

IMPORTANT CUSTOMER INFORMATION: YOUR RIGHTS AND OBLIGATIONS

PRIMUS TELECOMMUNICATIONS PTY LTD ABN 69 071 191 396
PRIMUS TELECOMMUNICATIONS (AUST) PTY LTD ABN 77 061 754 943

SUMMARY OF PRIMUS STANDARD FORM OF AGREEMENT

(Version August 2007)

1. **About this summary:** This is a summary of Primus Standard Form of Agreement ('SFOA').
2. **Relevant goods & services:** The SFOA relates to telecommunications goods and services including the following ("Services"):
 - 2.1. Fixed Line Telephone Services, under the Fixed Line Telephone Service Schedule;
 - 2.2. Lingo by Primus (formerly TalkBroadband), a voice over internet (VOIP) telephone service, under the TalkBroadband Service Schedule;
 - 2.3. Internet Services (including dial up and Broadband) under the Internet Service Schedule;
 - 2.4. Mobile Services under the Mobiles Service Schedule;
 - 2.5. MultiVoice (formerly Digital Direct) Services under the Digital Direct Service Schedule;
 - 2.6. WebTXT Services under the WebTXT Service Schedule.
3. **Security bond:** We do not usually require payment of a security bond for these Services but reserve the right to do so.
4. **Types of charges:** The main types of charges for these Services are, but are not limited to, connection charges, monthly fees, line rental, internet access or plan charges, equipment rental or purchase charges, call charges including local and other fixed calls and flagfall and timed call charges, and excess data charges. Some Services have non-refundable application fees and some have early cancellation fees.
5. **Amount of charges:** There are various plans, options and caps available (including various discounts). Charges for the Services are as set out on Our website or otherwise as notified to You. Charges include GST unless We specify otherwise.
6. **When charges payable:** Fixed charges are payable (normally monthly) whether or not You use the Services. Call charges, internet access and other usage charges are payable (normally monthly) after the charges are incurred.
7. **Billing:** Bills are normally issued monthly, by mail (or if so specified, by email or by publication on Our website). We encourage payment by direct debit from Your bank account, credit card or other account and charge \$2.50 if You choose to use another payment method. Some plans require payment by direct debit. Subject to this, payment is accepted through Australia Post outlets, Bpay, or by cheque, money order, or credit card.
8. **Late billing policy:** Our policy is not to late bill by more than 190 days charges covered by the ACIF Billing Code.
9. **Late payment penalties:** If a bill is unpaid:
 - 9.1. We may charge an administration fee of \$11.00 on an overdue account;
 - 9.2. (subject to ACIF Credit Management Code, where applicable) We may terminate Service.
10. **Minimum terms:** If a contract has a minimum term, it will be stated in the plan that You apply for.

The Consumer Contracts Code gives You the right to terminate a contract with a minimum term early in limited circumstances. In all other cases, Our policy is that cancellation will not be permitted during a minimum term unless You satisfy Us that special circumstances apply. If We, in Our absolute discretion, agree to early termination, You must make good any losses suffered by Us as a result, including amounts payable by Us to a third party.

If the Consumer Contracts Code applies:

 - amounts charged for early cancellation will not exceed a reasonable estimate of Our loss

- if early cancellation is pursuant to an offer of early release under the Consumer Contracts Code You must pay (a) charges up to the end of the contract and (b) outstanding installation costs and (c) outstanding costs of equipment that can be used with another service provider.

11. **Contract termination by Us:** If the ACIF Consumer Contracts Code applies, We may only terminate Your contract if one of the following applies:

- The contract has no minimum term, or its minimum term has expired, and We (a) give at least 30 days' notice of termination (in the way the Code requires) and (b) refund any unexpired prepaid credits or (if You agree) credit them to another service.
- You breach the contract in a material way.
- There is evidence to suggest fraud or other illegal conduct in relation to the Service.
- You have died, become bankrupt, insolvent or subject to a similar insolvency event and We reasonably believe We are unlikely to receive or retain payments for the charges.
- We are unavoidably required to do so in order to comply with a legal or court requirement.
- Termination is in accordance with the ACIF Credit Management Code, for Your non-payment of invoices by the due date or a later date if agreed.
- You re-sell a Service.
- Reasons outside Our reasonable control (including loss of wholesale access to the Service).

Otherwise, We may terminate the contract if You breach it; or on 30 days notice expiring on or after any minimum term has expired; or for reasons outside Our reasonable control (including loss of wholesale access to the Service).

12. **Contract variation by Us:** We may vary the SFOA from time to time, but:

12.1. If the Consumer Contracts Code applies:

12.1.1. (subject to clause 12.1.2) during any minimum term, We will not unilaterally change the terms, including charges, of Your Service unless We give You 21 days' notice in writing, as required by the Code. Such a notice will offer You a 'Quit Option' i.e. the right to terminate the contract, within a further 42 days and incur no other charges than (a) usage or network access Charges up to the end of the contract and (b) any outstanding installation costs and (c) any outstanding costs of equipment that You can use with another service provider.

12.1.2. Clause 12.1.1 does not apply if any of the following applies:

- The change is for a Charge that is a tax imposed by law.
- It is a change in the price of international services. These are subject to variation. Contact Us to confirm prices before calling.
- The change results from an amendment to Our contract with a wholesaler of Your Service and We give You notice and an explanation in writing, in the way the Code requires. Such a notice will offer You a Quit Option.
- Other limited exceptions apply. See SFOA for full details.

12.2. In any case, where the variation to the SFOA could reasonably be expected to adversely affect ordinary customers, We will give You reasonable notice taking account of:

- the kind of variation and when it takes effect
- how We give the notice, and other relevant matters.

13. **Obtaining the SFOA:** You can obtain a complete copy of the SFOA online at www.primustel.com.au

14. **Termination by You:** Other than during any minimum term applicable to your contract, You may terminate your contract on 30 days notice.

15. **Warranties:** We give the warranties that We are required to give by law, under the Trade Practices Act and consumer legislation. In the case of goods, We will provide You with the same warranty on any goods We supply, as the manufacturer / importer provides for those goods. Subject to those warranties and to any specific warranties, We do not warrant that any Service will be continuous or fault free or suitable for any application that needs continuous fault free service.

16. **Complaints:** Our objective is to resolve complaints quickly, efficiently and effectively and We have a complaint handling policy in place. Call 1300 85 44 85

17. **Fault reporting:** To report faults, call 1300 85 44 85 (or in the case of corporate customers, the number on your bill).

18. **Customer Service Guarantee (CSG):** sets specific performance standards that fixed line telephone service providers must satisfy and provides for payments to customers (with 5 or less telephone lines) in some circumstances where they are not met. For more details, see www.primustel.com.au/main/CSG_Vers2/CSG_P1.html on Our web site.
(Lingo or TalkBroadband customers only): When You agreed to become a customer of Lingo (formerly TalkBroadband), We advised You that We only provide this low cost service to customers who agree to waive all CSG rights; and You agreed to waive all CSG rights in relation to Lingo (formerly TalkBroadband).
19. **TIO:** The Telecommunications Industry Ombudsman (free call 1 800 062 058) is available as a last resort to resolve disputes that cannot be resolved with Us. The Office of Fair Trading in each State or Territory may also investigate consumer complaints about telecommunications services.
20. **Credit checks:** We may carry out credit checks and searches as part of Our creditworthiness assessment.
21. **Privacy:** Our privacy statement is available at: www.primustel.com.au/residential/privacy_statement.htm. Please see that document for all privacy information.
22. **Priority Assistance:** You may be eligible to register for Priority Assistance where a medical practitioner has certified that either You, or a member of Your household, meets certain eligibility criteria. Please telephone Us if You believe that You may eligible for Priority Assistance, or if You require further information.

IF YOU ARE A NON-ENGLISH SPEAKER OR HAVE A DISABILITY AND REQUIRE ASSISTANCE TO READ OR UNDERSTAND THIS SUMMARY OR NEED A LARGE PRINT COPY, PLEASE CONTACT CUSTOMER SERVICE ON 1300 85 44 85.