

PRIMUS STANDARD AGREEMENT FOR FIXED LINE SERVICES
(version 211205)

1. EXPLANATION OF TERMS

"Services" means telecommunications services for the purpose of local and/or long distance calls, providing information in relation to such services and associated value added services;

"Carrier" means any telecommunications carrier through which Primus provides the Services; and
"GST" has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (C'th) and its related impositions.

"Primus" means Primus Telecommunications Pty Limited and/or Primus Telecommunications (Australia) Pty Ltd.

2. BILLING AND PAYMENT

The Customer shall pay any and all amounts invoiced by Primus to the Customer in relation to the provision of Services by the due date specified in any such invoice. Interest will be charged to and payable by the Customer on overdue amounts at the ANZ Bank index rate of the day, plus 2%. The Customer will be charged in accordance with the rate schedule published or notified by Primus from time to time. Primus reserves the right to change the rates from time to time. All Charges are inclusive of GST.

3. WARRANTIES AND LIMITATION OF LIABILITY

If a condition or warranty is implied by any statute in respect of this Agreement which cannot lawfully be excluded by Primus or the liability of Primus thereunder cannot lawfully be limited, then that condition or warranty shall be implied herein and all other conditions, warranties and representations, whether express or implied, are excluded. Without limiting the generality of the foregoing:

- (a) Primus' liability is limited to the maximum extent permitted under applicable laws, regulations and regulatory determinations; and
- (b) Primus shall not be liable to the Customer for any indirect, special or consequential loss or damage whatsoever (including without limitation loss of profit and lost business) in connection with this agreement, the Services or any other services provided by Primus.
- (c) In the case of goods, Primus will provide you with the benefit of warranties given by the manufacturer or vendor of the Equipment Sold to Primus.

4. DEFAULT BREACH AND TERMINATION

If the Customer defaults in any payment due hereunder or otherwise breaches any of these terms and conditions or any terms and conditions imposed by a carrier in relation to these Services, Primus may terminate these Services and the Customer's number may be withdrawn. These terms and conditions will automatically terminate in the event that Primus is unable to provide the Service due to the termination of any agreement between it and any other carrier for the provision of the Services. Either party may terminate this agreement at any time.

5. CREDIT CHECKS

The Customer authorises Primus to conduct all relevant credit checks and searches and to use that information to enable Primus to assess and establish the customer's credit worthiness. Without limiting the generality of the foregoing Primus may give a credit reporting agency the information set out below:

- Identity particulars (as permitted by the Privacy Commissioner's determination under Section 18E(3) Privacy Act);

- The fact that the Customer has applied for credit and the amount;
- The fact that Primus is a current credit provider to the Customer;
- Payments which become overdue more than 60 days and for which collection action has commenced;
- Advice that payments are no longer overdue;
- Cheques drawn by the Customer which have been dishonoured more than once;
- In specified circumstances, that in the opinion of Primus the Customer has committed a serious credit infringement;
- That the credit provided to the Customer by Primus has been paid or otherwise discharged.

Primus may give to or seek from any credit provider that may be named in a credit report issued by a credit reporting agency information about the Customer's arrangements. The Customer understands that this information can include any information about the customer's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Act (Section 18N(1)(b) Privacy Act).

The Customer understands the information may be used for the following purposes:

- to access an application for the Customer for credit;
- to notify other credit providers of a default by the Customer;
- to exchange information with other credit providers as to the status of this credit where the Customer is to assess the Customer's credit worthiness.

If Primus considers it relevant to access the Customer's application for personal credit, the Customer agrees that Primus may:

- obtain a report about the Customer's commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons;
- obtain from a credit reporting agency a credit report containing personal credit information about the Customer in relation to commercial credit provided by Primus;
- receive from a credit reporting agency a credit report containing personal information about the Customer in relation to collecting overdue payments.

6. GENERAL

- 6.1 Primus may, from time to time, make reasonable variations to these terms and conditions if necessary to comply with any contract or a regulatory requirement.
- 6.2 The failure or omission of a party at any time to enforce or require the strict observance of or compliance with any provision of this Agreement, or exercise any election or discretion under this Agreement, shall not operate as a waiver of the rights of a party, whether express or implied, arising under this Agreement.
- 6.3 This Agreement contains the entire understanding and agreement between the parties as to its subject matter. No oral explanation or information provided by any party to another shall affect the meaning or interpretation of this Agreement or constitute any collateral agreement, warranty or understanding between the parties.
- 6.4 The Customer hereby covenants in favour of each Primus and Telstra Corporation Limited ("Telstra") that:
 - it will not interfere with the normal operation of a Service or Facility or make either unsafe;
 - it will provide safe access to Primus or Telstra to any relevant premises:
 - to inspect or test a Facility which may be causing interference or danger; and
 - as required by Primus or Telstra in connection with the provision and maintenance of the Service or a Primus or Telstra Facility;
 - if Primus or the Customer does not own the relevant premises, the Customer must obtain the owner's permission for Primus or Telstra to have access in accordance with paragraph (b) and indemnify Primus and Telstra against a claim by the owner or occupier of the premises in relation to Primus' or Telstra's entry onto those premises;
 - if Primus or Telstra requires modifications to any facility or other equipment to avoid

- danger or interference, the Customer will make those modifications;
- (e) it will not connect to a Primus or Telstra Facility any equipment or cabling which does not meet the requirements of any technical standards made by the Australian Communications and Media Authority ("ACMA") under the Telecommunications Act 1997 ("the Act") or which is declared by the ACMA as prohibited under the Act unless the connection is made in accordance with a connection permit issued under the Act or is made in accordance with connection rules made under the Act where the Customer is subject to such connection rules;
 - (f) it will not maintain a connection of the type described in paragraph (e);
 - (g) it will not authorise or consent to a connection of the type described in paragraph (e). For the purposes of this clause 6.4, "Services" includes all services Supplied by Telstra to Primus under the Carriage Service Provider Resale Supply Agreement dated 17 June 1998; and "Facility" has the meaning given by the Telecommunications Act 1997 and also includes any line, equipment, mast, antenna, tunnel, hole, pit or pole used in connection with a Service.
- 6.5 Primus may provide the Services using, at Primus' discretion, products, services and facilities of other suppliers or those of its own. The Customer appoints Primus to be its agent to do all things (including executing all documents) necessary or desirable to enable Primus to provide the Services, including without limitation to exercise any Customer authorisation necessary to transfer, cancel or otherwise deal with a telephone number or a service supplied in whole or part by another supplier. In acting as the Customer's agent, Primus will act in a manner as it reasonably considers to be most beneficial to the Customer's interests.
- 6.6 The Customer acknowledges that:
- (a) by transferring a telephone number from another supplier to Primus, the service associated with that telephone number is disconnected from the other supplier's network and may result in finalisation of the Customer's account for that service;
 - (b) by transferring a telephone number from another supplier to Primus, any DSL/spectrum sharing service associated with that telephone number is disconnected and may result in finalisation of the Customer's DSL/spectrum sharing account for that service; and
 - (c) although the Customer has rights to transfer its telephone number, there may be costs and obligations associated with the transfer which may include early termination fees and transfer fees
 - (d) if on termination of a Service, the Customer requests the transfer of a telephone number from Primus to another supplier, Primus may charge fees in relation to that transfer.

7. GOVERNING LAW

Where this Agreement is subject to legislation which prohibits it from being governed by the law of a place other than the state or territory in which it was entered into, then it is governed by the law of that state or territory; otherwise, to the maximum extent permitted by law, it is governed by and subject to the laws of Victoria and each party submits to the jurisdiction of courts and tribunals in Victoria.

8. SCHEDULE ACIF CODES

See also Schedule ACIF Codes: special rights and protections, which sets out additional customer rights.

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