

SUMMARY OF STANDARD FORM OF AGREEMENT

Primus Telecommunications Pty Ltd ABN 69 071 191 396

(May 2014)

1. **About this summary:** This is a summary of the Primus Standard Form of Agreement (SFOA) also called the 'Core Terms' & 'your Contract'.
2. **Relevant goods & services:** The SFOA relates to telecommunications goods & services including (**Services**):
 - ◇ Fixed Line Telephone Services;
 - ◇ Internet Services (including dial up & Broadband);
 - ◇ MultiVoice Services (formerly Digital Direct);
 - ◇ Mobile Services under the Mobiles Service Schedule;
 - ◇ Lingo by Primus (formerly TalkBroadband) a voice over internet (**VoIP**) telephone service;
 - ◇ WebTXT Services;
 - ◇ Wireless Broadband Services (Speedster);
 - ◇ Accella Voice Services;
 - ◇ PIPN Services;
 - ◇ Internet & Voice Services under the Fibre to the Home Service Schedule;
 - ◇ Data Trial Services;
3. **Security bond:** We do not usually require payment of a security bond for Services but if we do, we will first obtain your consent & inform you of the reasons.
4. **Types of charges:** The main types of charges for Services include, but are not limited to, connection/reconnection charges, set up fees, monthly fees, line rental, Internet Access or Plan charges, Equipment rental or purchase charges, call charges including local & other fixed call charges, flagfall & timed call charges, & excess data charges. Some Services have non-refundable set-up fees & some have Early Termination Charges.
5. **Amount of charges:** There are various Plans available (including various discounts). Charges for Services are as set out on our website or otherwise as notified to you. Charges include GST unless we specify otherwise or you are a Corporate Customer.
6. **When charges are payable:** Fixed Charges are payable (normally monthly) whether or not you use the Services. Call charges & other Usage Charges are payable (normally monthly) after the charges are incurred.
7. **Billing:** Bills are normally issued monthly including but not limited to via email, post or online. We encourage payment by direct debit from your bank account, credit card or other account & charge \$2.95 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, cheque, money order, or credit card. Customers receiving a paper Bill will incur a charge per Bill. You can avoid this charge & receive Bills via email by visiting <http://emailmybill.iprimus.com.au> & completing the process.
8. **Late billing policy:** Our policy is not to late bill by more than 160 days for charges covered by the Telecommunications Consumer Protections Code C628:2012 (**TCP Code**).

IMPORTANT CUSTOMER INFORMATION: YOUR RIGHTS & OBLIGATIONS

9. Late payment penalties: If a bill is unpaid:

- ◇ We may charge an administration fee of \$15.00 on an overdue account;
- ◇ We may suspend or terminate any Service (subject to the TCP Code, where applicable).

10. Minimum Terms: If a Contract has a Minimum Term, it will be stated in the Plan that you apply for. Any Early Termination Charge applicable will also be stated in your Plan.

11. Termination by us: We may terminate your Contract by providing Reasonable Notice if one of the following applies:

- ◇ Your Contract has no Minimum Term, or its Minimum Term has expired.
- ◇ If you breach the Contract in a material way & do not remedy the breach within 14 days of a notice requiring remedy of the breach.
- ◇ 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 & 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.
- ◇ There is an undisputed Charge under your Contract overdue for payment and, 7 days after us giving you a payment reminder, it remains unpaid.
- ◇ You permanently vacate the Site to which your Service is supplied without giving us notice.
- ◇ We have reasonable grounds to believe your Service threatens or risks Our System or a Third Party System.
- ◇ You re-sell a Service.
- ◇ Reasons outside our reasonable control (including loss of wholesale access to the Service) or an emergency.

We can also Suspend your Contract for a reasonable period if we become entitled to terminate your Contract but choose to Suspend it instead. By choosing to Suspend your Contract we do not forgo our rights to recover a Reconnection Charge or Early Termination Charge as applicable.

12. Termination by you: You may terminate your Contract if one of the following applies:

- ◇ Your Contract has no Minimum Term, or its Minimum Term has expired: you may terminate your Contract on 30 days notice.
- ◇ If we breach the Contract in a material way & do not remedy the breach within 14 days of a notice requiring remedy of the breach: you may terminate your Contract on 30 days notice.

13. Contract variation by us: We may vary the SFOA from time to time, provided:

- ◇ if a Change is by our choice, we only make it acting reasonably; and
- ◇ if a Change is detrimental to you & it is not an Emergency & does not involve a Charge for an international call or roaming service or content or premium service provided by a Third Party, we will provide you with notice (at least equal to your Billing Period) & you may terminate your Contract at any time until 42 days after the Change takes effect.

14. Obtaining the SFOA: You can obtain a complete copy of the SFOA online at www.iprimus.com.au

15. Warranties: We give the standard warranties required under relevant consumer legislation. Subject to these 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.

IMPORTANT CUSTOMER INFORMATION: YOUR RIGHTS & OBLIGATIONS

- 16. Complaints:** Our objective is to wherever possible resolve complaints in the first instance & in general resolve complaints quickly, efficiently & effectively. Primus has a Complaint Handling Policy which is available from the Primus website or by calling the appropriate number below.
- 17. Telecommunications Industry Ombudsman (TIO):** The TIO may be available as a last resort to assist with disputes that cannot be resolved with us, free call 1800 062 058. The Office of Fair Trading in each State or Territory may also investigate consumer complaints about telecommunications services.
- 18. Fault reporting:** To report faults, call us on the appropriate number below.
- 19. Customer Service Guarantee (CSG):** The CSG sets performance standards for fixed line telephone services & outlines specific payments to Customers (with 5 or less phone lines) in some circumstances where the timeframes for connection, fault repair or appointments are not met. For more details, see iprimus.com.au/legal/customer-service-guarantee/. Some Services are only available to those who waive CSG rights.
- 20. Credit checks:** We may carry out credit checks & searches as part of our creditworthiness assessment & this may involve relating your personal information to third parties.
- 21. Privacy:** Our [privacy policy](#) and [privacy collection statement](#) are both available at iprimus.com.au/PrimusWeb/Privacy/, & these documents cover the ways we may use your personal information.

IF YOU ARE A NON-ENGLISH SPEAKER OR HAVE A DISABILITY & REQUIRE ASSISTANCE TO READ OR UNDERSTAND THIS SUMMARY OR NEED A LARGE PRINT COPY, PLEASE CONTACT US.

RESIDENTIAL CUSTOMERS: 1300 85 85 85

BUSINESS DIVISION CUSTOMERS: 1300 85 66 88