

If we accept your Application for Service, EDirect Pty Ltd ABN 99 108 532 083 Trading As VIPtel Mobile ('we', 'us' etc) will provide you, our customer, with Services in accordance with these terms and conditions and where relevant, the applicable charges notified to you from time to time, your Application for Service, the Customer's Consent, the Authority for Transfer of Telecommunications Services ('Customer Terms'). For each Service we provide to you, there is a 'Service agreement' in accordance with these Customer Terms.

IMPORTANT NOTES FOR CONSUMERS

Under various Australian laws, consumers have certain rights that cannot be taken away from them or limited. For instance:

Under this law

- Trade Practices Act 1974 and state Fair Trading Acts

Consumers have the following rights

Services come with non-excludable warranties that they will be rendered with due care and skill and be reasonably fit for their purpose.

Goods come with non-excludable warranties, including that we are the rightful owner, the goods are reasonably fit for their purpose, are not damaged, and match any description or sample.

Consumers are entitled, at their option, to a refund, repair or replacement for a breach of these warranties and to compensation for any other loss. These warranties are separate from any manufacturer's warranty. The manufacturer or importer of goods must compensate you for any loss of the purchased equipment is, for example, not reasonably fit for its purpose. You have the option of seeking compensation from the manufacturer / importer or from us.

Our Customer Terms call these 'TPA Consumer Rights'. You can learn more about these kinds of rights at www.consumersonline.gov.au or your State or Territory Consumer Affairs Department.

- ACIF Consumer Contracts Code

Various rights as per the Code, including in particular circumstances a right to cancel your contract with us within 42 days(unless cancellation period is specified), and pay only: usage or network access charges to end of contract Outstanding installation costs and outstanding equipment charges for equipment that could be used with another service provider.

Our Customer Terms call these 'Walk Away Rights'. You can learn more about these kinds of rights at www.acma.gov.au

- ACIF Credit Management Code

Various rights as per the Code, including certain procedures that we must follow before taking credit action against you or suspending, restricting or terminating Services. Our Customer Terms call these 'Credit Code Obligations'. You can learn more about these kinds of rights at www.acma.gov.au

¹ Premium call charges apply same as 1900 and other 6 digit numbers

This is not a complete list. For more information, see www.consumersonline.gov.au or your State or Territory Consumer Affairs Department. Our Customer Terms are always subject to consumer rights such as these, and will normally note where such rights are available.

1. PROVISION OF SERVICES

1.1. General: We will provide you with local, national, fixed-to-mobile and international long distance services and services of any kind which VIPtel may agree to provide you from time to time ('Services'). We will provide the Services using our own facilities and services or those of other carriers, telecommunications service providers or equipment suppliers ('Supplier') subject to their coverage.

2. CHARGES AND PAYMENT FOR SERVICES

2.1. You must pay us all fees and charges ('Charges') that we properly bill to you.

2.2. Charges may include:

- Call connection charges
- Per minute charges
- Disconnection and reconnection charges and early termination fees
- Untimed charges
- Dishonor fees and overdue charges
- Credit card payment fees
- Phone rental charges
- Installation charges
- Service and equipment charges.

Current Charges are available on request by calling 1300 785 847¹, or at www.viptel.com.au.

2.3. Unless specifically stated otherwise, all Charges are net of all discounts.

2.4. Where you are a customer for only part of a billing period, any Charges or entitlements that are tied to billing periods may be pro rated. e.g. If you join half way through a billing period:

- We may charge you half the full fixed Charge for that part billing period, and
- If Included Calls for a full billing period are \$100, your Included Calls for that part billing period are \$50.

2.5. A credit or rebate in respect of a Service can never exceed what we Charge you for the Service.

2.6. Billing: We will bill you each billing period (normally monthly, but we can change it on an occasional or standing basis) for Services in accordance with current Charges as applicable to you.

2.7. Method of Billing: We may bill you in advance for connection, service fees periodic charges and in arrears for usage charges (where applicable).

2.8. Method of Payment: Direct Debit method of payment is the most accepted form, though other methods are accepted on request.

2.9. Time for Payment: All charges must be paid on or before the Payment Due date as indicated on the bill. Payments received later than that may be charged a late payment fee limited to reasonable compensation for our extra costs involved in tracking and processing late payments. If in any product covered in clause 2.5 payment is made after the Payment Due date, the rebate or credit will be forfeited.

2.10. Late Billing: We may bill Charges up to 190 days after the billing period that they relate to, but we shall attempt to bill them promptly.

2.11. Charges from other Suppliers: We may pass on any changes in other Suppliers' charges to us (including increases, specials or one-off charges) - but we will notify you of applicable Walk Away Rights where they apply.

2.12. Other Charges: You must pay us in accordance with clause 2.1 any charge which any other Supplier or other person renders to us:

2.12.1. Because you approach that other Supplier or person directly, or otherwise than through us; or

2.12.2. for connection or initiation of any Service (if we told you about it in advance) or for cancellation of any Service (unless you cancelled under Walk Away Rights).

2.13. Suspension of Services: The Credit Code Obligations may require us to go through certain procedures and / or give you certain information before we suspend, restrict or cancel a Service, and we shall do so where they apply. In any situation where they do not apply, we reserve the right to suspend provision of Services to

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you where Charges owing to us remain outstanding after 60 days, unless we have received written notice from you of a bona fide dispute of those charges.

2.14. Dishonored cheques: The Credit Code Obligations may require us to go through certain procedures and / or give you certain information before we suspend, restrict or cancel a Service, and we shall do so where they apply. In any situation where they do not apply, we reserve the right to terminate Service without notice to you if:

2.14.1. You have not paid amounts owing to us in accordance with clause 2.9 and 2.13; and

2.14.2. A cheque provided by you in payment of that invoice is dishonored without a valid explanation being provided by you.

2.15. Unclaimed Amounts: If your account is terminated and monies are owed to you by VIPtel, we will notify you of these amounts. In the event you do not claim those monies within 2 months of being notified, VIPtel will retain the money and you agree that you will have no further claim in relation to these monies.

2.16. Security Bond: VIPtel may from time to time require you to lodge a security bond as a condition of us providing Services to you. You authorize us to deduct from that bond any amounts remaining owing to us after 30 days after date of invoice.

2.17. Taxes: Charges are GST-inclusive.

2.18. Payment by credit card/Bank Account: We may debit your credit card/Bank account when we have raised an invoice. If the credit card transaction is declined, we may do one or more of the following:

2.18.1. impose a fee equal to (a) any decline fee our bank or credit card provider charges us plus (b) reasonable compensation for our extra costs directly arising from the declined transaction;

2.18.2. continue trying to debit your credit card/Bank Account on subsequent days;

2.18.3. Impose restrictions, suspend, disconnect and terminate your service. (The Credit Code Obligations may require us to go through certain procedures and / or give you certain information before we suspend, restrict or cancel a Service, and we shall do so where they apply.);

2.18.4. If a payment is outstanding for more than 14 days, refer the matter to an external debt collection or legal firm, and impose a fee for doing so. (The Credit Code Obligations may require us to go through certain procedures and / or give you certain information before we take credit management action, and we shall do so where they apply.)

2.19 Premium Services: Numbers starting from 1300, 1900 and all 6 digit numbers are charged as Premium numbers.

3. PERIOD OF AGREEMENT

3.1. Commencement of Agreement: This Agreement starts on the date you give verbal authorization during a verification call. It continues until terminated in accordance with its provisions, or under law.

3.2. Commencement of Services: The provision of Services commences when:

- 3.2.1. your accounts are transferred from your name to ours by your current Supplier; or
- 3.2.2. pre-selection has been activated; or
- 3.2.3. upon completion of installation of any necessary equipment; or
- 3.2.4. upon completion of any configuration changes made to PABX or other equipment owned by you; or
- 3.2.5. any other arrangements with another Supplier for the provision of the Services have been completed

3.3. Minimum Period of Agreement Important: Walk Away Rights under the Consumer Contracts Code may apply to you in some cases. We shall notify

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you when they apply. Walk Away Rights override clauses 3.3.1, 3.3.2 and 3.3.3 below, and permit you to terminate your Service agreement early, without penalty.

- 3.3.1. If your Service includes an inclusive handset, you may not terminate your Service agreement for:
 - 3.3.1.1. any minimum period stated in the specific terms of the Service package you selected; or
 - 3.3.1.2. If no minimum term is stated in those terms 24months.
- 3.3.2. If your Service does not include an inclusive handset, but the specific terms of the Service package you selected states a minimum term, you may not terminate your Service agreement during that minimum term.
- 3.3.3. In any other case, including when a minimum term has expired, you may terminate your Service agreement by 30 days written notice to us.

- 3.4. Monthly contract
Except during any minimum period, your Service agreement is from month to month, and you may terminate it on a month's written notice to us.

4. TRANSFER OF YOUR ACCOUNT TO US

- 4.1. Changing your Current Arrangements: If, in providing the Services, VIPtel needs to change your arrangements with your current Supplier, then VIPtel will do so in accordance with this clause.
- 4.2. Transfer of services to VIPtel
 - 4.2.1. You appoint VIPtel to act as your agent and authorize us to transfer your accounts into our name.
 - 4.2.2. You agree to give written instructions to your current Supplier to transfer your accounts from your name to ours if we so request.
 - 4.2.3. You will immediately pay to your current Supplier all amounts owing up to the time of transfer of your accounts to our name.

- 4.3. If your current supplier credits us with any amount concerning services provided before the date of transfer, we will credit that amount to your account.
- 4.4. If after your current Supplier raises a proper charge relating to a service your current supplier provided to you before the commencement of Services under clause 3.2, we will advise you accordingly, and you must pay your current Supplier that amount.
- 4.5. We will not accept any liability for any amounts owing by you to your current Supplier for services, which your current Supplier provided to you prior to the commencement of our Services to you.
- 4.6. You must indemnify us against any claims made by your current supplier to us in relation to any such amounts.

5. TRANSFER OF YOUR ACCOUNT FROM US TO ANOTHER SUPPLIER

- 5.1. If in the future you transfer any of the Services to another Supplier, then you remain responsible to us for the amount payable for the Services up to the time your Services are taken over by another supplier and tolling with us stops. You must pay us the amount owing within a reasonable time (not exceeding 21 days) on receipt of our invoice.
- 5.2. The provision of our Services is deemed to have ceased when your newly appointed carrier, commences tolling all of your nominated services.
- 5.3. We will endeavor to bill you for those Services within the next normal billing period.
- 5.4. If, after that VIPtel become aware of other proper charges (including fees payable to any other Supplier) for those Services up to the date of transfer, or VIPtel resolve any dispute so that any liability of ours relating to those Services is quantified, then you will immediately pay us all such amounts on receipt of our invoice.
- 5.5. VIPtel will credit you with any amount credited to us by another Supplier for those Services up to the date of transfer of those accounts to another Supplier.

6. CREDIT CHECK

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- 6.1. We may collect, use and disclose personal information about you, to decide whether to start, stop or limit supply to you of personal credit, the service or the products and services of VIPtel
- 6.2. We may collect, use and disclose personal information about you (which may include, for example, numbers called, time of call, location of call) for purposes related to the supply of the service (or for purposes which would be reasonably expected) including billing and account management, business planning and product development, and to provide you with information about promotions, as well as the products and services of VIPtel and other organisations.
- 6.3. We may collect, use and disclose personal information about you (which may include, for example, numbers called, time of call, location of call) for the purposes in paragraphs (a) and (b) above to or from:
 - 6.3.1. a credit reporting agency or credit provider,
 - 6.3.2. another VIPtel customer,
 - 6.3.3. third parties who are not related to us, including our agents, dealers, contractors and franchisees, suppliers who need access to your personal information to provide us with services to allow supply of the service, and
 - 6.3.4. Joint venture partners of VIPtel.
- 6.4. We may be permitted or required by applicable laws to collect, use or disclose personal information about you (which may include, for example, numbers called, time of call, location of call), including to:
 - 6.4.1. the operator of the Integrated Public Number Database (IPND), which is an industry wide database of all public number customer data,
 - 6.4.2. emergency services organisations, and
 - 6.4.3. To law enforcement agencies and government agencies for purposes relating to the enforcement of criminal and other laws

Important Notice To Applicant(s) For Credit (Section 18(E)(1) Privacy Act 1988) Notice of disclosure of your credit information to a credit reporting agency. (Privacy Act 1988)

VIPtel may give information about you to a credit reporting agency, for the following purposes:

- to obtain a consumer credit report about you, and/or
- to allow the credit reporting agency to create or maintain a credit information file containing information about you.

The information is limited to:

- Identity particulars - your name, sex, address (and the previous two addresses) date of birth, name of employer, and drivers license number.
- Your application for credit or commercial credit - the fact that you have applied for credit and the amount.
- The fact that VIPtel is a current credit provider to you.
- loan repayments which are overdue by more than 60 days, and for which debt collection action has started.
- advice that your loan repayments are no longer overdue in respect of any default that has been listed.
- Information that, in the opinion of VIPtel you have committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with your credit obligations).
- Dishonored cheques - cheques drawn by you for \$100 or more which have been dishonored more than once.
- that credit provided to you by VIPtel has been paid or otherwise discharged.
- ***Period to which this understanding applies***

This information may be given before, during or after the provision of credit to you.

Statement By Applicant (s) For Credit

By agreeing to the contract, you are agreeing to the following statements:-.

- **Giving information to a Credit Reporting Agency (Section 18E (8)(c) Privacy Act 1988)**
VIPtel has informed me that it may give certain personal information about me to a credit reporting agency.

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- **Access to Commercial Credit Information (Section 18L (4) Privacy Act 1988)**

I/we agree that VIPtel may obtain information about me/us from a business which provides information about the commercial credit worthiness of persons for the purpose of assessing my/our application for consumer credit.

- **Access to Consumer Credit Information (Section 18K (1)(b), Privacy Act 1988)**

I/we agree that VIPtel may obtain a consumer credit report containing information about me from a credit reporting agency for the purpose of assessing my/our application for commercial credit.

- **Exchange of Credit Worthiness Information (Section 18N, Privacy Act 1988)**

I/we agree that VIPtel may exchange information with those credit providers named in this application or named in a consumer credit report issued by a credit reporting agency for the following purposes;

- to assess an application by me/us for credit
- to notify other credit providers of a default by me/us
- to exchange information with other credit providers as to the status of this loan where I am in default with other credit providers
- to assess my/our credit worthiness

I/we understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act

- **Agreement to a credit provider being given a consumer credit report by a credit reporting agency to assess a guarantor**

- **(Section 18K 1(c) Privacy Act 1988)**

I/we agree that VIPtel may obtain from a credit reporting agency a consumer credit report containing information about me/us for the purpose of assessing whether to accept me/us as a guarantor for credit applied for by, or provided to, the borrower(s) [named in agreement]. I/we agree that this agreement commences from the date of this agreement and continues until the credit covered by the borrower(s) application ceases.

- **Agreement to a credit provider disclosing a report including a consumer credit report to potential or existing guarantor (Section 18K (1) Privacy Act 1988)**

I/we agree that VIPtel may give to a person who is currently a guarantor, or whom I/we indicated is considering becoming a guarantor, a credit report containing information about me/us for the purpose of [name of prospective guarantor] deciding whether to act as a guarantor, or to keep [name of existing guarantor] informed about the guarantee. I/we understand that the information disclosed can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act, and includes a credit report

7. YOUR COMPLIANCE

- 7.1. You will ensure that you comply at all times with all laws and obligations, including license conditions, applicable to the Services and their use.
- 7.2. Permitted use of the service:
 - 7.2.1. When you use the Service, you must comply with:
 - 7.2.1.1. all laws
 - 7.2.1.2. all directions by regulator,
 - 7.2.1.3. all notices issued by authorisation of or under law (for example, under the

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Copyright Act 1968 (Cth)),
and

- 7.2.1.4. reasonable directions by *us*, including complying with any Fair Use Policy or Acceptable Use Policy that *We* publish from time to time. *You* may obtain a copy of these policies from *us* or on *our* website: www.viptel.com.au.
- 7.2.2. *You* must not use, or attempt to use, the *Service*:
 - 7.2.2.1. to break any law or to infringe another person's rights (including damaging any property or injuring or killing any person or infringing someone's copyright),
 - 7.2.2.2. to transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing or unwanted,
 - 7.2.2.3. to expose *us* to liability, or
 - 7.2.2.4. in any way which damages, interferes with or interrupts the *Service*, the *VIPtel network* or a *Supplier's network* used to supply the *Service*
- 7.2.3. *We* may ask *you* to stop doing something which *we* reasonably believe is contrary to paragraph 7.2.1 or 7.2.2 above. *You* must immediately comply with any such request. If *you* do not, then *we* may take any steps reasonably necessary to ensure compliance with paragraph 7.2.1 or 7.2.2 above or the request

8. CAP CREDITS / DEPOSITS / CREDIT LIMIT

- 8.1. If you wish to use a mobile telephone overseas ('international roaming') we may first require a deposit against charges that may become payable to overseas other Suppliers.
- 8.2. Minimum deposit for international roaming is \$100 and may vary country wise.
- 8.3. Credit Limit: Your soft credit limit will be determined by the results of your

internal credit check and may change from month to month depending upon your payment and usage history, i.e. your services will be suspended when your amount due equals or exceeds your credit limit. Your services will be resumed once this amount plus GST has been paid in full. To find out your credit limit, please call customer service on 1300 785 847¹. (The Credit Code Obligations may require us to go through certain procedures and / or give you certain information before we suspend, restrict or cancel a *Service*, and we shall do so where they apply.)

- 8.4. High Usage: We may contact you if we become aware of an unusually high use of the *Service* by you (including to verify any costs or charges which you may have incurred) however we are under no obligation to do so. For example, if you suddenly make an unusually high volume of calls to international destinations using the service we may contact you to determine whether that use is likely to continue. If so, we may ask you to make a security deposit. Where we observe or reasonably anticipate an unusually high use of the service and cannot obtain your confirmation that it is by your authority and /or security deposit, we may (but are not obliged to) restrict or suspend services, partly or fully. (The Credit Code Obligations may require us to go through certain procedures and / or give you certain information before we suspend, restrict or cancel a *Service*, and we shall do so where they apply.)

9. INCLUDED CALLS

- 9.1. The specific terms of a *Service* package may specify a certain amount of 'included calls' for each billing period.
- 9.2. Included calls represent a prepaid credit that is applied to your use of the *Service* during that billing period.
- 9.3. IMPORTANT: Your included calls credit is not applied to payment of certain elements of a *Service*, and Charges for these elements will always be payable by you by bank account debit or credit card. For instance, included calls do not cover any Charges for:

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- international roaming
- international SMS
- international MMS
- international Calls
- directory assistance operator service
- GPRS (i.e. internet-based) services
- Premium SMS/ calls.

Our web site and other advertising materials will state which service elements cannot be covered by the included calls credit.

10. RIGHT TO CANCEL DURING COOLING OFF PERIOD

10.1. IMPORTANT: Under consumer laws, you may have the right to cancel your Service agreement during a 'cooling off period'. We offer the same right to every customer, even if you are not entitled to it by law. But to be fair to us, you may only exercise the right within the time limits below.

Notice to the purchaser wanting to cancel this agreement:

10.2. If you wish to cancel this agreement – Please sign and date the notice of cancellation and

- 10.2.1. Post it to us using the enclosed pre-paid envelop;
- 10.2.2. Or fax it to the fax number set out in this notice;
- 10.2.3. Or telephone VIPtel Mobile on 1300 785 847¹, Monday to Friday, 9:00AM - 8:00 PM AEST to arrange collection.

This must be done within 14 days from and including the day you received the agreement document ('cooling off period').

10.3. You may still be require to pay a fair price for goods which cannot be returned to us unless you entered into the agreement because we or our agent made a false or misleading representation about your need for the goods.

10.4. We do not require you to pay for the unused Services provided to you during the cooling-off period (unless, in the case of a telephone marketing agreement, the services are provided to you on a continuing basis.)

10.5. Please return handsets and SIM cards in its original packaging unopened

with all accessories, and all items securely packed.

10.6. We invite you to write and explain the reason why you are sending the phone and SIM back as it will help improve our services in the future

11. TERMINATION

11.1 We may terminate your Service agreement:

11.1.1 On 30 days notice to you after the expiry and any minimum term;

11.1.2 if you do not pay us any money you owe us - but the Credit Code Obligations may require us to go through certain procedures and / or give you certain information before we suspend, restrict or cancel a Service, and we shall do so where they apply;

11.1.3 if you die or become insolvent and we reasonably anticipate this will lead to non-payment of Charges;

11.1.4 immediately if you breach your Service agreement in a serious way;

11.1.5 Immediately if you breach this agreement, and we give you at least 14 days' notice to remedy the breach and you fail to do so.

11.2 You may terminate your Service agreement:

11.2.1 whenever Walk Away Rights allow you to do so (and we will send you a notice in that case);

11.2.2 on 30 days notice to us after the expiry and any minimum term;

11.2.3 if we permanently cease to provide Service in the location of the address you gave us when you applied for Service (but note that non-permanent Service interruptions may entitle you to a rebate of fixed Charges for the interrupted period);

11.2.4 on 30 days notice to us during a minimum term, if you first pay all Charges accrued to the date your Service ceases plus an early termination Charge as specified in the particular terms of your selected Service package equal to:

- (number of billing periods remaining in your minimum term when you give your notice or parts there off) multiplied by stated minimum monthly spend amount Charge for each billing

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period + previous outstanding + unbilled charges + collection charges + GST, ignoring any discount that we have allowed to you on the express condition that you complete the minimum term) plus

- Our reasonable estimate of the un-recouped cost of any handset or SIM card we have supplied to you.

We will give you our best estimate of an applicable early termination Charge on request, but the exact amount may not be calculable until you have actually given notice of termination.

- 11.3. You remain liable for all charges payable under the Agreement in respect of Services up to the time of termination and you must pay all outstanding amounts within 14 days after receipt of our invoice.

12 SERVICE SUSPENSION

- 12.1 The Services may be suspended immediately (including without notice) where:
- 12.1.1 The services of other carriers on which VIPtel depends require maintenance
- 12.1.2 There is a failure by you to pay any charges due to VIPtel
- 12.1.3 An event specified in clauses 11.1 to 11.3 and 8.4 occurs.

13 LIMITATION OF LIABILITY

- 13.1 Performance: Because the performance of some Services may be affected by your levels of use, the levels of use of other users and of facilities related to providing the Service, we do not warrant that Services will be free of congestion, delays or faults of this kind but we do give all warranties required by the TPA Consumer Rights.
- 13.2 Except as provided in clause 13.1 - especially regarding the TPA Consumer Rights - and subject to clause 13.3, all terms, conditions, warranties, undertakings, inducements and representations, whether express or implied, statutory or otherwise, relating to the provision by us of the Services are excluded, and VIPtel will not be under any other liability in respect of

any loss or damage (including consequential loss or damage) however caused (whether by negligence or otherwise) which may be suffered or incurred or which may arise directly or indirectly in respect of the Services

- 13.3 Our liability for any breach of any warranty implied under TPA Consumer Rights is limited, when it is lawful to do so, at our option to the repair or re-supply of equipment or Services or the payment of the cost of having the equipment or Services re-supplied.
- 13.4 VIPtel shall bear no responsibility for the loss of equipment.
- 13.5 We have no liability to you or to any other person for:

13.5.1 Faults or defects in Services to the extent they are caused by your own conduct or misuse, nor

13.5.2 Faults or defects that arise in telecommunication services you obtain from other persons (even if they are connected with our consent to Services which we provide) which are due to incompatibility with the Services, except to the extent that TPA Consumer Rights apply.

13.5.3 We will use its best efforts to address and remedy complaints regarding churned accounts, but makes no guarantee whatsoever as to the time it takes to provide that remedy.

14. Fault Reporting And Complaints

- 14.1. VIPtel is committed to providing best services to its customers.

To report a fault or complaint, you may reach us in any of the following manners:

Phone:

Customer Service Number: 1300 785 847¹

Hours of service:

9am – 8pm AEST (Monday-Friday)

9am – 6pm AEST (Saturday-Sunday)

Email: customercare@viptel.com.au

Postal address:

VIPtel

P.O. Box 7194

Melbourne

VIC 8004

To view VIPtel complaint policy, please log on to:

www.viptel.com.au

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Alternatively you may call Customer Services to request for a hard copy of the policy.

15. CONFIDENTIALITY

- 15.1. We retain all intellectual property rights in any information relating to the Services, the design or operation of our network and other technical information relating to the provision of the Services ('Confidential Information').
- 15.2. You will keep the Confidential Information confidential, and will not allow any written or electronically recorded material to be copied.
- 15.3. On the termination of this Agreement for any reason, you will return all Confidential Information to us. If you have destroyed these, or any of them, then you will give us a written declaration accordingly.
- 15.4. You will keep confidential the manner in which we arrange Services under this Agreement, including our charges and discounts, and other financial information. You must not use information which you acquire from us for any purpose unauthorized in writing by us or in any manner which may cause us loss.
- 15.5. The failure by either party to exercise any right or remedy under this Agreement in a timely manner does not constitute acceptance of the matter which gave rise to the right or remedy, nor that party's waiver of such right or remedy.
- 15.6. To the extent applicable, the Customer Service Guarantee applies to the provision of Services under this Agreement.
- 15.7. If a provision of this Standard Agreement is void, inapplicable or unenforceable or the invalid part severed, the remainder of this agreement will not be affected

16. FORCE MAJEUR

- 16.1. Except to the extent that the TPA Consumer Rights require otherwise, we are not liable for:
 - 16.1.1. any delay in installing any Service,
 - 16.1.2. any delay in correcting any fault in any Service,
 - 16.1.3. failure or incorrect operation of any Service, or

- 16.1.4. acts or defaults of other Suppliers, nor
- 16.1.5. faults or defects in Services which are caused to any material extent by your own conduct or misuse, nor
- 16.1.6. Faults or defects that arise in telecommunication services not provided under this Agreement (even if they are connected with our consent to Services which we have arranged under this Agreement) which are due to incompatibility with the Services.
- 16.1.7. faults or defects of equipment supplied by a linked third party in conjunction with the Services
- 16.1.8. Any other default in performance under this Agreement -
if it is caused by any event reasonably beyond our control, including but not limited to war, accident, act of God, industrial action, embargo, delay or failure or default by any other Supplier.

17. ASSIGNMENT

- 17.1 You may not assign charge or otherwise deal with your rights under this Agreement except with our prior written consent.

18. GENERAL

- 18.1 We may give and receive from other Suppliers information about your account, including particulars of calls and call charges.
- 18.2 Your Service agreement is governed by the laws of your State or Territory.
- 18.3 These Customer Terms contain the whole understanding between us to the exclusion of any prior or collateral agreement or understanding of any kind relating to the Services.

19. VARIATION OF AGREEMENT

- 19.1. We may vary these Customer Terms by publishing the new version on our web site -but this is subject to clause
- 19.2. If you are a consumer, variations that are detrimental to you do not apply to you unless and until we have offered you Walk Away Rights and otherwise complied with the Consumer Contracts Code.

20. VARIATION OF CHARGES

¹ Premium call charges apply same as 1900 and other 6 digit numbers

20.1 We may pass on any new or increased taxes directly applicable to the Service or its supply to you (e.g. a GST increase).

IMPORTANT: We notify you that Charges for content or 'premium' service supplied by third party suppliers are variable.

20.2 We may vary Charges for content or 'premium' service due to a price increase by third party supplier if (a) originally, price and its variability were clearly stated (b) reasonable advance notice is given to you if you used the service in the prior six months. If we do that, you may discontinue the content or 'premium' service without penalty by notice to us within the next billing period.

IMPORTANT: We notify you that Charges international services or roaming charges are variable.

20.3 We may vary Charges for international services or roaming charges, as long as:
20.3.2 price variability is clearly stated as part of Service agreement, and
20.3.3 Current charges are available by calling us.

20.4 We may vary any other Charge flowing on from contract variations with any other Supplier of a service by notice to you that includes Walk Away Rights.

20.5 We may vary Charges during a minimum term if there is no more than a minor detrimental impact on you, but if you inform us of more than a minor detrimental impact we will give you Walk Away Rights.

20.6 We may vary Charges during a fixed term by giving you at least 21 days notice including Walk Away Rights.

20.7 Outside any minimum period, we may vary Charges on 30 days notice to you.

21 PRIVACY ACT 1988

21.1 You agree that we may collect, use and disclose Personal Information about you, in accordance with the Privacy Act. You can access VIPtel's Privacy Policy by visiting www.viptel.com.au.

22 VIPTel FAIR GO POLICY

Our Fair Go Policy is as follows and you must comply with it as a term of your Service agreement: VIPtel mobile telephone SIM and

services are designed and priced for use with a handset by individuals as a conventional mobile telephone service. The following usages of SIM or services are not permitted:

- use of the SIM except in a conventional GSM mobile handset
- use of the SIM or service as part of an automated calling, call routing or messaging system
- use of the SIM or service as part of a wholesale calling or messaging service
- reselling any part of the service
- use of the SIM or service to provide a carriage service (as defined by the Telecommunications Act 1997) to anyone else
- use of the SIM or service to:
 - o re-route or terminate telephone calls or
 - o re-route or deliver messages – That does not originate from the handset containing the SIM
- any other use similar to the above –but to avoid any doubt, these restrictions do not preclude any use that constitutes use with a handset by individuals as a conventional mobile telephone service.

23 PROMOTIONAL OFFERS

VIPTel offers different promotional schemes from time to time; the eligibility criteria are informed to all customers. The date of commencement and discontinuation is reserved with us. At times the offers depend upon services of other carriers, telecommunications service providers or equipment suppliers ('Supplier'), due to which the provisioning may get affected.

24 FURTHER INFORMATION

Further information and the current version of our Customer Terms can be obtained from VIPtel's website on www.viptel.com.au

25 CHANGING THE EXISTING VIPTel NUMBER TO A NEW VIPTel MOBILE NUMBER

If any customer wants to change his/her VIPtel mobile number on the grounds of receiving harassment calls, then the customer has to fulfil either one of the following requirements:

- Lodge a FIR and send us a copy of the same.

OR

- Payment of \$50 (ex. GST)

¹ Premium call charges apply same as 1900 and other 6 digit numbers

**26. VIPtel FINANCIAL HARDSHIP
POLICY**

You can contact us regarding financial hardship issues as follows:

Telephone: 1300-785-847¹

Email: creditmanagement@viptel.com.au

Postal address: P.O. Box 7194, MELBOURNE
VIC 8004

Fax: 1300-858-064

For complete policy log on to:

<http://www.viptel.com.au/policies>

¹ Premium call charges apply same as 1900 and other 6 digit numbers