

Summary Customer Agreement

Important Customer Information Your Rights and Obligations

1. This is a summary of our **Customer Agreement** which applies to all telecommunications goods and Services available from us. Terms in this document have the same meaning as our full Customer Agreement.

Application

2. You must complete an **Application** for a Service. We reserve the right to refuse. In some situations we will complete a credit assessment of you and will share information with credit reporting agencies. This will be detailed in your Application.

Plans & Charges

3. Our Services are sold on **Plans**. Details of your Plan are available in your Plan Brochure (Pricing Schedule) including usage rates, periodic fees and contract basis i.e. minimum term, month to month or prepaid.

4. You must pay our **Charges** which are detailed in your Pricing Schedules. Some Charges will be from third parties such as third party content or Telstra installation techs. Where we reasonably can, we will give you prior notice of these charges.

5. We may offer you a package of Services within a 'bundle' for discounted Charges. Please remember ordinarily, if you stop acquiring a Service from within a bundle, you will lose the bundling discount.

6. Plan changes, where available, start from the first day of the next billing cycle.

Premium Rate & International Roaming

7. Your Service may provide access to **Premium Rate Services & International Roaming**. These are high cost services and we encourage you to consider using them carefully and applying a usage bar to restrict access to them. Please contact us for more details.

Billing

8. **Bill runs** are run each month unless we agree with you otherwise. We rely on billing records from the relevant carrier Providers and accordingly, occasionally we may include items in your bill from prior months (Late Bill). We will never do this by more than 160 days. Our standard credit term is 14 days and we will issue you with a bill at least ten days before it's due.

9. **Periodic Charges** (such as plan fees) are charged in advance (meaning your first bill will include a part month fee for the days in the bill cycle you were connected, plus your next monthly bill cycle fee in advance).

10. **Usage charges and admin fees** are typically charged in arrears. You will be billed based on the usage records of our Providers. Our preference is e-billing however paper bills are available for a \$2.20 fee (waived for Swift Networks Members).

Payments

11. **Payments** can be made by bank account & credit card direct debit, BPay, phone, EFT and cheque or money order.

12. **Payment processing fees** apply for methods other than direct debit, BPay, phone, EFT and cheque or money order.

13. If you do not pay a bill by or on the due date you may be charged a Late Payment Fee of \$11 (waived for Swift Networks Members).

14. If you do not pay your bills, or are repeatedly late in making payment, this could affect the

Credit Management

15. If your payment is more than 60 days overdue, a collection agency will be engaged and you will be liable for **Recovery Costs** we incur.

16. If you are experiencing **Financial Hardship** we may be able to offer assistance. Please contact us to discuss options as soon as you can.

17. We will not typically request a security **Bond** or an **Advance Payment**, however, in some circumstances where we reasonably consider there are payment risks, we will ask for these (e.g. based on payment history).

18. In accordance with relevant legislation, including the **Privacy Act**, you authorise us to share personal information about you with a credit reporting agency.

Service suspension by us

19. For the purpose of protecting you from high bills, we may issue you with a **Credit Limit** for your service or for your account, at which point your Service(s) will be suspended. If we do this, we will provide you details.

20. We may also **Suspend** your Service where we suspect illegal, unusual, unacceptable, unsafe or fraudulent activity on your Service or if there is an emergency.

Service suspension by you

21. With the exception of home phone services, you are able to suspend your Service in situations where you are not within a minimum term on contract. Please note, if you Suspend a service it may impact your entitlement to bundling discounts and Service **Suspension** and **Reconnection fees** apply (no charge for Members).

Monitoring

22. We aim to monitor use of your Service, however we cannot promise to do so. Where applicable, we will comply with TCP code requirements to provide you with online access to itemised usage records and provide you with sms/email usage alerts.

Equipment, software etc

23. **Equipment:** Unless otherwise agreed you are responsible for the purchase, installation, configuration, and maintenance of required Equipment, software, cabling and power to access our Services.

24. If we sell Equipment on credit terms, we retain ownership until fully paid for, however risk passes to you on delivery.

Using the Services

25. Our Services, including Customer Services, are provided in accordance with the **Critical Information Summaries** which are available on our website. These documents provide useful information on how to use our services, applicable features and charges.

26. We seek to ensure our customers use their Services legally, safely and fairly. Accordingly, we require you to use your Services in accordance with our **Acceptable Use** and **Fair & Safe Use Policies**. These are available on our website.

Carriage Service Providers

27. Our Services are enabled through Carriage Service Providers. You must not contact them directly or you may incur charges. You must follow the Operational Instructions from the Providers (and us), particularly in an emergency.

Telephone numbers, email addresses etc

28. **Numbers & Internet Identifiers** (IP & email addresses) will be issued and managed by us, in accordance with the telecommunications Numbering Plan or relevant authority. We are not responsible for these and you do not own them.

Termination by us

29. If your minimum term has expired, your service will continue on a month to month basis. However, if we need to, we may terminate your Service on 30 days written notice.

30. We may also terminate your Service, with reasonable notice, in situations of material breach of Contract, actual or suspected fraud, if you do not pay, or if we can no longer provide the Service.

Termination by you

31. You may terminate your Service at anytime, effective on the start date of your next **Billing Cycle**.

32. If you terminate your Service and you are within a minimum term contract, you will need to payout your contract commitment. We call this an **Early Termination Fee**

33. You have **Walk Away Rights** to terminate without penalty, where we are unable to supply a Service to you for more than 14 days or if we change your Contract conditions or pricing in ways that impact you. We will explain your specific termination rights in these circumstances.

Variations

34. We may vary your Contract on reasonable notice, including by email, notice on your bill or post. This may give rise to penalty-free Walk Away Rights. We will give you more information about those rights if they apply.

Warranties

35. Warranties are provided by us on goods we sell in accordance with requirements of Australian Consumer Law and are otherwise limited to the maximum extent possible to the manufacturer's warranty.

Complaints

36. Complaints are taken seriously. Our process accords with the TCP Code. Please log complaints by calling us on 1300 650 679. You may also lodge complaints with the TIO and possibly to your state's Consumer Affairs Office or the ACCC.

Other terms

37. The **Customer Service Guarantee (CSG)** sets specific performance standards for fixed line telephone Services. We do not promise to comply with the CSG. Accordingly, on our fixed telephone Services you have a 5 day cooling off period where you can cancel your Contract without penalty.

38. Your Privacy is taken seriously by us. Our **Privacy Policy** is available on our website.

39. Priority Assistance is only available through Telstra's retail channels and is therefore not available.

40. Commercial Electronic Messages do not have to comply with section 18(1) of the Spam Act 2003

To obtain this document in languages other than English, call the Translating and Interpreting Service on 131450. To obtain a large print or full version call us on 1300 650 679 or check our website.