

If you are entitled to a Cooling-Off Period in NSW or Northern Territory  
**THIS CONTRACT IS SUBJECT TO A COOLING OFF PERIOD OF FIVE BUSINESS DAYS IN NSW & TEN CALENDAR DAYS IN NORTHERN TERRITORY**

### Section D

#### SUMMARY STANDARD CUSTOMER AGREEMENT

### Important Customer Information: Your Rights and Obligations

#### 1. Standard customer agreement

Our standard customer agreement sets out the terms & conditions under which we supply to our customers a bundled product which consists of telecommunications services (the **Mobile Services**) and sale of Mobile Equipment on a payment plan (the **Mobile Equipment**).

Our standard customer agreement is a standard form of agreement for the purposes of telecommunications legislation. We have lodged the standard customer agreement with the Australian Communications Authority (the **ACA**) under Part 23 of the *Telecommunications Act 1997 (Cth)*.

**The standard customer agreement is binding on us and on you, our customer.** The standard customer agreement is binding on you even if you do not have a copy or have not read the standard customer agreement.

**Up to date copies of the standard customer agreement and summary are available on request from us at Norwest Business Park, Unit 301, 5 Celebration Drive, Bella Vista NSW 2153 and from our website at [www.telecomconnect.com.au](http://www.telecomconnect.com.au).**

The standard customer agreement does not apply to the extent that you have expressly agreed to any special terms and conditions for the supply of services and equipment in an individual contract.

**We may change or cancel any of the terms and conditions of the standard customer agreement without giving you prior notice, unless that change or cancellation is detrimental to you.** If it is detrimental to you, we will either advertise that change in a national daily newspaper at least 3 working days before it takes effect or we will send you a notice about the change, with or on your bill or by another method of our choice, at least 3 working days before it takes effect. If we advertise the change as described above and do not send you a notice about the change before it takes effect, we will send you a notice about the change, with or on your bill or by another method of our choice, within 16 weeks after the variation takes effect. Any change will apply to all Mobile Services and Mobile Equipment supplied after it takes effect.

**We will publish a revised summary, including any variation to our standard customer agreement, on our website within 4 weeks of making any variation.** We will provide you with a summary of the

effect of any proposed change which is detrimental to you, on request.

A copy of this summary in large print form is available, on request.

#### 2. This summary

We must provide you with this summary of the standard customer agreement, in place of providing you with the standard customer agreement.

**This summary gives you an overview of important terms and conditions in the standard customer agreement. It does not cover all the terms of the standard customer agreement** and special terms and conditions may apply to some services. This summary is only for the information of customers. It does not prevail over anything in the standard customer agreement.

**If you require more information about your rights and obligations under the standard customer agreement, please read the standard customer agreement.**

#### 3. Parts of the standard customer agreement

The standard customer agreement is made up of the following:

- the General Terms;
- Part A – Packages;
- Part B – Rental Equipment;
- Part C – Maintenance and Software;
- Part D – Voice Services;
- Part E – Data & Internet Services; and
- Part F – Mobile Services and Mobile Equipment.

By signing a Mobile Services and Mobile Equipment application form (the **Application**), you are taking Mobile Services and Mobile Equipment **and therefore only the General Terms (to the extent relevant) and Part F will apply to you.**

#### 4. Providing Mobile Services and Mobile Equipment

We will provide Mobile Services and Mobile Equipment to you, as set out in your Application, on the terms set out in Part F and on the General Terms (to the extent they are relevant to the Mobile Services and Mobile Equipment).

To be eligible to receive Mobile Equipment you must:

- apply for Mobile Services in your Application;
- apply for Mobile Equipment in your Application;
- agree to our Minimum Term and Minimum Monthly Spend requirements;

- (d) use the Mobile Services and Mobile Equipment for business purposes only; and
- (e) meet our minimum credit requirements.

By meeting these eligibility requirements and your Eligibility Call spend, you are getting an overall saving when compared to what you would pay if you acquired the Mobile Equipment and/or Mobile Services separately. This saving is incorporated in the Minimum Monthly Spend set out in your Application and has been calculated based on your Minimum Monthly Spend and your level of Eligible Call spend.

We do not warrant that Mobile Services will be provided without interruption, delay or faults. We will provide the Mobile Services subject to availability, geographical and technical capability. The Mobile Service is only available within the limitations of the GSM Network, GPRS Network or CDMA Network and within that coverage area there may be areas where coverage is limited or unavailable.

**You warrant that the Mobile Services and Mobile Equipment will be used for business purposes only** and the amounts incurred by you under the standard customer agreement are necessarily incurred in carrying on business.

**You acknowledge that your Minimum Term Contract relates to one SIM only and one handset (Mobile Equipment) only. For the avoidance of doubt, your Application may specify more than one Minimum Term Contract.**

### 5. Faults, Repairs & Access to Premises

We will provide a 24 hour per day 7 days a week lost and stolen reporting service. You should notify our help desk on 1300 738 002 (or dial +61 2 8884 7600 if you are calling from overseas) or the contact number located on our website at [www.telecomconnect.com.au](http://www.telecomconnect.com.au).

We will provide a fault reporting service via our help desk on 1300 738 002 (or dial +61 2 8884 7600 if you are calling from overseas) (or the contact number located on our website at [www.telecomconnect.com.au](http://www.telecomconnect.com.au)) or by sending an email to [info@telecomconnect.com.au](mailto:info@telecomconnect.com.au) during business hours (8.30am to 5pm – Monday to Friday)

### 6. Approved Equipment

You may only access the Mobile Service with equipment, SIM and other devices approved by us. You may only use the Mobile Service and the Value Added Feature with a mobile phone or other device specified at [www.telecomconnect.com.au](http://www.telecomconnect.com.au) as being compatible with the Value Added Feature. However, you agree that:

- (a) we do not represent or guarantee the extent to which a handset, Mobile Equipment or other device we specify as being compatible for use with a particular Value Added Feature will be able to be used with that Value Added Feature; and
- (b) your ability to use a Value Added Feature and each of its features will depend upon the features and functionality of your

handset or Mobile Equipment.

### 7. Charges & Payment

**We will charge you for all use of your Mobile Services and Mobile Equipment and other charges in accordance with the standard customer agreement, whether or not you authorised that use. This means that if someone uses your mobile phone without your permission or knowledge, you have to pay for the Service.** You will be charged for Mobile Services and Mobile Equipment according to the Rate Sheets accompanying this summary, the charges stated in the Application and the standard customer agreement and for miscellaneous charges (if any), details of which are available from us on request. **Charges may vary depending on peak and off-peak times, the type of call, the volume of calls, specific terms of a contract and any applicable rebates, discounts or special rates that may apply from time to time. Discounts or rebates may be specified on your Application.**

The charges stated in the standard customer agreement (including the Application & Rate Sheets) are GST exclusive unless expressly stated otherwise.

Our records are sufficient evidence of amounts payable by you unless shown to be incorrect.

**If you require more information about our call charges, please contact us on 1300 738 002** (or dial +61 2 8884 7600 if you are calling from overseas).

We will bill you for any charges payable under the standard customer agreement. We will usually invoice you in arrears for periodic charges, connection and services fees and usage charges unless expressly stated to the contrary or expressly agreed in writing otherwise. We will usually send you a monthly invoice for charges due, but we may vary invoice frequency without notifying you and we may issue interim invoices. Your bill will indicate your options for making payment. We will add a charge to your next invoice if an invoice is paid by cheque and that cheque is dishonoured. If you are a company, we may impose a default charge on any part of the charges not paid to us by the due date on the invoice. These charges will be calculated using the procedure set out in the standard customer agreement. We may also charge you administration fees for recovering overdue amounts from you.

**We do not promise to monitor your Service for excessive or unusual usage or your level of liability for charges for such usage. You acknowledge and agree that we can suspend, cancel or bar your Service if it is used in an excessive or unusual way, but do not promise to do so. If we do suspend, bar or cancel your Service, you still have to pay for any charges incurred for any excessive or unusual usage (regardless of how caused) and the provisions relating to liability and indemnity also remain unaffected. There may be excessive or unusual use if you have a call that remains connected for an unusually long period of time or where an unusually large volume of calls to premium-rate or international services start being made from your Service. Telecom Connect is not responsible for any equipment**

tampering or service fraud. Should you have any questions in relation to steps which may be taken to reduce the potential risk of fraud in relation to a Service or telecommunications equipment, please contact us and we will endeavour to provide such information or direct you to an appropriate source of information.

### 8. Security

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We may require you to lodge a security bond. We may deduct from that bond any amounts owing to us 30 days after the date of issue of an invoice. We may also set a limit on the amount we will allow you to spend on Mobile Services and Mobile Equipment during a month.

### 9. Mobile Number Portability

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You must sign the Mobile Number Portability Authorisation Form ("Authorisation") which forms part of your Application. You agree and acknowledge that you have been given the opportunity to read, or have read, and agree to abide by the terms and conditions relating to Mobile Number Portability under Part F of the General Terms of the standard customer agreement.

### 10. Termination & Suspension

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We may terminate the standard customer agreement or suspend, limit or cancel the provision of any Mobile Service and Mobile Equipment by (i) giving you 30 days prior written notice or (ii) under clause 11.1 of the standard customer agreement. You may terminate the standard customer agreement or cancel the provision of any Mobile Service and Mobile Equipment by giving us notice, except if you are on a Minimum Term Contract, in which case liquidated damages will be payable to us.

We may suspend, limit, cancel or terminate a Service in a number of circumstances, including if you do not pay your bills; you breach the terms of the standard customer agreement; you become bankrupt or insolvent; where it is necessary to restore or maintain the network or Mobile Services; you do not notify us of your changed address or billing contact details; we are unable to supply or continue to supply you with the Mobile Services and Mobile Equipment due to the cancellation, suspension or termination of any agreement with our suppliers; we are unable to supply you with the Mobile Services due to geographical coverage, capacity or technical capability limitations; you have failed our credit check requirements, or we reasonably determine that you are no longer credit worthy; and where we are legally entitled to do so. In each of these cases, if you are on a minimum term contract then liquidated damages will be payable to us.

Whether or not you are on a Minimum Term Contract, if either of us terminates this standard customer agreement then you must pay us within 7 days of our demand all unpaid amounts payable up to the termination date and you must, if we request, either immediately return the SIM (at your cost); or make the SIM available for collection.

**If you are on a Minimum Term Contract and we terminate the**

standard customer agreement under clause 11.1 of the standard customer agreement or if you terminate the standard customer agreement by giving us notice then, in addition to the other payments specified above, you must pay us by way of liquidated damages and within 7 days of our demand either:

- the liquidated damages amount specified in your Application; or
- if no amount is specified in your Application, a charge that is calculated according to the formula set out in clause 86.4 of the General Terms.

### 11. Liability & Indemnity

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**We limit and in some circumstances exclude our liabilities and warranties for providing Mobile Services and Mobile Equipment as set out in the standard customer agreement. To the maximum extent permitted by law, we exclude all implied conditions and warranties that may arise under our standard customer agreement. To the maximum extent permitted by law, we, including our related bodies corporate, will not be liable for any loss of profit, savings or data or for any indirect and consequential loss.**

Our liability, and that of our related bodies corporate, for direct, indirect or consequential loss or damage arising out of the standard customer agreement, will be limited at our option to the repair or replacement of goods or payment of the cost of their repair or replacement; or the resupply of services or equivalent services or the payment of the cost of having those services resupplied. **This limitation will only apply where those goods or services are not of a kind ordinarily acquired for personal, domestic or household use or consumption and section 68A(2) of the Trade Practices Act 1974 (Cth) does not apply.**

You indemnify us and our related bodies corporate against (that is, you can be made to pay for) any loss, cost, expense, damage or liability arising out of: your breach of the standard customer agreement; claims or demands made against us by people other than you arising from our supply of Mobile Services and Mobile Equipment to you; claims or demand which you or anyone else make against our suppliers arising from our supply of the Mobile Services and Mobile Equipment to you; any damage caused by you or your employees, agents or contractors to our, or our supplier's, network, equipment or other property; the reproduction, broadcast, use, transmission, communication or making available of any material (including data and information of any sort) by you; or any breach of a person's rights or defamation or alleged breach or defamation of a person involving your use of the Mobile Services and Mobile Equipment.

### 12. Complaints

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We aim to investigate and resolve your complaints quickly and effectively. If you have a complaint, you may complain to our customer service number or in writing. We will comply with our consumer complaints policy. If we cannot resolve your complaint, you may refer your complaint to the Telecommunications Industry Ombudsman

(TIO), the ACA or the Department of Fair Trading in your state. Further information is contained in our customer complaints policy which is available on our website at [www.telecomconnect.com.au](http://www.telecomconnect.com.au). The TIO is authorised to investigate certain complaints by residential and small business users of telecommunications services. For further information, see the TIO web-site at [www.tio.com.au](http://www.tio.com.au)

### 13. Privacy and your email

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If you are a natural person we may collect personal information about you when you apply for the Mobile Services, included but not limited to your electronic contact details such as email or SMS. We will use this information to provide you with and administer the Mobile Services, including disclosing it to third parties who assist us to provide the Mobile Services to you and to our related bodies corporate and business partners. We, and our related bodies corporate and business partners, will also use your information to tell you more about other goods and services each of us offers and you agree to us doing so unless you tell us not to. You can do this by contacting our privacy officer on 1300 738 002 or ticking the appropriate box in the Application form.

You can contact our privacy officer on 1300 738 002 if you have any questions relating to privacy and further information is available on our website at [www.telecomconnect.com.au](http://www.telecomconnect.com.au).

If you are a business customer we may collect information about your business, including but not limited to your electronic contact details such as email or SMS.

**Clauses 7 and 8 of the standard customer agreement tell you more about how we usually collect and disclose your personal information and/or business information.**

You consent to us sending you commercial electronic messages. If you do not want us to send you commercial electronic messages you may ask us not to by ticking the appropriate box in your Application or by sending a blank email to [info@telecomconnect.com.au](mailto:info@telecomconnect.com.au).

### 14. Credit Checks

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We may also conduct credit checks on you. The standard customer agreement and your Application contain further details about other information we may provide to a credit reporting agency and other uses and disclosures we may make of your personal information.

### 15. Authority

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If you are a business customer then you agree that if we need your consent to undertake certain actions, then provided we act in good faith, we may rely upon the authority of any of your employees, who warrants to be authorised to provide consent and to act on your behalf on a bona fide matter concerning this standard customer agreement.

You warrant that you have provided full and accurate personal information and/or business information to us in connection with this

standard customer agreement, Application and Mobile Number Portability Authorisation Form and you have full power and authority to enter this standard customer agreement, Application and Mobile Number Portability Authorisation Form.

**You authorise us to complete any blank spaces or incomplete information in your Application and Mobile Number Portability Authorisation Form.**

### 16. Further Information

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You can obtain further information-by writing to us at Norwest Business Park, Unit 301, 5 Celebration Drive, Bella Vista NSW 2153; from our website at [www.telecomconnect.com.au](http://www.telecomconnect.com.au); or by contacting our customer service inquiry line on 1300 738 002 (or dial +61 2 8884 7600 if you are calling from overseas).