



ACURUS SUMMARY OF STANDARD AGREEMENT FOR SUPPLY OF SERVICES

This is a summary of ACURUS’ Standard Form of Agreement (Standard Agreement or SFOA). The SFOA sets out the terms and conditions on which ACURUS provides telecommunications services (Services) to customers.

It is not possible to cover everything in the SFOA and this summary is designed to give you, our customer, and information about the important matters generally applying under the SFOA. Particular services may have specific terms and conditions, which are set out in the SFOA.

A copy of the full SFOA is available from the ACURUS website at www.Acurus.com.au/downloads/sfoa.pdf or on request. This summary does not override or change anything in the SFOA and is provided for information purposes only.

The SFOA is binding on you. As a customer you are obliged to comply with the terms and conditions of the SFOA even if you do not have a copy and have not read it.

IMPORTANT CUSTOMER INFORMATION INCLUDING YOUR RIGHTS AND OBLIGATIONS

Provision of Services

ACURUS supplies the following Services under the SFOA, including goods and equipment to make use of those Services:

Leased Line Services, Frame Relay Services, Asynchronous Transfer Mode (ATM) Services, ACURUS Multi Protocol Label Switching (MPLS) and Virtual (“VPN”) Private Network Services, Managed Solutions, Ethernet Services, Integrated Services Digital Network (ISDN) Services, 13/1300/1800 BizXpand Services, Long Distance Services, Teleconferencing Services, Co-location Access Line Services, Business Line Services, Dedicated Internet Access Services, ACURUS SpeedStream DSL Services, ACURUS SuperDSL Services, ACURUS PowerBand Services, ACURUS Super Wireless, ACURUS Dial/ISDN Service, Co-location Services and PowerPack Services.

There may be a Minimum Term for which we will contract to provide a particular Service. We may provide the Service using a combination of the ACURUS network and ACURUS owned facilities and any network or facility of another carrier or carriage service provider.

Commencement & Term

The Agreement commences on the date you sign the Application for Service and continues for the Minimum Term (if any) and then on a month to month basis. The Minimum Term (if any) commences on the earlier of (a) the date on which we first notify you that the Service is ready for use and (b) the date on which you first use the Service.

Termination & Suspension

There are certain events, which may result in us suspending, restricting or canceling the Services, including if:

- You default in payment of any Charges by the due date and fail to remedy such default within 7 days of written notice from us;
- You default in any other obligation and fail to remedy such default within 14 days of written notice from us; or
- We reasonably suspect fraud or misuse of the Service by you. These events are set out in full in the SFOA.

If you wish to terminate a Service prior to expiry of an applicable Minimum Term, you must give us notification by giving 30 days written notice provided that such notice does not take effect on any day other than the last day of a calendar month and pay to us an early termination fee in an amount equal to the Recurring Charges payable for the remainder of the Minimum

Term. If we validly terminate a Service prior to expiry of the Minimum Term, you must pay to us, by way of liquidated damages, the fee referred to above; being a genuine pre-estimate of the losses we will suffer as a result of early termination. Either party may terminate a Service immediately on giving written notice to the other party if that other party becomes insolvent or a receiver or liquidator is appointed or anything analogous to such events. After expiry of any applicable Minimum Term, either party may terminate the Service by giving 30 days written notice to the other, provided that such notice does not take effect on any day other than the last day of a calendar month.

Charges & Billing

Charges for the Services include:

- A one-off Installation Charge and monthly Recurring Charges which we bill in advance;
- Usage Based Charges which we bill in arrears;
- Occasional charges for miscellaneous works as set out in the SFOA.

There may be other Charges payable in respect of a particular Service, which are set out in the Application for Service. We will charge you an amount on account of the GST liability for supplies made to you. We may vary the Charges at any time after expiry of the Minimum Term, upon giving you 30 days notice or publication of new rates. We will bill you monthly but we may at any time vary the billing cycle on a one-off or continuing basis. Our records and those of our suppliers (including other carriers and carriage service providers) are conclusive evidence of the amount payable. For the avoidance of doubt, ACURUS will, acting reasonably, consider any genuine billing dispute raised by you.

Performance Targets

The Services have performance targets, which are set out in the SFOA and cover, where applicable:

- network availability;
- repair times; and
- provisioning times depending on access site conditions.

We do not guarantee that the Services will be continuous or fault free but will use reasonable endeavours to meet the performance targets. Service rebates are available for particular Services under certain conditions if these targets for installation or availability are not met. These rebate entitlements are set out in the SFOA.

Customer Service Guarantee (CSG)

The ACA has established certain minimum performance standards (**CSG Standard**) to be complied with by carriage service providers in relation to the connection and fault rectification of the standard telephone service and the attending of appointments by carriage service providers.

The CSG Standard aims to protect residential and small business customers against poor service and provides financial compensation when these standards are not met. The CSG does not apply to mobile phone services, customer equipment or to customers who have more than five phone lines.

Accordingly, if you qualify as a residential or small business customer you may be entitled to claim specified damages if ACURUS fails to meet the CSG Standard. Further information is available from the Australian Communications Authority (“ACA”) website at www.aca.gov.au/consumer/csg/index.htm.

Complaints & Fault Reporting

If you wish to report a fault or make a complaint, you should call ACURUS on: For All Customers - 1300 885 220

ACURUS provides a 24-hour fault reporting service, which is prioritised depending on the severity of the fault and escalated accordingly. ACURUS is responsible for rectifying faults within its network. Where the fault is



within another carrier's network which is interconnected to the ACURUS network, ACURUS will notify that other carrier of the fault and request that the fault be repaired promptly but will bear no further liability or responsibility.

If ACURUS responds to a fault reported by you and it is found to be caused by your equipment, or no fault in the Service exists, you may be charged a call out fee and, where applicable, ACURUS' service fees for fixing the fault. ACURUS also provides a high-level complaint escalation procedure for complaints, which are not resolved at the point of initial contact with ACURUS's customer service representative.

Key Obligations

- (a) You must pay all Charges for the Service within 30 days of the date of invoice. You may be charged interest if you fail to make payment by the due date. You will be responsible to pay for all Charges whether or not you authorised use of the Service by another person.
- (b) You must not interfere with the operation of the Service, the ACURUS network or the network of any other carrier or carriage service provider that is interconnected to the ACURUS network or ACURUS Equipment.
- (c) You must indemnify us against any costs, losses, damages, claims, liabilities or expenses arising from the use of the Service (eg. for any transmitted material which is defamatory or in breach of copyright), or any personal injury to or death of any person or any property damage caused by your act or omission or by your breach of the SFOA.
- (d) You must notify us of any faults in relation to the Service and provide all necessary assistance to enable location and repair of any Service faults.
- (e) You must obtain any authorisation, permission or licence necessary for us to provide the Service to you.
- (f) You agree to allow our authorised personnel safe access to any ACURUS Equipment, Your Equipment and any of Your Premises at which a Service is to be provided.
- (g) You bear the risk of loss or damage to any ACURUS Equipment while it is in your possession or control.
- (h) You must comply with any instructions we may give you and provide all information and assistance we may require in order that we can comply with any directions of a government agency, emergency services organisation or other authority, or as necessary to avoid causing any breach by us of any of our suppliers' (including other carriers' and carriage service providers') terms and conditions of supply to us.
- (i) If we grant you access to our Customer Service Portal (**Portal**) for the purposes of requesting new Services, a variation to a Service or accessing your account information, you must ensure that your username and password are kept safe and secure, are only used by you and are not disclosed to any other person. You are solely responsible for your own anti-virus and security measures while using the Internet to access the Portal. We exclude all liability for any damage suffered as a result of unauthorised access to your account or for any incorrect or incomplete information contained in the Portal.

Personal Information

We collect and use Personal Information about you primarily to supply you with the Services you order from us. We also collect and use your Personal Information for related (or secondary) purposes, including assessing your creditworthiness, billing and account management, to provide you with information about products and services which we, or any of our partners or

affiliates, may provide to you, business planning and product development and complying with legal requirements.

If you do not provide all the Personal Information we request from you, we may be unable to supply the Service you have requested or we may be restricted in the way we supply that Service to you. We may disclose your Personal Information (for the purposes set out above) to any of our suppliers (including other carriers and carriage service providers, and our equipment suppliers) who needs access to the Personal Information to provide us with goods or services, enabling us to supply you with the Service, or any Related Body Corporate of ours, or any of our partners or affiliates.

For the purposes of processing your Application for Service, establishing your account and ongoing credit management of your account, you authorise us to obtain credit information from credit reporting agencies and businesses that provide that information. You also authorise us to provide credit information to any credit provider.

Liability

You have rights under the *Trade Practices Act*. Subject to that act and except as expressly provided to the contrary in the SFOA, we are not liable to you for any breach of any express or implied terms, conditions or warranties.

Where we are unable by law to exclude our liability, but we are permitted to limit that liability, our liability for such breaches is limited, at our option, to, if the breach relates to goods, the replacement or repair of the goods; or, if the breach relates to services, the re-supply of those services, or paying the cost of having those services re-supplied.

To the extent permitted by law:

- (a) we are not liable to you for any indirect or consequential loss, loss of profits, loss or corruption of data or interruption to business in connection with the SFOA;
- (b) our aggregate liability to you in respect of all claims whether in contract, negligence, other tort or statute will not exceed the amount paid to us by you during the Minimum Term; and
- (c) the rebates available under the SFOA, are your sole remedy in respect of any event giving rise to our failure to achieve any performance target.

Assignment

You cannot transfer or assign any of your rights or obligations under the SFOA without our prior written consent. We can assign or novate the SFOA to any Related Body Corporate or other person without your consent.

Variation of SFOA

We may vary the SFOA from time to time. We will notify you of any non-detrimental changes by posting the change on our website. In relation to detrimental changes, you will be notified in accordance with Section 11 of the *Telecommunications (Standard Form of Agreement Information) Determination 2003*. This determination is available at the ACA website. (http://www.aca.gov.au/aca_home/legislation/radcomm/determinations/telecom/sfoainfo_03.pdf).

By submitting your initial Application for Service to ACURUS, you acknowledge and agree that the initial and all future Applications for Service submitted to us will also be governed by ACURUS' SFOA as amended by us from time to time.

COMPANY AUTHORISATION

Company Name

Company ABN

Name of Authorised Signatory

Authorised Signature

X

Date