

8. What am I liable for and what are my obligations?

- 8.1 You are liable to pay all charges in relation to the use of the Service(s) by you or any other user (whether or not the use occurred with your knowledge and/or consent).
- 8.2 You must not and must ensure that no-one else uses the Service(s) for any purpose which is illegal, improper or unauthorised, or to transmit, publish or communicate any defamatory, offensive, indecent, harassing or unwanted material.
- 8.3 We may charge you a fee for any lost, damaged, stolen or detained Equipment.
- 8.4 You must promptly report faults in the Service(s) to Our Contact Centre.
- 8.5 If you choose to receive bills by email you must provide Us with a valid email address and notify Us of any changes to that address.
- 8.6 Further details of your obligations and liability to Us are set out in the SFOA.

9. TransACT's liability to me

- 9.1 Our obligations to you are set out in your Agreement or implied by laws referred to in your Agreement. The Australian Consumer Law ("ACL") contains Consumer Guarantees and if a good or service fails to meet a Consumer Guarantee you have a right against Us. The ACL and other applicable legislation may give you additional rights. Further information about your rights under the ACL is available from the Australian Competition and Consumer Commission website at www.accc.gov.au.
- 9.2 If We breach a CSG you may have a right against Us pursuant to Part 5 of the Telecommunications (Consumer Protection and Service Standards) Act 1999. We may not be able to connect some Services within the timeframes specified in the CSG and may ask you to sign a CSG Waiver to release Us from such obligations.
- 9.3 To the maximum extent permitted by law, We exclude all liability to you or your authorised users arising from or in connection with your Agreement.

- 9.4 Where Our liability cannot be excluded but can be limited, it will be no more than the total charges paid by you under your Agreement during the earlier of the 6 month period prior to your claim, and the start of your Agreement.
- 9.5 If We provide you with a telephone Service We are not liable for any expense or loss incurred by you or your business due to any change, withdrawal, re-allocation, suspension or cessation of your right to use your Service Number.
- 9.6 Nothing in your Agreement excludes or limits your rights under law if we cannot legally do so.

10. How can I lodge a complaint about my service/s?

- 10.1 Complaints should be made in writing and addressed to: Compliance Officer TransACT Communications Pty Ltd
PO Box 1006,
Civic Square ACT2608
- 10.2 Our complaint's handling policy is available on Our website or from Customer Care.
- 10.3 If you are dissatisfied with Our response you may raise certain matters directly with the Telecommunications Industry Ombudsman. The TIO will only address a complaint after you have first tried to resolve it with us.
- 10.4 You may also make a complaint to the Australian Competition and Consumer Commission and Consumer Affairs Victoria who can investigate consumer complaints.

11. How is my personal information used and protected?

- 11.1 We and/or Our agents may collect personal information (including identity particulars) about you for the primary purpose of providing you with the Service(s) you have requested and communicating effectively with you in delivering the Service(s).
- 11.2 We may use your personal information for purposes related to providing you with the Service(s) in circumstances which you would reasonably expect Us to use the information.

- 11.3 You may request access to any Personal Information We hold about you at any time and We will provide you with access.
 - 11.4 We may receive, obtain, use, disclose and exchange personal information and credit information about you with credit providers or credit reporting agencies, content partners, other telecommunications companies, subcontractors and law enforcement agencies for the purposes set out in clause 22 of the SFOA (including reporting overdue payments, serious credit infringements and dishonoured cheques, which may lead to a default being listed on your credit file) and as permitted by the Privacy Act 1988 and under Part 13 of the Telecommunications Act 1997.
 - 11.5 As a telecommunications service provider we are required by law to provide your name, address and mobile telephone number to a national database known as the Integrated Public Number Database.
 - 11.6 Any Access Security Code, such as a user password, issued or selected by you in relation to the use of the Service(s) must not be disclosed and We will not be liable for any loss or damage suffered by you due to unauthorised use of any Access Security Codes.
 - 11.7 If you acquire a fetchtv service from Us, We may disclose your personal information to Fetch TV (the supplier of the fetchtv service), and Fetch TV may also collect "user behaviour data" about your use of the fetchtv service. This user behaviour data may be used to provide content and advertising which is more relevant to your interests, and may (in an aggregated form) be disclosed to Us and to third parties. You can opt out of the collection of this data – see our privacy policy for details.
 - 11.8 Further information about the way We handle your personal information can be found in Our Privacy Policy which can be accessed via Our website.
- Information about the Service(s) We provide can be found at www.transact.com.au. If you require any further information regarding your Agreement or the Service(s) you can contact our Customer Care Team on 13 30 61. For hearing impaired assistance please call the National Relay Service on 13 36 77. For assistance in language other than English please call the Translating and Interpreting Service on 13 14 50.

Summary Standard Form of Agreement

Summary of the TransACT Victoria Standard Form of Agreement for Fixed Line Telephony, Broadband and Television Customers

Important Customer Information: Your Rights and Obligations

Introduction

This is a summary of the TransACT Victoria Standard Form of Agreement for fixed line telephony, broadband and television services (**SFOA**), applicable to customers who initially contract or re-sign with TransACT Victoria for some or all of those services on or after 7 June 2011.

To the extent of any inconsistency between this summary and the SFOA the terms of the SFOA will prevail.

The full terms and conditions of your agreement are set out cumulatively in the SFOA, your Application, the Plan Details and any other terms and conditions you receive from us (**Agreement**). A current version of the SFOA and a copy of this summary in large print can be obtained from Our website, www.transact.com.au, or by calling Our contact centre on 13 30 61.

For the purpose of this summary TransACT/Us/We/Our means TransACT Victoria Communications Pty Limited [ACN 063 024 475]. Capitalised terms used in this summary are as defined in the SFOA.

1. What is the Service?

- 1.1 The Service(s) to which this summary relates is all of the digital mobile telecommunications, data services, internet, television and any other services selected by you and for which you have entered into an agreement with Us.
- 1.2 We do not warrant that the Service(s) will be provided on an uninterrupted or fault-free basis.
- 1.3 If We provide you with an internet Service you agree that:
 - (a) you are responsible for installing appropriate security devices to prevent unauthorised access to your computer/network;
 - (b) we are not responsible for the content and have no obligation to monitor, control, remove or sensor the content of the Service; and
 - (c) if the service is a dial up internet service, it is not designed for continuous connection. A maximum session time of 4 hours may be applied and the Service may be disconnected if a period of idle time is detected.
- 1.4 If We provide you with a fixed-line telephone Service you acknowledge that:
 - (a) the Service will not operate in the event of a power failure or disruption and you will have no access to emergency services;

- (b) We do not offer priority service to customers with life threatening medical conditions;
- (c) you are responsible for the provision of telephone handsets and any other equipment necessary to receive the telephone Service; and
- (d) you do not own your Service Number.

2. How will I be charged?

- 2.1 You will be charged in accordance with the rates and charges for your Service(s) set out in the SFOA or elsewhere in your Agreement. Depending on your Service(s) and plan(s) you may incur connection and flag fall fees, monthly access fees, service and call charge fees. Charges may differ during peak and off-peak times.
- 2.2 Charges may be varied by Us from time to time.
- 2.3 We may require you to pay a Security Bond for the Service(s). We may use the Security Bond to pay any outstanding charges on your Account. We will return the remainder of your Security Bond upon termination of your Agreement and full payment of all outstanding charges for the Service(s).
- 2.4 We may monitor the use of your Service(s). If excessive or unusual activity is detected We may contact you and/or temporarily restrict or suspend your Service(s), however We are under no obligation to do so.
- 2.5 We may advertise special prices, packages, discounts or other terms in relation to any of the Service(s). You may submit an application to take up a Promotion, and, if your application is accepted, you will be bound by the terms and conditions of the Promotion.
- 2.6 You will be billed for any Service(s) supplied pursuant to a Promotion.

3. When and how will I receive my Bill?

- 3.1 Unless otherwise advised, you will be billed monthly for your Service(s).
- 3.2 Bills will be sent to your email address (if requested in your application) or to your Billing Address.
- 3.3 We will endeavour to include all applicable charges for a Billing Period in the corresponding Bill, however if this is not possible We may include unbilled charges in a later Bill.
- 3.4 You must promptly advise Us of any changes to your Account details, including your Billing Address, email address and credit card details.

4. What happens if I don't pay my Bill on time?

- 4.1 You must pay your Bill by the Due Date using one of the payment methods set out in your Bill. If you pay your Bill using a credit card or direct debit, We may charge you a processing fee.
- 4.2 The Due Date will not be less than 14 days after the date of the Bill.
- 4.3 If you do not pay the full amount by the Due Date We may:
 - (a) charge you a Late Payment Fee for the amount set out in your Agreement;
 - (b) recover debt collection or other costs associated with your non-payment; and
 - (c) suspend the Service(s) and charge you a reconnection fee.
- 4.4 If you dispute a Bill, you must do so within 6 months of the Due Date of that Bill.
- 4.5 We will provide you with replacement copies of your Bills upon request, however, there may be a charge for this service.

5. How long is the term of my Agreement?

- 5.1 Your Agreement commences on the date that We start providing the Service(s) to you and continues unless terminated in accordance with the Agreement.
- 5.2 The Minimum Term of your contract with Us is set out in the SFOA or elsewhere in your Agreement.

6. How can my contract be terminated?

- 6.1 You may terminate your Agreement at any time by giving Us 1 month's notice:
 - (a) by mail addressed as follows: Customer Care TransACT Victoria Communications Pty Ltd PO Box 1006 Civic Square ACT2608;
 - (b) by facsimile addressed Customer care and sent to (02) 6629 8011;
 - (c) by telephoning Our Contact Centre on 13 30 61 between the hours set out in the User Guide; or
 - (d) by email to customer.care@transact.com.au.
- 6.2 If you terminate your Agreement during the Minimum Term you may be liable to pay Us an Early Termination Payment in accordance with your Agreement and for the amount specified in the SFOA or your Application, or (if no amount is specified in the SFOA or your Application) for an amount equal to 100% of the monthly fee for the Service(s) multiplied by the remaining months of the Minimum Term.

- 6.3 We may terminate your Agreement (or suspend the Service(s)) by written notice if you have breached your Agreement and the breach is incapable of being remedied, or you have failed to comply with a notice to remedy a breach within 7 days of the date of the notice.
- 6.4 We may suspend your Service(s) without notice for the reasons set out in the SFOA, including where there has been unusual activity in relation to the Service(s), you have breached the Acceptable Use Policy, you have exceeded your credit limit or you have not paid a bill for 21 days after the Due Date.
- 6.5 We may terminate your Agreement (or suspend the Service(s)) without notice for the reasons set out in the SFOA, including as a result of fraudulent activity in relation to the Service(s), you have breached the Acceptable Use Policy in a way that exposes TransACT to significant legal liability or costs, the Service(s) has been suspended for over 21 days for your failure to pay a Bill and/or if you are no longer approved under Our Assessment Policy.
- 6.6 Other circumstances in which either you or We are entitled to suspend, restrict or disconnect your Service(s) and terminate your Agreement, and the consequences of termination, are set out in the SFOA.

7. Can TransACT vary my Agreement?

- 7.1 We may make changes to your Agreement at any time.
- 7.2 We will give you Reasonable Notice of certain changes, including those required by law, for security or technical reasons, to prevent fraud and changes to the Charges due to additional charges imposed on us by our Suppliers. Further information is available in the SFOA.
- 7.3 If We reasonably consider changes to be beneficial to you or that they have a neutral or minor detrimental impact on you, We may make those changes immediately and without notice. Examples of what We consider to be changes with a neutral or minor detrimental impact are set out in the SFOA.
- 7.4 Within the Minimum Term of your Agreement, We will give you at least 21 days notice of any change that We reasonably consider will have more than a minor detrimental impact on you. We will notify you by either mail to your billing address, email or sms to your Service Number.
- 7.4 Within 42 days of receipt of any notice in accordance with paragraph 7.4 of this summary, you may terminate your Agreement with Us and no Early Termination Payment will apply.