

## **IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS.**

### **SUMMARY OF OUR CUSTOMER RELATIONSHIP AGREEMENT - 17 SEPTEMBER 2012**

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The Customer Relationship Agreement (**CRA**) is between you and TransACT Capital Communications Pty Ltd (ACN 093 966 888) or any Related TransACT Entity which supplies the Service to you. This is a summary of our CRA that sets out the terms and conditions on which we supply Services to you.

It is not possible to cover everything in our CRA here and therefore this summary is designed to give you information about what our CRA covers and its important terms.

A complete copy of our CRA is available from our website at [www.transact.com.au/en-ACT/terms](http://www.transact.com.au/en-ACT/terms).

#### **Charges**

All charges for our Services are set out in our Pricing Schedule in Section C of our CRA.

The Service charges will depend on the Service options and features selected by you. Telephone service charges may also vary depending on the time of day (including peak and off-peak periods); the origin and destination of the call, the volume of calls made during a period, whether the call is a voice call or a data call and any discounts that might apply. In respect of Internet access services, charges may also vary depending on the included data allowance and service speed that you have chosen.

We may also make special offers and, if validly accepted by you, the price and terms of the special offer will prevail over those otherwise applicable under our CRA for the duration of the special offer.

#### **Billing**

We will bill you according to the Service options chosen by you and specified in our Pricing Schedule. Some Service options allow you to choose the frequency of your bills.

Bills are usually electronically sent to the email address provided by you on your Application. Paper bills are available but do incur a fee.

Your bill will show the various ways that you are able to make payment. Some Services can only be paid by direct debit from your credit card or nominated bank account. We may charge you a fee if your cheque is dishonoured or your direct debit payment is declined.

If you do not pay a bill by its due date, we can charge you interest or a fee or any costs incurred to collect payment of the bill. We can also suspend, restrict or cancel the Service until you pay your bill.

#### **Contract**

Some of our Services may have a minimum Contract Term for which you must use the Services

and if you cancel the Service before the end of that Contract Term you may be charged a Break Fee for early cancellation. After a minimum Contract Term we will continue to provide you with the Service by renewing the contract on a month-by-month basis.

Upon the completion of a Contract Term, you may cancel the Service by notifying us.

We can cancel your Service by giving you 30 days' notice where there is no Contract Term for that Service, or if there is a Contract Term, by giving you 30 days' notice after the Contract Term has ended. We can cancel your Service if we reasonably determine prior to the Commencement Date that it isn't operationally feasible to supply the Service to you.

In some circumstances, your conduct may give us the right to suspend, cancel or restrict your Service. In some of these cases, we may cancel your Service without notice. Our CRA explains in further detail when we have the right to suspend, cancel or restrict your Service, and how much notice, if any, we need to give you.

If we reconnect a Service that has been cancelled or suspended, you may be required to pay a reconnection charge.

#### **Variations**

We may change our CRA at any time, and are not required to give you any prior notice unless a change is detrimental to you. In such cases, we will notify you at least 30 days beforehand. If we make any change which would cause more than a minor detriment to you, you may cancel the Service without incurring any Break Fee/cancellation charge by giving notice to us within 42 days after the date we notify you of the change.

You acknowledge that you have consented to us sending you notices relating to our CRA or any variations to it by email to your email address.

#### **Liability and Warranty**

We provide the Service to you subject only to the terms, conditions and warranties contained in our CRA and the Consumer Guarantees under the Australian Consumer Law. Subject to the Consumer Guarantees, we aim to provide, but do not promise, a continuous or fault-free Service. For some Services, we provide warranties that operate in addition to the Consumer Guarantees.

We exclude any liability to you for Consequential Loss suffered or incurred by you, except to the extent that you are entitled to recover your reasonably foreseeable loss under the Australian Consumer Law.

You indemnify us against any loss, damage, or costs relating to the use of the Service or equipment used in connection with the Service, and any claim made against us.

#### **Complaint Handling**

If you wish to make a complaint in relation to your Service, you must follow the complaint handling

process described on our Website at: <http://www.transact.com.au/en/support/accounts/complaints>. If your complaint is not adequately resolved you may lodge a complaint with the Telecommunications Industry Ombudsman (**TIO**) at [www.tio.com.au](http://www.tio.com.au). The TIO provides an independent dispute resolution scheme for small business and residential consumers in Australia.

### Fault Reporting

We provide a 24 hour 7 day-a-week fault reporting service. If you wish to report a fault, please call us on 13 30 61.

If you ask us to come to your premises to repair a fault and no fault is found, or the fault turns out to be caused by your equipment you may be charged a fee.

### Customer Service Guarantee

Minimum performance standards (**CSG Standard**) exist for the connection and fault rectification of standard telephone services and the attending of appointments by carriage service providers.

The CSG Standard aims to protect you against poor service and you may be entitled to compensation if we fail to comply with the CSG Standard.

Part 5 of the CSG Standard allows for a service provider to propose that a customer waive their rights and protections and other performance standards to obtain a significant service benefit. Some of our Services can only be offered to you on the basis that you waive your rights and protections under the CSG Standard so that we can provide you with a significant service benefit. See the relevant Service Description in our CRA for more information.

For more information about the CSG Standard visit the [www.acma.gov.au](http://www.acma.gov.au) or telephone us.

### Use of Personal information

The *Privacy Act 1988* (Cth) and telecommunications legislation imposes strict obligations on us to respect your privacy and the confidentiality of your personal information.

You acknowledge that we may:

- collect and disclose your personal information to a credit reporting agency or credit provider, including your name, current and previous addresses, date of birth, employer, driver's licence number, service number, and your personal and commercial credit information or credit rating;
- use your personal information to consider your application for personal and commercial credit, the Service or other Related TransACT Entity services. We may also use this information for purposes related to the supply of the Service and to provide you with information about promotions, as well as

the products and services of Related TransACT Entities. You can opt out of receiving marketing information by contacting us; and

- disclose your personal information for the above purposes to or from credit reporting agencies or credit providers, a TransACT Related Entity, our employees, agents, contractors and suppliers, and other telecommunication and information service providers.

We may be required or permitted by law to collect, use or disclose your personal information, including, to government and regulatory authorities, (e.g. the operator of the Integrated Public Number Database) or to law enforcement agencies. You may access your personal information and seek to make any updates by contacting us.

If you choose not to provide personal information we request of you, we may not be able to provide you with the Services you have requested, or we may refuse to provide, or limit the provision of, any Service or personal or commercial credit requested by you.

### Our Services

This summary CRA applies to TransACT Services, including:

- Internet Access Products and Services; and
- Telephony Products and Services.