

IMPORTANT CUSTOMER INFORMATION: YOUR RIGHTS AND OBLIGATIONS

PRIMUS TELECOMMUNICATIONS PTY LTD ABN 69 071 191 396

PRIMUS TELECOMMUNICATIONS (AUSTRALIA) PTY LTD ABN 77 061 754 943

SUMMARY OF PRIMUS STANDARD FORM OF AGREEMENT FOR DIGITAL DIRECT SERVICES

(version 201205)

This is a summary of Primus' Standard Form of Agreement for Digital Direct Services ("SFOA") containing the terms on which Primus supplies Digital Direct Services to Customers.

The SFOA:

- Is a standard form of agreement under section 479 of the Telecommunications Act 1997;
- May be amended by Primus from time to time in accordance with the Act and ACIF Consumer Contracts Code (where applicable);
- Does not apply if otherwise agreed between Primus and a Customer.

This summary is for information only; the SFOA itself has legal effect. Copies of the SFOA are available on the Primus website www.primustel.com.au. Up to date copies of this summary are available from Primus on request.

The applicable terms are Digital Direct Service Schedule and Core Terms (and the Service Schedule of Primus Standard Form of Agreement Internet Services, which applies to Digital Direct Broadband), subject to the Consumer Contracts Code, where it applies.

DIGITAL DIRECT SERVICE SCHEDULE

Digital Direct Services are offered to selected corporate customers in locations and at sites judged by Primus to be suitable.

Digital Direct Services may include Voice telephony and Broadband internet services and other services which Primus may offer as part of its Digital Direct Services.

Digital Direct Services are sold in such bundles, with such features and on such terms as specified in the Customer application or otherwise specified by Primus.

The tariffs and common charges are specified in the Customer application. Other applicable charges are available from Primus on request.

Equipment installed by Primus at a Customer site belongs to Primus unless otherwise agreed.

Customer must supply and maintain suitable equipment and a power supply to ensure continuity of service.

Certain services and features, including data modems and facsimiles at greater than 2400 bit/s or 2 or more telephones off hook at the same time, are not supported.

If a service is suspended or disconnected by reason of anything done by Customer, Primus may charge a reconnection fee.

If Customer cancels an application before a service is activated by Primus, Primus may charge a cancellation fee of \$50.00 plus GST per line.

Special tariffs apply if Customer purchases and maintains an agreed bundle of services and maintains preselection of Primus for all applicable calls and does not use override codes to direct calls to another carrier and complies with all the conditions applicable to that bundle.

A minimum term applies to each contract, after which it continues on a month-to-month basis. If during a minimum term, Customer changes any service, a new minimum term will commence from the time of the change.

The Consumer Contracts Code gives Customer the right to terminate a contract with a minimum term early in limited circumstances. In all other cases, Primus' policy is that cancellation will not be permitted during a minimum term unless Customer satisfies it that special circumstances apply. If Primus in its absolute discretion agrees to early termination, the following clause applies.

Customer will be liable to pay an early termination payment of \$110.00 plus GST per line if, during a contract minimum term, a service is terminated by reason of anything done by Customer or if Customer ceases to be eligible for the special tariff.

If Customer requests relocation of a service, Customer will be liable to pay \$100.00 plus GST relocation fee per line, plus labour and material; but if Primus is not able to relocate the service, Primus may treat it as a cancellation.

If the Consumer Contracts Code applies:

- amounts charged for breach or early cancellation will not exceed a reasonable estimate of Primus' loss
- if early termination is pursuant to an offer of early release under the Consumer Contracts Code Customer must only pay (a) usage or network access Charges up to the end of the contract and (b) outstanding installation costs and (c) outstanding costs of equipment that can be used with another service provider.

Customer Service Guarantee (CSG) applies by law to specified standard telephone services (including Voice) and enhanced call handling features, but not to a Customer with more than 5 telephone services. CSG sets service levels for times of

connection and repair and keeping appointments and requires payment of compensation for failure to meet these service levels.

For Customers with more than 5 lines Primus will use reasonable endeavours to provide, in respect of services to which the CSG would have applied, equivalent service levels to those under the CSG (except the guaranteed maximum connection periods and the compensation provisions).

Primus offers priority assistance to residential telephony customers with certain serious medical conditions. This is not applicable to Digital Direct which is not offered to residential customers.

Digital Direct Voice includes installation, a telephone number, fault repair and access to the agreed features and call types. Use of an access override code may mean Customer ceases to be eligible for a special tariff. Customer is responsible for obtaining a directory listing in White Pages.

Digital Direct Broadband provides the service levels and features specified in the application or as specified by Primus.

CORE TERMS

TRANSFER OF SERVICES Where applicable, Primus is authorised to transfer accounts and services from an existing service provider. Customer remains responsible for amounts charged by any existing provider.

CHARGES Subject to any agreement to the contrary and the Consumer Contracts Code (where applicable), Charges may be varied by Primus. Current rates of Charges may be viewed on Primus website or obtained from Primus. Where Consumer Contracts Code applies and contract has fixed term, Primus will give 21 days notice of increases including offer of early penalty-free release from contract – limited exceptions apply.

INVOICES AND PAYMENT Unless otherwise specified, Invoices will be sent monthly, by mail. Invoices are payable within 14 days, by cheque or otherwise as specified on the Invoice. Primus policy is not to late bill by more than 190 days charges covered by the ACIF Billing Code.

Customer is responsible for payment of Charges arising out of the use of a Service by any person, with or without Customer's consent.

If Charges are not stated to be GST inclusive, Customer will also be liable to pay GST.

If Customer does not pay an Invoice within 14 days, Primus reserves the right to charge a late payment fee, not exceeding \$15, including GST. Primus may also charge penalty interest under Interest Rates Act 1983 (Victoria) and may suspend or terminate a Service. Suspension or termination will be in accordance with Consumer Contracts Code and / or ACIF Credit Management Code (where they apply).

PRIVACY Primus Privacy Policy and Statement are available at www.iprimus.com.au/privacy.asp. Please see that document for all privacy information.

EQUIPMENT Primus retains ownership of all the Primus Equipment (except any which is sold to the Customer).

Title to Equipment that is sold to Customer will remain with Primus until payment in full of the purchase price.

Risk in Equipment will be with the Customer from the time of its delivery to a Site.

CUSTOMER OBLIGATIONS Customer will use a Service only for the purposes and subject to conditions specified by Primus.

Customer will provide Primus access to each Site and all the Equipment.

Customer will use only Customer Equipment approved by Primus.

Customer will not, unless Primus agrees, resupply a Service. Customer will ensure that no other person using a Service does anything that would be a breach of the SFOA.

Customer will not use a Service to distribute material or do anything else that is offensive or illegal or which may give rise to legal liability, for Primus or Customer or anyone else.

Customer will comply with conditions imposed by any third party service provider ("Other Supplier").

No Other Supplier has legal responsibility to Customer in relation to the Services.

FAULTS Primus has a 24-hour fault reporting service. Primus will use reasonable endeavours to correct faults for which it is responsible. Customer is responsible for Customer Equipment.

TERMINATION Unless a minimum term or fixed period is applicable, either Primus or Customer may terminate Residential Services at any time; and may terminate any other Service on not less than 30 days notice.

Primus may terminate or may suspend a Service if the Customer dies, becomes insolvent, breaches the SFOA, ceases to use a Service or if it is necessary to maintain, repair or protect the network or any Equipment.

Where Consumer Contracts Code applies:

- Primus will always give at least 30 days' notice of termination for its own convenience.
- Refund of unused credits may apply.
- Suspension or termination will be in accordance with Code and / or ACIF Credit Management Code (where it applies).

WARRANTIES Primus gives the warranties that it is required to give by law, under the Trade Practices Act and consumer legislation. In the case of goods, Primus will provide you with the same warranty on any goods it supplies as the manufacturer / importer provides for those goods. Subject to those warranties and to any specific warranties Primus does not warrant that any Service will be continuous or fault free or suitable for any application that needs continuous fault free service.

CUSTOMER SERVICE GUARANTEE (CSG) does not apply to Internet Services.

LIMITATION OF LIABILITY Primus accepts liability imposed by Consumer Legislation, but where it is lawful to do so, Primus limits that liability: if a claim relates to goods, to repair or replacement of the goods or payment of the cost of having the goods replaced; and if a claim relates to services, to supplying the services again or payment of the cost of having the services supplied again.

Subject to Consumer Legislation, if it is applicable, the total liability of Primus to Customer is limited to \$20,000.00 and Primus is not liable for any indirect, secondary or consequential loss or damage, including loss of profits or anticipated savings or loss of opportunity.

VARIATION Subject to the Act and any specific agreement to the contrary, Primus has the right to vary the terms relating to a Service, including the SFOA. Primus will notify Customer of variations by newspaper advertisement or by notice in writing (included with an invoice or otherwise), by notice on its website, or in other manner authorised by the Act. Customer consents to Primus sending to it by email notices about this SFOA and other matters.

Where Consumer Contracts Code applies and contract has fixed term, Primus will give 21 days notice of changes in features, characteristics or Charges of Service, including offer of early penalty-free release from contract – limited exceptions apply.

COMPLAINTS Primus aims to resolve Customer complaints quickly, efficiently and effectively and has a complaint handling policy in place. Contact 1 300 85 66 88.

TELECOMMUNICATIONS INDUSTRY OMBUDSMAN is available as a last resort to resolve disputes that cannot be resolved with Primus. The Office of Fair Trading in each State or Territory may also investigate consumer complaints about telecommunications services.

INTERNET SERVICES SERVICE SCHEDULE

Customer acknowledges:

- Internet Access depends on factors beyond Primus' control;
- Primus has no control over the accuracy or appropriateness of any information on the Internet;
- Primus is not responsible for any software or data on the Internet;
- unless agreed otherwise, Customer is responsible for the modem and other Equipment and for the standard telephone service or other connection to the Internet and for ensuring availability of access by a local or untimed call;
- Customer may lose its pre-existing email addresses;
- there is no carry forward or allowance for data transfer or time online entitlements unused in a period;
- all I.P. addresses remain the property of Primus;
- Customer must check regularly its Primus inbox for email from Primus;
- advice provided by Primus outside its direct responsibility is on a no liability basis;
- Primus may use: "kilobyte (KB)"=1000 bytes, "megabyte (MB)"=1000 KB; "gigabyte (GB)"=1000 MB and like rounded numbers for multiples of bits;
- Primus may cancel a secondary email address which has not been accessed for more than 90 days.

Customer must not:

- spread any virus, trojan or other harmful thing or engage in denial-of-service attacks or port scan;
- breach any law regulating Internet content or email;
- attempt to obtain access to or control of any other computer or network;
- contravene any privacy law or send spam mail;
- contravene Primus' Acceptable Use Policy;
- in the case of a Residential Service, resell the Service, establish multiple connections or connect to a LAN (except where the Service is one specified as supporting a LAN).

For security, Customer should:

- avoid unexpected charges by regularly monitoring data usage (Customer statistics are available in Account Toolbox on Primus website);
- protect its user identity, email address and password;

- exercise care in disclosing personal information (including credit card details) on the Internet;
- use current anti-virus software and firewall and keep up to date on Internet security issues;
- restrict access to Customer Equipment;
- be careful accepting emails or files from unknown sources;
- protect users from unsuitable Internet content;
- be aware that premium rate “190” and international “0011” telephone call charges can be incurred inadvertently when accessing certain Internet sites.

ADSL (and other xDSL) Internet Access Services

- Not available in all areas or to all telephones. Some areas will be subject to an additional regional charge;
- Commencement date of service may be delayed by factors beyond Primus' control;
- Depending on the nature of the Customer equipment additional charges may apply;
- May be incompatible with some other services;
- 'Inclusive Data' is amount of data, which can be downloaded in a month without incurring 'Excess MB' charges;
- 'Excess MB' charge applies for amounts of data in excess of the 'Inclusive Data' allowance, downloaded in any month;
- Data transmission speeds are shown as downstream/upstream speeds e.g. 256/64 represents 256kbps downstream/64kbps upstream;
- Approximately once every 24 hours, connection will be interrupted for approximately 30 seconds for a billing record update.

PRIMUS:

Web site: www.primustel.com.au

IF YOU ARE A NON-ENGLISH SPEAKER OR HAVE A DISABILITY AND REQUIRE ASSISTANCE TO READ OR UNDERSTAND THIS SUMMARY OR NEED A LARGE PRINT COPY, PLEASE CONTACT PRIMUS CUSTOMER SERVICE ON 1300 85 66 88.