

IMPORTANT CUSTOMER INFORMATION: YOUR RIGHTS AND OBLIGATIONS

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SUMMARY PRIMUS STANDARD FORM OF AGREEMENT MOBILE SERVICES

(version 201205)

This is a summary of the Primus Standard Form of Agreement Mobile Services ("SFOA") containing the terms on which Primus supplies Mobile Services to its Customers.

The SFOA:

- Is a standard form of agreement under section 479 of the Telecommunications Act 1997;
- May be amended by Primus in accordance with the Act and the 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 (and additional terms which apply to particular Services) are available on Primus' website www.primustel.com.au. Up to date copies of this summary are available from Primus on request.

MOBILES SERVICE SCHEDULE Cooling-Off

If you are not a corporate or business customer and have purchased other than from a retail shopfront you have a 10 day cooling off period. That is if you decide you have made a mistake and do not want the mobile service for which you have submitted an Application, you may cancel the service without charge if you:

- (a) Contact Primus on 1300 85 44 85 within 10 days of submitting your Application; and
- (b) Immediately return the handset to Primus in original condition and packaging by registered post or insured courier.

Please contact Primus on 1300 85 44 85 for instruction on where to return the handset.

General

Primus supplies Mobile Services under the terms of the Plan identified in the Customer's Application on terms in the Service Schedule and the Core Terms (of which this is a summary), subject to the Consumer Contracts Code (where it applies). Customer accepts the conditions that apply to its selected Plan. The features of the Plan you have chosen may include choice of handset, contract length, fixed monthly charges and value of included calls.

Primus Mobile Services enable you to use your Mobile device connected to the GSM or CDMA Network to make and receive calls to and from local, national and international fixed and mobile numbers. Additional Value Added services may be available.

Customer acknowledges:

- Network access may depend on factors beyond the control of Primus;
- Geographic coverage is not ubiquitous and calls may drop out;
- Primus Mobile GSM and CDMA phones may interfere with sensitive biomedical devices and the Customer should check with their specialist before use.
- Primus may be required by law enforcement agencies or government bodies to intercept calls;
- Advice provided by Primus outside its direct responsibility is on a no liability basis;
- Customer is responsible for all use of its Mobile Service and its features by anyone;
- Customer is responsible for the security of its Mobile devices using the Service;
- Unless otherwise specified, Mobile devices are provided by a third party supplier under that supplier's terms and conditions, not by Primus.

Customer must:

- use only an approved Mobile device in connection with the Service;
- comply with all reasonable instructions or requests from Primus regarding the Service; and
- not breach any law regulating their use of the Mobile Service.

Early cancellation or discontinuance

The Consumer Contracts Code gives Customer the right to terminate an Agreement 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 clauses apply.

Some Primus Mobile Plans have a Minimum Term and supply automatically continues at the end of the Minimum Term. Customer can cancel a Service without penalty with effect following the end of the Minimum Term. If Customer cancels a Service early, Primus may charge Customer any cancellation fee specified in the Plan (and if none is specified, a fee of \$20.00) plus any unpaid balance of any set-up fee or in respect of any Equipment, plus any cancellation or other fee that Primus is obliged to pay any Other Supplier, plus the total of any other Fixed Charges that would have been payable to Primus over the balance of the Minimum Term of the Plan, plus an amount by which charges to the Customer were reduced by reason of the commitment of the Customer to the Minimum Term. Primus may charge a fee for re-activation of your service if it is suspended or terminated for non-payment of an account.

If the Consumer Contracts Code applies:

- amounts charged for breach or Early Cancellation or re-activation will not exceed a reasonable estimate of Primus' loss
- if Early Cancellation 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 Agreement and (b) outstanding installation costs and (c) outstanding costs of equipment that can be used with another service provider.

CORE TERMS

TRANSFER OF SERVICES Customer remains responsible for amounts charged by any existing provider.

CHARGES Subject to any agreement to the contrary, 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 Primus renders monthly Invoices, by mail unless Primus has specified another method. Invoices are payable within 14 days and may be paid by cheque or otherwise as specified on the Invoice. Late billing policy: 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 must also pay GST.

If Customer does not pay an Invoice within 14 days, Primus may 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 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.primustel.com.au/residential/privacy_statement.htm. Please see that document for all privacy information.

EQUIPMENT Title to Equipment (including handsets supplied as part of a Plan) that is sold to Customer will remain with Primus until payment in full of the purchase price. In the case of Mobile handsets the full purchase price is paid following receipt by Primus of the last payment in the Minimum Term or of the early termination charges.

Risk in Equipment will be with the Customer from the time of its delivery to the Customer. It is the Customer's responsibility to insure Equipment.

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

Customer will use only Customer Equipment approved by Primus for use with the mobile network. Primus will supply a list of approved mobile handsets upon request.

Customer will not, unless Primus agrees, re-supply a Service or allow another person to use 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 all conditions imposed by any third party service provider ("Other Supplier").

Neither Primus nor any Other Supplier is responsible for any loss or damage that Customer incurs arising from the Services.

FAULTS Primus mobiles customer service is available from 8am to 8pm on business days and from 9am to 5pm on weekends and public holidays. Primus will use reasonable endeavors 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 (subject to payment of any specified minimum amount) terminate a residential Service on notice in writing; and may terminate any other Service on not less than 30 days notice. Primus may terminate or may suspend 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. Primus does not warrant that any Service will be continuous or fault free. The Services are not suitable for any application that needs continuous fault free service. Customer is responsible for making its own assessment of its needs and about alternative services suitable for such needs and about any need for it to effect insurance against risk of loss or liability.

CUSTOMER SERVICE GUARANTEE does not apply to Mobile Services.

LIMITATION OF LIABILITY Primus accepts liability imposed by Trade Practices Act 1974 and any other statute which cannot be excluded, but where it is lawful to do so, Primus limits that liability, at the option of Primus as follows: 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 them supplied again.

Subject to any liability imposed by law, the total aggregate 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 any specific agreement to the contrary, Primus has the right to vary any of the terms relating to a Service, including the SFOA. Primus will notify Customer of variations by newspaper advertisement or by sending notice to Customer, or in other manner authorised by the Telecommunications Act. . 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 objective is to resolve Customer complaints efficiently and effectively and has a complaint handling policy in place. Contact 1 300 85 44 85

Telecommunications Industry Ombudsman (TIO) 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.

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 44 85.