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PRIMUS webTXT SERVICE SCHEDULE
(version March 2006)

This document:

- Is a Service Schedule to a standard form of agreement (“SFOA”) under section 479 Telecommunications Act 1997;
- Applies to contracts with Customers made on and after 28 February 2006;
- Does not apply if and to the extent otherwise agreed between Primus and a Customer.

1.	SUPPLY OF PRIMUS webTXT	1
2.	DEFINITIONS	1
3.	PRIMUS webTXT and SERVICE LIMITATIONS	1
4.	CHARGES, BILLING and DELIVERY OF SMS MESSAGES	2
5.	USE OF PRIMUS webTXT and ACCOUNT SECURITY.....	3
6.	YOUR OBLIGATIONS	4

1. SUPPLY OF PRIMUS webTXT

- 1.1 We will supply PRIMUS webTXT to You on the terms in this Service Schedule, Your Application, the Core Terms and the applicable Plan.

2. DEFINITIONS

Please remember that there are other expressions also defined in clause 1 of the Core Terms.

- 2.1 “Account” means an account within PRIMUS webTXT associated with Your username and password for the sending of SMS Messages;
- 2.2 “Message Unit” means a single instance of an SMS Message sent via Web SMS;
- 2.3 “Receiver” means a mobile telephone user who receives on his or her mobile telephone one or more SMS Messages from one or more Senders;
- 2.4 “Reply” means an SMS Message sent by a Receiver to a Sender in response to an SMS Message sent by a Sender via PRIMUS webTXT;
- 2.5 “SMS Messages” means Short Message Service Messages (also known as text messages) of the type conventionally sent (where available) by a Sender to a Receiver by being keyed-in to the Sender’s telephone, directed to the Receiver at and transmitted to the Receiver’s telephone number, and intended to be readable by the Receiver on the Receiver’s telephone;
- 2.6 “Sender” means a mobile telephone user who sends or seeks to send one or more SMS Messages via Web SMS to a Receiver;
- 2.7 “Web SMS” means an Internet-based service for sending SMS Messages from a computer to a specified mobile telephone number.

3. PRIMUS webTXT and SERVICE LIMITATIONS

- 3.1 Your PRIMUS webTXT provides you with:
- 3.1.1 Web SMS;

- 3.1.2 one Account; and
 - 3.1.3 Features specified by Us or selected by You.
- 3.2 Unlike typical mobile-telephone-based SMS, PRIMUS webTXT does not transmit a mobile telephone number associated with the Sender. PRIMUS webTXT sends all SMS Messages using a common system telephone number, and you should therefore have regard to the following matters when using PRIMUS webTXT:
 - 3.2.1 Receivers will not be able to determine, from the common system telephone number, the identity of the Sender of an SMS Message. To avoid confusion, You should include Your name or other means of identification when You send an SMS Message to enable the Receiver to send a meaningful Reply.
 - 3.2.2 Receivers will be able to send Replies via the common system telephone number, and PRIMUS webTXT will direct Replies to the correct Senders.
- 3.3 You can select whether to receive Replies only to Your Account, or also to an e-mail address specified by You.
- 3.4 PRIMUS webTXT cannot be used to send SMS Messages to international telephone numbers or to telephone numbers beginning with any of the following number prefixes:
 - 3.4.1 13;
 - 3.4.2 18; and
 - 3.4.3 19.
- 3.5 You acknowledge that:
 - 3.5.1 continuity and speed of access to Web SMS depend on a wide range of factors, many of which are beyond Our control;
 - 3.5.2 Web SMS may not be supported by all mobile telephone carriers or technologies; and
 - 3.5.3 delivery of SMS Messages cannot be guaranteed, and accordingly PRIMUS webTXT should not be relied upon for communications in an emergency or life-threatening situation.

4. CHARGES, BILLING and DELIVERY OF SMS MESSAGES

- 4.1 The Charges for PRIMUS webTXT (whether You are a Residential Customer or a Corporate Customer) are, unless otherwise agreed, specified in Your Plan and in this Service Contract.
- 4.2 If You have existing billing and payment arrangements with Us for other services, Your PRIMUS webTXT will be billed and be payable as part of them.
- 4.3 Message Units are charged in arrears.
- 4.4 SMS Messages are flagged in the following way by PRIMUS webTXT:
 - 4.4.1 "Successful", which means an SMS Message has been processed by and queued within PRIMUS webTXT for transmission to a proposed Receiver, but does not mean that an SMS Message was successfully received by a Receiver; and
 - 4.4.2 "Unsuccessful", which means an SMS Message was unable to be processed by and/or queued within PRIMUS webTXT for transmission to a proposed Receiver. An SMS Message may be flagged "unsuccessful"

for reasons including: the Sender entered a Receiver's telephone number that is too short or too long to be valid, or the Receiver's telephone number is unable to be located.

- 4.5 Where an SMS Message is flagged "successful", this does not indicate that the SMS Message was actually transmitted to or received by or is readable on a Receiver's telephone.
- 4.6 You will be charged one Message Unit per proposed Receiver for every SMS Message flagged "successful".
- 4.7 You will not be charged for any SMS Messages flagged "unsuccessful". However, if You send multiple simultaneous SMS Messages and some of these are "unsuccessful", You will still be charged for those that are "successful".
- 4.8 If a Receiver's telephone is switched off or is out of range, PRIMUS webTXT will continue attempting to deliver Your SMS Message for 7 days from when You sent the SMS Message. If Your SMS Message has not been received on a Receiver's telephone after this 7 day period, then the SMS Message will expire and PRIMUS webTXT will cease attempting to send the SMS Message.

5. USE OF PRIMUS webTXT and ACCOUNT SECURITY

- 5.1 Your Account will have the same username and password as Your Primus Internet service.
- 5.2 You must not disclose Your username or password to any person.
- 5.3 Your Account is limited to sending 500 SMS Messages per month.
- 5.4 You are solely and personally responsible for:
 - 5.4.1 the use of Your Account;
 - 5.4.2 the acquisition, maintenance and care of any equipment (and associated Internet services) required to operate Web SMS and enable access to Your Account; and
 - 5.4.3 any SMS Messages sent using Your Account.Accordingly, You are responsible for ensuring the security of Your Account by exercising due care when choosing and using passwords.
- 5.5 You acknowledge that access to PRIMUS webTXT involves security risks inherent to the Internet and that new threats to Internet security are continually evolving. You accept responsibility for maintaining Your own security and acknowledge that We have recommended that You should at least:
 - 5.5.1 maintain and protect Your username and password (keeping the password secure, including not disclosing it, avoiding the use of dictionary words, names or dates, changing it regularly, not keeping it in writing or storing it on a computer);
 - 5.5.2 use and keep current anti virus software and a Firewall;
 - 5.5.3 restrict access to Your Equipment; and
 - 5.5.4 not accept or open emails or files from unknown sources.
- 5.6 You acknowledge that Web SMS involves security risks inherent in all forms of communication and telecommunication and that new fraudulent techniques for bypassing communication security and obtaining personal, confidential or secret information are continually evolving. You accept responsibility for maintaining

Your own security and acknowledge that We have recommended that You should at least:

- 5.6.1 not disclose personal information (including credit card details) via Web SMS;
- 5.6.2 keep up to date on Web SMS security issues; and
- 5.6.3 avoid unexpected Message Unit charges by regularly monitoring Account usage via the PRIMUS webTXT website.

6. YOUR OBLIGATIONS

- 6.1 You must not do, attempt to do, or allow to be done, with, by or in relation to PRIMUS webTXT, any of the following:
 - 6.1.1 engage in or allow a denial-of-service attack;
 - 6.1.2 seek unauthorised access to or control of any computer or network;
 - 6.1.3 spread (either deliberately or through want of reasonable care) any virus, trojan horse or other harmful thing;
 - 6.1.4 without appropriate warnings and labeling, allow to be published or transmitted any content likely to be classified as unsuitable for children;
 - 6.1.5 breach any law, including without limit any relating to the Internet, telecommunications, content, email, spam, pornography, offensive material, privacy or copyright;
 - 6.1.6 without limiting the generality of clause 6.1.5, adopt an alias or other persona or pretend to be someone else for malicious or unlawful purposes, including (but not limited to): engaging in fraud; committing a crime; stalking, harassment or any other form of unwanted or unwarranted communication; establishing a false alibi; or obtaining someone else's personal or secure information.
- 6.2 If We or Other Supplier provide You with any software, You will only use it in accordance with its licence terms as notified to You from time to time.