

These terms & conditions are a summary of the Standard Form of Agreement formulated for the purposes of Section 479 of the Telecommunications Act 1997. The Full version can be viewed on Our website: www.peopletelecom.com.au.

People Telecommunications Pty Ltd (ABN 41 091 714 699), People Mobile Pty Ltd (ABN 36 092 722 631), Swift Broadband Pty Ltd (ABN 20 094 916 935) or Swiftel Communications Pty Ltd (ABN 18 090 877 008) ('We', 'Us' or 'Our') will supply the customer ('You' or 'Your'), services on the terms & conditions set out below (the 'Agreement'). Undefined words have the same meaning as in the Telecommunications Act, 1997. Unless specified, these terms & conditions apply to all Services provided by Us.

1.0 service description

1.1 We will connect Your Service(s) to the network as soon as it is reasonably practicable after Our acceptance of Your written form, or online internet form or voice recorded, application and its related parts ('Application') & We will use all reasonable efforts to maintain the Service while You comply with this Agreement.

1.2 We will provide the telecommunications service(s), and in the case of non-mobile telephone services a standard (not priority) service, as indicated in the Application (the 'Service') to You in Australia or New Zealand through such Carrier or supplier network or networks as We nominate from time to time directly with the Carrier, supplier or network operator (the 'Carrier' or 'Supplier'). Where carriage is supplied, the quality of the carriage of the Services will be the same as that of the Carrier or Supplier.

2.0 charges & payment

2.1 Charges for the Services are determined in accordance with the rate plan, or by You accepting to use Our services when You have accessed Our online portal "peoplenet", or such other manner specified in the Application. Charges for people fax & people conferencing services are as agreed between You & Us in writing. We may change the amount of these charges or add new charges from time to time in accordance with clause 6. You must pay all invoiced amounts by the date specified on the relevant invoice. If You have nominated automatic direct debit,

Your bank account or credit card will be charged 7 days from invoice date. Charges that do not appear on Your monthly invoice may appear on future accounts due to processing procedures. 2.2 Where We are providing mobile Services, monthly You must also pay Us:

(a) charges for calls You have made to the extent those charges exceed the Minimum Monthly Spend as set out in the Application; &

(b) charges for value added Services You have used, including 3G Mobile services

(c) charges for mobile or wireless data services You have used.

2.4 Our charges to You may involve fees for connection, initiation or cancellation of any Services

2.5 Overdue accounts will incur a handling charge calculated at the greater of \$5 or 1.5% per month on amounts outstanding or part thereof. We may charge You interest on overdue amounts at 3% above the per annum Commonwealth Bank Corporate Overdraft Reference rate applicable at the date of the bill, calculated daily.

2.6 We may, without notice, deactivate or cancel all or part of Your Service if any amount is not paid by its due date.

2.7 Bill reprints are charged at \$15 per copy. Bill reprints required from Our Recoveries Division are charged at \$50.

2.9 All payments made using either American Express or Diners Club credit cards will be subject to a 3% surcharge. Payments made using any other credit card (i.e. MasterCard or Visa) will be subject to a 1.5% surcharge.

2.11 Where We are providing mobile Services, You must notify Us immediately if there is any problem with the Service or SIM card or if Your mobile phone or SIM card is lost or stolen. Failure to notify Us of the loss or theft will result in You being liable for all charges from the date the SIM card was lost or stolen up to the date We were notified.

2.13 Where only a single Service, such as a form of ADSL or dial-up, is supplied to You by Us then We will charge You \$2.50 each month where You do not pay Us by direct debit.

2.15 If You do not have a registered ABN and/or this has not been communicated to Us and You have not chosen to receive Your monthly invoice by email or online then We will charge you \$1.50 each month for a paper

invoice. It is Your responsibility to ensure that You provide us with Your most up to date email address.

2.16 If You do not have a registered ABN and/or this has not been communicated to Us and You do not pay Us by direct debit then We will charge You \$2.50 each month.

3.0 gst

3.1 Unless expressly stated otherwise, the charges payable for the Services under this Agreement are exclusive of GST.

6.0 amendments to the terms & conditions

6.1 Any amendments to the terms or conditions for Your Services (other than for charges for Your Services refer Clause 6.3) made during the Fixed Term of Your Agreement will not be applicable during the Fixed Term of Your Agreement. The terms and conditions applicable are those under Our Full SFOA as published on Our web site www.peopletelecom.com.au at the date You entered into, or renewed, Your Fixed Term Agreement.

6.2 Other than as noted in Clause 6.1, these terms & conditions, including charges for Services, may be varied, altered, replaced or revoked at any time by Our giving 21 days notice to You in writing and will apply

(a) in respect of charges for Your Services, from the next billing cycle 21 days after such changes in charges have been notified by Us; and,

(b) in respect of all other amendments, from 21 days when such terms have so notified.

6.3 If under Clause 6.2, you are notified of any increase in charges for Your Services during the Fixed Term of Your Agreement, you have the right to terminate Your Agreement providing you advise Us in writing within 42 days from the date of the notice. If You terminate Your Agreement under this clause, You will not be charged any termination fees under Clause 11, but You are still responsible to pay for:

(a) usage and / or network access charges incurred up to the date on which Your Agreement is terminated; and,

(b) any outstanding amounts that cover installation and / or equipment costs (where such equipment can be used in connection with the services provided by other suppliers).

6.4 If You have requested changes to the charges for Your Services, these changes will only apply from the

following billing cycle after We have agreed to such change.

6.5 Without notice, providing that We do not amend or vary the characteristics of Your Services, We may at any time, change the Carrier or Supplier, or the Carrier's or Supplier's products.

7.0 privacy

7.1 people telecom adheres fully to the *Privacy Act*.

8.0 information

8.1 You consent to Us & Our Carriers or Suppliers exchanging Your information &/or details & the Carrier or Suppliers, We & Our respective related bodies corporate may all use Your details for Our own purposes.

8.3 You consent to Us disclosing Your information &/or details to any other Australian or New Zealand telecommunications service provider or supplier who is a member of the Australian Telecommunications Fraud & Risk Association where We, or the provider or Supplier has reasonable grounds for suspecting that You (or any user of a service provided to You) have been engaged, or are likely to engage, in fraudulent activity in relation to the Services.

9.0 credit check

9.1 You will supply without delay all the necessary information to check the worthiness of Your credit rating.

9.2 If We consider it relevant to assessing this application, You agree to Us obtaining from a credit-reporting agency a credit report containing personal information about You.

9.3 You agree that We may give to any credit provider & / or credit-reporting agency any information contained in the Application. You also agree that We may seek from any credit provider & / or credit-reporting agency any credit report (whether commercial for any named business entity, or consumer for any named individual) on all parties named in the application. You acknowledge & understand that such information can include any information regarding Your commercial or consumer credit worthiness, credit history or credit capacity that credit providers & / or credit reporting agencies are allowed to give or receive under the *Privacy Act*.

9.4 You authorise & permit Us to make independent enquiries of third parties concerning Your financial standing &, for this purpose, authorise & permit third parties to supply such information regardless of any confidentiality or

privilege which applies to the information sought.

10.0 limitation of liability

10.1 To the full extent permitted by law & subject to clause 10.2, We will not be liable in any circumstances, however arising, to You or any person claiming through You in contract, tort, or otherwise (including negligence, wilful or unlawful acts or omissions) for:

(a) any economic loss or damage & in particular (without limitation), any loss of revenue, profits, actual or potential business opportunities, contracts or anticipated savings of profits; or

(b) any indirect or consequential loss; or

(c) the acts of omissions of the Carrier or any of Our servants, officers, agents, contractors or subcontractors or the failure of, or fault or defect, in any contractors or subcontractors or the failure of, or fault or defect, in any telecommunications service, network, facilities, equipment or service, used by Us in supplying telecommunications services; or

(d) Our failure to continue to provide the Service to You for any reason whatsoever. You acknowledge that We do not guarantee continuous fault free provision of the Service.

11.0 Term of the Agreement, suspension, cancellation, or part cancellation of a product, or termination

11.1 In respect of each Service set out in the Application, this Agreement will commence on the date of its signing by You.

11.2 If the Agreement is a non fixed-length agreement, We will provide the Service to You in accordance with the Agreement until the Service is cancelled in accordance with clause 11.5 below.

11.3 If the agreement is a fixed-length agreement, We will provide the service to You in accordance with the Agreement:

(a) for the Fixed Term of Your Agreement, or

(b) until the service is cancelled in accordance with clauses 11.4 or 11.6 below, or

(c) if neither You nor We cancel the service at the end of the Fixed Term of Your Agreement (see clause 11.4 below), until the Service is cancelled in accordance with clauses 11.5 or 11.6 below.

11.4 If the Agreement is a fixed-length agreement and neither You nor We cancel the service at the end of the Fixed Term of Your Agreement, the

Agreement becomes a non-fixed length agreement and We will continue to supply the Service to You on a month-to-month basis in accordance with the Agreement. If You do not wish to continue to use the Service on a month-to-month basis after the end of the Fixed Term of Your Agreement, You must inform Us (in accordance with clause 11.5 below by giving us 30 days notice in writing before the end of the minimum term that You wish to cancel the Service at the end of the Fixed Term of Your Agreement. If We choose not to provide the service to You after the end of the Fixed Term of Your Agreement, We will give You notice of this by giving You 30 days notice in writing before the end of the Fixed Term of Your Agreement. If We wish to change the terms of the Agreement, including any fees or charges, at the end of the Fixed Term of Your Agreement, We will give You notice of this (in accordance with clause 6.0) before the end of the Fixed Term of Your Agreement.

11.5 If the Agreement is a non fixed-length agreement:

(a) You may cancel the Service at any time by giving Us 30 days notice in writing; or

(b) We may cancel the Service at any time by giving You 30 days notice in writing.

11.6 We may terminate this Agreement if You breach any term or condition of this Agreement or if a receiver or receiver & manager is appointed over any of Your property or assets, or if a liquidator or provisional liquidator is appointed to You or if You enter into any arrangement with Your creditors or You assign or otherwise deal with Your rights under this Agreement without Our prior written consent or, in the case of an individual, You die.

11.9 If Your Service has been suspended by Us due to non compliance with terms & conditions of the Agreement a fee may be payable to re-activate Your Services.

11.10 If this Agreement is cancelled by You, or terminated by Us:

(a) any right which We have in respect of Your obligations under the Agreement that are not fulfilled when the Agreement is ended, will continue to exist;

(b) You must pay Us all reasonable costs & expenses incurred by Us in relation to the Agreement ending;

(c) Where We are providing mobile Services:

(i) all of Your rights to receive the Services from Us will end & You must return to Us the SIM Card that We provided to You;

(ii) You must pay amounts due at the time the Agreement ends, including the balance of the Minimum Monthly Spends for all months up to the end of the Term.

(iii) You must pay an administration fee of \$250 for each mobile service.

(d) Where We are providing data &/or data access services, such as DSL, ADSL, SHDSL, Ethernet, Wireless Broadband, Personal Broadband, Unwired, Fibre ('Broadband' Services), You must pay amounts due at the time the Agreement ends, including the balance of the Monthly Service Fees as set out on the Application or agreed by Us, including any amount for Service or CPE that was spread over a term, for all months up to the end of the Term, that remain unpaid at the date of Your cancellation. You will be charged for a full months' Service or access fees for the month in which You cancel Your Service.

(e) In addition to any liabilities arising under this clause & where We are providing fixed wire Services, if You terminate the Services before the expiry of the Term or such lesser time as is agreed in writing by You & Us, then You will pay Us a genuine estimate of the loss We will incur from the early termination of this Agreement. The amount of the loss will be calculated as being the difference between the charges billed to You up until the date of termination & the charges that would have been billed to You for the Services supplied to You until the date of termination under an applicable standard rate or pricing plan.

11.11 If We agree to provide a Service for a set Term, then the amount payable for the whole of that Term is a debt owing to Us at the time of entering into the Agreement for which We may bill You even if You cancel the Service or terminate the Agreement before the Term ends.

11.12 Where You have entered into an Agreement to purchase 2 or more of the following products from Us: Mobile GSM, Mobile CDMA, Fixed Wire (Inbound, Long Distance & Local), Fax Broadcast, Video & Voice Conferencing or Broadband, & during the Term of Your Agreement You cancel the supply of one of the aforementioned products, the pricing of the remaining product(s)

or service(s) will revert to the non-bundled (or non-discounted), & thus adjusted, rate for the Service that We continue to supply to You for the remainder of the Term. The adjusted rate for the continuing service or product will be no more than an additional 20% on top of the pre-adjusted rate.

11.13 Where We are providing Data Services, if this Agreement is terminated in accordance with this clause, the Carrier may arrange for You to be supplied by the Carrier with the Carrier's services that had been supplied by Us, but You acknowledge that the Carrier may not be able to make those arrangements immediately & once the Carrier makes those arrangements, those services acquired by You will be acquired on the Carrier's current rates & terms & conditions & the Carrier will bill You accordingly.

11.14 Where We or Our representative have provided a Connection Bonus (including a technology fund, an innovation fund, a previous provider contract payout, free or subsidised set up or installation costs, or handsets or other equipment free of charge or at a subsidised rate) and You cancel the Service or terminate the Agreement before its Term ends, then You will be liable to repay the full amount of the Connection Bonus provided by Us for the Service. We will bill You for the amount of the Connection Bonus provided to You for the Service.

11.15 Our Customer Care staff and Our product peoplenet, allows You to monitor Your usage and unbilled charges as well as giving You the ability to bar Your services and set SMS alerts for abnormal usage. Notwithstanding the credit collection provisions operable under this clause, We may with Your acquiescence, arrange a repayment plan of Your outstanding debt to Us if You are a consumer customer, who We are satisfied would be suffering from financial hardship should You be asked to pay all Your outstanding debt to Us when normally due.

13.0 confidentiality

13.1 You will keep confidential all information supplied by the Carrier or Us.

14.0 force majeure

14.1 We will not be liable for any delay in the connection of or failure in the operation of Services due to any occurrence reasonably beyond Our control including failure of any link provided by the Carrier.

15.0 entire Agreement

15.1 This Agreement contains Your & Our entire understanding to the exclusion of any & all-prior or collateral agreement of understanding relating to the Services provided whether oral or written. You acknowledge that You have not entered into this Agreement in reliance upon any statement made by Us, other than as expressly contained in this Agreement.

16.0 assignment

16.1 We may assign the benefit of this Agreement at any time to a person or corporation nominated by Us, including a Carrier, & in this event, such Assignee or nominated Carrier shall deal directly with You for the purposes associated with the provision of Services under this Agreement.

17.0 customer premises equipment - meaning PABX, telephone or key system, telephone handset, satellite dish &/or mount, indoor access router, modem, USB Modem, sim-box, software, block-up converter and any mounting (CPE), returns, delivery and installation thereof.

17.1 Any CPE You use not provided by Us in relation to the Services must comply with applicable standards & specifications, including those set by the Carrier or Supplier.

17.9 (f) Where We reasonably determine the requirements for installation exceeds reasonable expectations for any Installation Fee quoted or agreed with You, We will not be bound to provide the installation at the Installation Fee previously quoted or agreed & We agree to discuss & use Our respective reasonable endeavours to agree a new Installation Fee; & subject to:

Our completing the assessment in clause (e) to Our satisfaction; You & Us agreeing to any Installation Fee or change to the Installation Fee previously agreed; & upon payment of the Installation Fee, install & configure the CPE at Your Premises including making any necessary minor physical modifications deemed necessary by Us to Your Premises in order to install the CPE. You are responsible for all other things not included within the installation.

17.10 (a) You acknowledge that the CPE does not include the goods & services specified as excluded or "not included" in the Quotation;

(b) You may upon request to Us, request that We supply additional services including without limitation,

inspection, repairs, adjustment & replacement of unserviceable or defective parts not subject to the limited warranty given in clause 17.11 in respect of the CPE;

(c) If agreed to by Us, additional services will be provided on a time & materials basis charged at Our standard rates in effect from time to time & on terms agreed to between Us & You; & (d) Unless agreed in writing, any subsequent agreement to provide additional services between You & Us will not modify or vary the terms & conditions of this Agree

17.12 A CPE provided to You as part of Our Broadband or Wireless Service may be configured for use with only Our Broadband or Wireless network. You may not be able to use the CPE with another network or provider.

17.13 Where as part Our Service We supply You with a Broadband router, modem, USB modem, mobile handset or mobile accessory & You cancel the data or mobile Service within the first 5 working days of Your Application &

a) the Service has not as yet been activated & the Broadband router, modem, USB modem, mobile handset or mobile accessory is in its original packaging a full refund will apply;

b) the Service has been activated & the Broadband router, modem, USB modem, mobile handset or mobile accessory is in its original packaging a disconnection fee of \$100 dollars will be charged to You,

c) the Service is not activated & the Broadband router, modem, USB modem, or mobile handset or packaging is not in original condition, a reconditioning fee will be charged to You up to the value of the Broadband router, modem, USB modem, mobile handset or mobile accessory when it is returned by You.

d) the Service has been activated & the Broadband router, modem, USB modem, mobile handset or mobile accessory is not in original condition a disconnection fee of \$100 dollars in addition to a reconditioning fee, up to the value of the Broadband router, modem, mobile handset or mobile accessory will be charged to You.

17.14 We are not liable for faulty CPE provided to You by a 3rd-party manufacturer. Where You are experiencing a CPE fault, You should contact the manufacturer direct, whose contact details may be on Our website www.peopletelecom.com.au.

19.0 governing law

19.1 This Agreement shall be governed & construed in accordance with the law of New South Wales & the parties hereby submitted to the jurisdiction of the Courts of that State.

20.0 disputed amounts

20.1 In the event that a bill is disputed by You, You agree to pay to Us all the total amount as indicated on the disputed bill without deduction or set-off & We agree to refund any monies found to be charged incorrectly after reasonable & proper investigation.

20.1 If a billing dispute is not raised within 12 months of the bill issue date, charges will be deemed correct & payable by You & any backdate/credit of these charges if required will not exceed a 12-month period prior to the date the dispute was raised.

21.0 communications & content

21.1 You are responsible for the content of the messages You communicate when using Our Services as well as the consequences of those messages. You agree that You will not use Our Services to engage in activities that are illegal, obscene, threatening, defamatory, invade privacy, infringe intellectual property rights, or otherwise injure third parties or are objectionable.

21.2 We believe that any communication in the form of telephone calls, written correspondence letter, brochure or emails from Us or its related parties are a valuable part of Our service as they enable You to keep up-to-date with matters regarding other products provided by US including but not limited to Internet security, viruses, useful tools, promotions, sites of interest & other related matters. Any communication from Us to You is not negated by You registering on the ACMA Do Not Call Register

22.0 use of mobile phone or SIM

22.1 Where We are providing mobile or Wireless Broadband Services, if You use a roaming service overseas in connection with Your mobile phone or SIM, You agree to pay all charges in connection with the provision & use of the roaming services, including local taxes & surcharges.

22.3 Where We deem that You are using in excess of 2,000 minutes of a flat charge call offer, such as people networking, or free time, per month, per mobile phone (SIM card), We will charge any usage in excess of 2,000 minutes per month at the standard mobile call rate under Your plan and

may at Our option immediately disconnect that mobile Service.

22.4 We may at Our option immediately disconnect a mobile Service that

a) transits, refiles or aggregates domestic or international traffic on the mobile network, or

b) who without Our express written permission uses Our mobile Service (including any SIM card) in connection with a device that switches or reroutes calls to or from the mobile network

23.0 supply of local call Services or rebill Services only

23.1 For any one calendar month, where We are supplying You with local call (not long distance, data, or mobile Services) or Services rebilled from another Carrier or network, We may charge You \$25 per calendar month for the month that only local call or rebill Services were supplied

26.0 conditions of voice & video conferencing Service

26.1 You are responsible for maintaining the confidentiality of Your owner number & any personal identification numbers & passwords ('Account') & for restricting access to Your Account.

26.2 You agree to accept responsibility & liability for all activities that occur under Your Account whether lawful or unlawful. You are also solely responsible for all uses of Your Account, whether or not actually or expressly authorised by You.

27.0 conditions of data &/or Broadband Service

27.6 Delivery times of data tails specified in the original proposal to You assume availability of Service and/or no Carrier delays. If following submission of Your order by Us to the Carrier Service qualification is unsuccessful then a new Service proposal may be provided that may differ from the original proposal and may incur additional charges.

29.0 network security

29.2 We do not take responsibility or are liable in any way for any violations of Your network &/or related systems security, however caused.