

Important Customer Information: Your Rights and Obligations

These terms & conditions are a summary of the Standard Form of Agreement made pursuant to Section 479 of the Telecommunications Act 1997

Miracom Telecommunications Pty Ltd (ABN 99 112 299 457) ('We', 'Us' or 'Our') will supply you Our customer ('You' or 'Your') with goods and services on the terms and conditions set out below and overleaf ('Agreement').

1 Services

- 1.1 We will provide the telecommunications service(s) that You order and contract for (Service) to You in Australia through such carrier or supplier network or networks as We nominate from time to time directly with the carrier, supplier or network operator (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.
- 1.2 We will connect Your Service(s) to the network as soon as it is reasonably practicable after Our acceptance of Your order or offer in written form, online internet form or voice recorded application and its related parts (Application) and We will use all reasonable efforts to maintain the Service while You comply with this Agreement and any applicable service level agreements offered and accepted under the Application as published from time to time.

2 Charges and Payment

- 2.1 Charges for the Services are determined in accordance with the rate plan or in such other manner specified in the Application. We may change the amount of these charges or add new charges from time to time in accordance with clause 6. You will be invoiced for all calls, services, usage or other charges on a monthly basis with 14 days trading terms for payment of accounts. You must pay all invoiced amounts by the date specified on the relevant invoice and comply with all relevant terms specified on the invoice. If you have nominated automatic direct debit, Your bank account or credit card will be charged within 7 days from invoice date. Charges that do not appear on Your monthly invoice may appear on future accounts in accordance with processing procedures.
- 2.3 Our charges to You may involve fees for connection, initiation or cancellation of any Services.
- 2.4 Overdue accounts will incur a handling charge calculated at the greater of \$5 or 1.5% per month on any amounts outstanding. We may charge You interest on overdue amounts at 3% above the annual Westpac Corporate Overdraft Reference rate applicable at the date of the bill, calculated daily.
- 2.5 We may, without notice, deactivate or cancel all or part of Your Service if any charge amount is not paid by its due date. We reserve the right to restrict any Service at any time if We reasonably believe that the account has gone over its credit limit or the Service appears fraudulent. Discounts may also be revoked during the overdue period. If any amount has not been paid by the due date We reserve the right to deduct any unpaid amount or part of it from Your credit card or charge card nominated on the application form.
- 3 **GST** - Unless expressly stated otherwise, the charges payable for the Services under this Agreement are inclusive of GST. If any charges are expressed as exclusive of GST, You must pay to Us, in addition to the charges for the Services, an amount equal to any GST payable on the supply of the Services. That additional amount is payable at the same time any part of the charges for the Services is payable. We will issue a valid tax invoice to You for the supply of those Services at or before that time.

4 Transfer to Us

- 4.1 In providing the Services, We need to change Your arrangements with Your current supplier and then We will do so in accordance with this clause.
- 4.2 By signing the Application or any other agreement for the provision of Services by Us:
- a) You authorise Us to sign on Your behalf and in Your name forms of authority to Your current supplier of Services to transfer the Services into Our name;
- b) You will on request give written instructions to Your current supplier to transfer the Services from Your name to Ours; and
- c) You will immediately pay to Your current supplier all amounts owing to it for the Services being transferred up to the time of transfer to Our name.

- 6 **Amendments** - These terms and conditions (including charges for Services) and the Carrier or Supplier, or the Carrier's or Supplier's products may be varied, altered, replaced or revoked at any time, except where changes are to your detriment in which case we will provide you personally with detailed information on the change we are proposing (including details of how it would affect you) and a period of at least 42 days in which to terminate the contract without incurring any additional costs or charges.

- 7 **Privacy** - We adhere fully to the Privacy Act. Our privacy policy sets out the way in which We collect, use and disclose information about You. For a full copy of Our privacy policy please visit Our website at www.miracom.com.au and click on the privacy link.

8 Information

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

9 Credit check

- 9.1 You will supply without delay all the necessary information to enable us 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.

11 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 it is countersigned by us and will continue in relation to that Service until expiry of the contract term selected for the Service on the Application (Term).
- 11.3 For Services not under fixed-period contracts or where the contract term has expired, You may cancel the Service by calling Us or writing to Us. Your call or letter will be a notice to cancel the Service and will be effective on the date on which We receive that request.
- 11.4 For fixed-period contracts, in some circumstances You may cancel Your Service immediately and without incurring any additional charges if:
- a) You are unable to use the Service because of a continuing event that is reasonably outside Your control; or
- b) We breach an essential clause of this contract which isn't resolved within 14 days of Your requesting Us to do so or which is unable to be resolved; or
- c) We become bankrupt, insolvent or unable to pay Our debts when due; or
- d) Your Service has been suspended for one week where there is no fault on Your part, except where clause 11.4 applies; or
- e) We make a change to this contract that would result in a detriment to You.
- 11.5 You may cancel Your Service by giving Us 30 days notice if: a) the minimum fixed-period listed on Your Application has ended, and You have continued to use the Service; or b) any steps are taken to appoint a receiver or administrator for Us.
- 11.6 In addition to these rights to cancel Services, You have a general right to cancel Services at any time, at Our convenience. However, if you do so, a disconnection or cancellation fee described in clause 11.11 will apply.
- 11.7 We may terminate this Agreement if You breach any term or condition of this Agreement or if a receiver or manager or any insolvency administrator 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.

- 11.8 We may suspend the Services or any of them at any time without notice if any of following occur:
- a) We are not satisfied with Our credit assessment of You; or
- b) You breach any of the terms and conditions of this agreement and if You have failed to remedy the breach within 10 days of Us providing written notice to You of the breach Your Service will be terminated; or
- c) You fail to pay amounts owing to Us by the due date; or
- d) We are unable, for any reason including the default of a Carrier, to provide the whole part of the Service; or
- e) You become subject to any form of insolvency administration.
- 11.11 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 and 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 and 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 Spend (MMS) for all months up to the end of the Term; and
- iii) You must pay an administration fee of \$275 (GST inclusive);
- d) where We are providing data and/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; and
- e) in addition to any liabilities arising under this clause and 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 and Us, then You will pay Us a genuine pre-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 and 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.
- 11.12 If We agree to provide a Service for a fixed 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.
- 13 **Confidentiality** - You will keep confidential all information supplied by the Carrier or Us.
- 14 **Force majeure** - 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 **Entire Agreement**
- 15.1 With the exception of any service level agreements (as published from time to time) offered in addition to this Agreement, this Agreement contains Your and Our entire understanding to the exclusion of any and 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.
- 17 **Customer premises equipment (CPE)**
- 17.1 Customer premises equipment means PABX, telephone or key system, telephone handset, satellite dish and/or mount, indoor access router, modem, sim-box, software, block-up converter and any mounting (CPE).
- 17.2 Any CPE You use not provided by Us in relation to the Services must comply with applicable standards and specifications, including those set by the Carrier or Supplier.
- 17.13 A CPE provided to You as part of Our Broadband Service may be configured for use with only Our Broadband network. You may not be able to use the CPE with another network or provider.
- 17.15 We are not liable for faulty CPE provided to you by a 3rd-party manufacturer. Where You are experiencing CPE fault, You should contact the manufacturer direct, of whose contact details may be on Our website www.miracom.com.au
- 18 **Disputed amounts**
- 18.1 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 and We agree to refund any monies found to be charged incorrectly after reasonable and proper investigation.
- 18.2 If a billing dispute is not raised within 12 months of the bill issue date, charges will be deemed correct and payable by You and any backdate/credit of these charges if required will not exceed a 12-month period prior to the date the dispute was raised.
- 19 **Communications and content**
- 19.1 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. You may not use a false email address, impersonate any person or entity, or otherwise mislead others or Us as to Your identity. We reserve the right to suspend or terminate the Service in the event of a breach of this clause and in such cases You will be responsible for any costs associated with suspension or termination of the Service.
- 20 **Use of mobile phone or SIM**
- 20.1 Where We are providing mobile Services, if You intend to use a roaming service overseas in connection with Your mobile phone, We may require You to pay a \$500 security deposit prior to making roaming facilities available.
- 26 **Network security**
- 26.1 You agree to accept responsibility and liability for the security of and/or access to Your networks and related systems. You will take reasonable and appropriate precautions to prevent any violations of Your network and/or related systems security.
- 26.2 We do not take responsibility or are liable in any way for any violations of Your network and/or related systems security, however caused.
- 29 **Notices** - Any notice, demand, consent or other communication required to be given by either party must be delivered personally, or sent by email, prepaid mail, or by facsimile to the address of the other as last notified.
- 30 **Governing law** - This Agreement shall be governed and construed in accordance with the law of Victoria and the parties submit to the jurisdiction of the Courts of that State.