

Summary of our Standard Form of Agreement

Important Customer Information: Your Rights and Obligations

Introduction

The *Standard Form of Agreement* sets out the terms and conditions under which TransACT provides telecommunications products and services to you. This summary is designed to give you an overview of the terms and conditions. It is not designed to give you an overview of the terms and conditions under which you obtain goods or services from third parties over the TransACT network.

If you would like more details about your rights and obligations you should read the *Standard Form of Agreement* in its entirety. Copies of the *Standard Form of Agreement* are available from our head office at 470 Northbourne Avenue, Dickson ACT 2602 or on our website at www.transact.com.au

Designated goods and services

Under the *Standard Form of Agreement*, TransACT provides telecommunications goods and services. TransACT also provides equipment to enable you to obtain these goods and services. The telecommunications products and services offered by TransACT are listed in the schedules to the *Standard Form of Agreement*.

Charges and Payment

Schedules 5 and 6 to the *Standard Form of Agreement* set out the charges for the telecommunications products and services that you acquire from TransACT.

You are responsible for all Charges incurred in the use of the Service, even if someone other than you incurs those Charges without your knowledge or consent.

The charges may include connection charges, access charges, usage-based charges, charges for content provided with the service (including third party content services), charges for other services provided in connection with calls, reconnection charges, disconnection charges and (in some instances) other charges.

TransACT may impose an additional charge to install the Service if we need to perform work beyond the usual scope of work required for similar installations. TransACT will notify you if this occurs.

Depending on the time of day, charges may also include peak and off-peak charges, charges based on the type of package received by you, the origin and destination of calls, the volume of calls made in a particular period and any particular rebates or discounts that might apply to a particular call or a particular customer.

Promotions and Discounts

TransACT provides customers with a \$2 discount on their account if they elect to pay by direct debit. Direct debit forms are provided at the point of sale and with the Welcome Pack or can be requested by calling Customer Care on 13 30 61.

From time to time, TransACT offers ad hoc promotions and may advise existing customers of these promotions via a message on their invoice or through direct mail.

Accounts

You will be billed at regular intervals, usually monthly by mail or email, but we may also bill you at other times and include charges omitted from earlier accounts.

The payment methods are as set out in your account. Any charges older than 190 days will not be shown on your current account, however you will still be liable for outstanding charges. If you do not pay the full amount as set out in an account, TransACT may charge a late payment fee, and impose a reconnection fee if network access is suspended. If applicable, TransACT may also seek to recover debt collection costs.

All access charges, including TransTALK monthly phone line rental, TalkNUMBERS, Fax NUMBER, TalkMAIL, Silent Number and TransTV Digital (where applicable), are billed one month in advance.

The first account that you receive will include charges from the date you were connected plus the above access charges charged one month in advance.

Contract terms

A 12-month minimum contract is generally required but minimum contract periods may vary. Your minimum contract period is as set out in your application.

If you terminate before the expiry of your minimum contract period we will impose the early termination charge specified in Schedules 5 and 6 to the *Standard Form of Agreement* to cover the cost of installing and provisioning your service. You may terminate your contract at any time after the minimum contract period by giving us at least one month notice, in writing via email, letter or fax. You must list your name, the product or service to be cancelled and the date of cancellation. To confirm your cancellation request call TransACT on 13 30 61.

If TransACT increases certain charges without your consent, you may have a right to terminate your contract without penalty. If this happens, we will notify you in writing and advise you of your options.

In addition to any other rights we may have, we may immediately terminate, limit or suspend any part of the Services if:

- you breach this Agreement;
- we consider such action necessary for the purpose of maintaining or restoring any part of the TransACT Network;
- we are required to do so by a court, government or regulatory agency;
- there is an emergency; or
- you are declared bankrupt.

If TransACT terminates, limits or suspends your Service for any of the reasons set out above, charges may apply.

Variation

TransACT may vary the *Standard Form of Agreement* (including charges) at any time in accordance with the Telecommunications Legislation. We will give you reasonable notice of any change we believe would have a detrimental impact on you. For such changes, we may notify you in writing, which could be via a notice in your next account, or some other means as agreed by you and allowed under the Telecommunications Legislation. You may also have the right to cancel your Service within 42 days of

receiving the notice, without incurring any additional fees or charges other than those set out in this Agreement.

Security Bond

TransACT may impose a credit limit or require you to provide a Security Bond. You authorise TransACT to make deductions from any Security Bond for any Charges that are owing to us. TransACT will refund your Security Bond in full when we stop providing the Services, except to the extent that we have made deductions for Charges that are owing to us by you.

Priority Services

TransACT does not offer a special priority assistance service to customers with life threatening medical conditions. TransACT will act on a best efforts basis but cannot guarantee priority connections and fault resolution given the reliance on third party suppliers. Customers with life threatening medical conditions should contact TransACT on 13 30 61 to discuss the options available.

Security and Privacy

TransACT is required by the *Privacy Act 1988* (Cth) and the telecommunications legislation to protect your personal information. TransACT will treat your personal information in accordance with the National Privacy Principles.

For more information, a copy of TransACT's Privacy Policy is available at www.transact.com.au, or by contacting 13 30 61.

Your rights and responsibilities

Except as set out below, TransACT is not liable for any loss or damage, however caused or suffered by you in connection with the *Standard Form of Agreement*.

We may be liable to you under warranties and terms and conditions imposed by law. If TransACT is not entitled to exclude these warranties and terms and conditions imposed by law, our liability is limited (at our option) to the resupply or cost of resupplying the goods and services or, in the case of goods, the repair or cost of repair of the goods.

If you complain to TransACT and one of our Customer Care representatives cannot resolve the complaint to your satisfaction, they will escalate the issue to their supervisor or the Customer Care Manager. If your complaint concerns accounts or payment, TransACT can place the disputed amount on hold while we investigate your complaint.

If you have a complaint, or if you would like to report a fault, call our Customer Care team on 13 30 61 or submit an enquiry form at www.transact.com.au

You are also entitled to refer complaints regarding TransACT to the TIO. The TIO is an independent office that investigates disputes between telecommunications companies and their customers.

The Office of Fair Trading in the ACT performs a similar function in respect to consumer complaints.

Summary Available in other languages and formats

TransACT's Summary Standard Form of Agreement is also available on request in large print by calling our Customer Care Team on 13 30 61.

For hearing impaired assistance please call our TTY service on 13 36 77.

For assistance in languages other than English please telephone TransACT's interpreter service on 13 14 50.