



IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS.

SUMMARY OF OUR STANDARD FORM CUSTOMER CONTRACT

This Standard Form Customer Contract (SFCC) is between you and Next Telecom Operations Pty Ltd (ABN 89 617 293 071) trading as Switched On Australia. This is a summary of our SFCC that sets out the terms and conditions on which we supply services to you.

It is not possible to cover everything in our SFCC here and therefore this summary is designed to give you information about what our SFCC covers and its important terms.

A complete copy of our SFCC is available on 'Our Policies' page on our website:

www.switchedonaustralia.com/legal/legal.php#policies

Charges

All charges for our Services are set out in our Charges and Payment Schedule in Section 3 of our SFCC. The Service charges will depend on the Service options and features selected by you. Telephone service charges may also vary depending on the time of day (including peak and off-peak periods); the origin and destination of the call, the volume of calls made during a period, whether the call is a voice call or a data call and any discounts that might apply. In respect of Internet access services, charges may also vary depending on the included data allowance and service speed that you have chosen.

We may also make special offers and, if validly accepted by you, the price and terms of the special offer will prevail over those otherwise applicable under our SFCC for the duration of the special offer.

Billing

We will invoice you monthly for charges due under this SFCC. Our first invoice will be issued either in the month that we commence provisioning Services to you or, in our discretion, the following month. We may vary invoice frequency at our discretion. We may issue interim invoices. We may bill you more often if you exceed your spend limit (see clause 4.2 of our SFCC).

Unless otherwise expressly stated in this Agreement, we will generally bill you in advance for periodic charges, connection and service fees (where applicable) and in arrears for usage charges, although this may vary in certain cases. We will endeavor to bill you within the next normal billing period for charges billed in arrears, but we reserve the right to bill you for those charges in later billing periods. As per 8.2.2 of ACIF CS42 - Industry Code - Billing, we will not bill charges older than 190 days from the date the charge was incurred by the customer.

All charges are due and payable by the **15th of the month** as shown on the invoice ("Due Date"). Payment must be made

by the Due Date in full by cheque, credit card, direct debit or any other method permitted by us.

Bills are usually electronically sent to the email address provided by you on your Application. Paper bills are available but do incur a fee of \$2.50 (ex. gst).

Your bill will show the various ways that you are able to make payment. Some Services can only be paid by direct debit from your credit card or nominated bank account. We may charge you a fee if your cheque is dishonoured or your direct debit payment is declined.

If you do not pay to us any part of the charges, or any costs incurred to collect payment of the bill by the due date on any invoice, we will impose a late payment fee of \$15 (ex. gst) which is charged on the 17th of the month. We can also suspend, restrict or cancel the Service until you pay your bill.

Contract

Some of our Services may have a Minimum Contract Term for which you must use the Services and if you cancel the Service before the end of that Contract Term you will be charged an Early Termination Fee for early cancellation. After a Minimum Contract Term we will continue to provide you with the Service by renewing the contract on a month-by-month basis.

Upon the completion of a Contract Term, you may cancel the Service by notifying us in writing.

We may cancel your Service if we determine that it is not viable to supply it to you, you breach our SFCC, you fail to pay your bill on time or we believe you are a credit risk, there is excessive use of the Service, we reasonably suspect fraud or other illegal conduct in connection with the Service, it is necessary for the purpose of network maintenance, there is an emergency, the law allows or requires us to, the Australian Competition and Consumer Commission issues a competition notice, you leave your premises, or you become bankrupt or insolvent.

If we reconnect a Service that has been cancelled or suspended, you may be required to pay a reconnection charge.

Variations

We may change our SFCC at any time, and are not required to give you any prior notice unless a change is detrimental to you. In such cases, we will notify you at least 30 days beforehand. If we make any change which would cause detriment to you, you may cancel the Service without incurring any Early Termination Fee/cancellation charge by giving notice to us within 42 days after the date we notify you of the change.

You acknowledge that you have consented to us sending you notices relating to our SFCC or any variations to it by email to your email address.

Liability and Warranty

We are not liable to you for any loss or damage in connection with our SFCC or our Services (e.g. lost profits or business or any other consequential losses).

You indemnify us and will keep us, and our Related Body Corporate, indemnified against any loss, cost, expense, damage or other liability (including legal costs on a solicitor/client basis) relating to the use of the Service or equipment used in connection with the Service, and any claim made against us, as outlined in our SFCC.

Complaint Handling

If you have any complaints please contact us. If you are not satisfied with the initial outcome of your complaint, it will be passed to a senior manager for review.

We have formal procedures in place for doing this. A copy of our Complaints Handling Process is available from 'Our Policies' page on our website:

www.switchedonaustralia.com/complaints.html and www.switchedonaustralia.com/policies

If your complaint is not resolved you may lodge your complaint with the Telecommunications Industry Ombudsman (TIO) on www.tio.com.au

Fault Reporting

We aim to provide, but do not guarantee, continuous or fault free Services. We provide a 24 hour 7 day-a-week fault reporting service. If you wish to report a fault, please call us on 1300 455 620 (press option 3) or email us.

If you ask us to come to your premises to repair a fault and no fault is found, or the fault turns out to be caused by your equipment you may be charged a fee.

Customer Service Guarantee

Minimum performance standards (**CSG Standard**) exist for the connection and fault rectification of standard telephone services and the attending of appointments by carriage service providers.

The CSG Standard aims to protect you against poor service and you may be entitled to compensation if we fail to comply with the CSG Standard.

For more information about the CSG Standard visit the www.acma.gov.au or telephone us.

Use of Personal information

The Privacy Act 1988 and telecommunications legislation imposes strict obligations on us to respect your privacy and the confidentiality of your personal information.

You acknowledge that we may:

- collect and disclose your personal information to a credit reporting agency or credit provider, including your name, current and previous addresses, date of birth, employer, driver's licence number, service number, and your personal and commercial credit information or credit rating;
- use your personal information to consider your application for personal and commercial credit, the Service or other Related Switched On Entity services. We may also use this information for purposes related to the supply of the Service and to provide you with information about promotions, as well as the products and services of Related Switched On Entities. You can opt out of receiving marketing information by contacting us; and disclose your personal information for the above purposes to or from credit reporting agencies or credit providers, a Switched On Related Entity, our employees, agents, contractors and suppliers, and other telecommunication and information service providers.

We may be required or permitted by law to collect, use or disclose your personal information, including, to government and regulatory authorities, (e.g. the operator of the Integrated Public Number Database) or to law enforcement agencies. You may access your personal information and seek to make any updates by contacting us.

If you choose not to provide personal information we request of you, we may not be able to provide you with the Services you have requested, or we may refuse to provide, or limit the

provision of, any Service or personal or commercial credit requested by you.

Our Services

This summary SFCC applies to all of Switched On Australia's products and services that include but are not limited to:

Switched On Australia's Business Solutions

Internet Access Services

- NBN Broadband
- Mobile Broadband
- Business Grade Fibre
- NBN Enterprise Ethernet

Phone Services

- Hosted Voice
- Teams Calling
- SIP Trunking
- Inbound Phone 13/1300/1800
- Mobile Phone

Domains & Hosting

- Domains
- Web Hosting

Hardware

- Phone Systems
- Routers, Switches & Networking devices
- Security Firewalls
- Wireless Access Points