

## SUMMARY OF ACN'S STANDARD FORM OF AGREEMENT

### (PRE-PAID SERVICES)

Under the Telecommunications Act 1997 ("Act"), ACN is entitled to lodge a "Standard Form of Agreement" ("SFOA") with the Australian Communications and Media Authority ("ACMA") setting out the terms and conditions on which ACN will supply services (and certain ancillary goods) to customers.

If ACN decides to supply services to you then the legal relationship between ACN and you shall be exclusively governed by the operation of s479 (2)(b) of the Act. This means that the terms and conditions on which the services are supplied will be those set out in ACN's SFOA. The SFOA is binding on you and on ACN by virtue of s479 (2)(b) of the Act and no contract, agreement nor other legally binding relationship shall be created between you and ACN.

This is a summary of ACN's SFOA relating to the provision of pre-paid digital phone services ("Services"). If you would like more detailed information about your rights and obligations you can obtain a copy of the full text of the SFOA at [www.acnpacific.com.au](http://www.acnpacific.com.au). This summary does not override or change the terms and conditions of the SFOA.

### Important Customer Information: Your Rights and Obligations

**Provision of Services** The Services will only be provided if it is technically possible and you are a residential customer. We will provide the Services using our facilities and services or those of other carriers, telecommunications service providers or equipment suppliers ("Network Providers"). We aim to provide but cannot guarantee that the Services will be continuous or fault free. Network or equipment specific problems, as well as climatic, geographic and usage issues may affect the quality and availability of the Services.

**Your Obligations** You must not use or permit any use of the Services:

- (a) to transmit any defamatory, abusive, menacing, threatening, harassing or illegal material or any unsolicited material of an offensive, obscene or indecent nature; or
- (b) otherwise contrary to law or an applicable code of conduct; or
- (c) in any manner which constitutes a violation or infringement of any duty or obligation in contract, tort or otherwise, to any third party; or
- (d) in, or in relation to, the commission of an offence against any applicable law.

You must not interfere, and must use reasonable endeavours to ensure that other persons do not interfere with, or attempt to interfere with, the operation of the Services, the network, equipment or facilities of any of our Network Providers; or our equipment or facilities associated with the Services. You will indemnify us for any loss or expense we suffer as a result of your doing any of the prohibited acts.

**Equipment** It is your responsibility to repair and maintain any equipment you own. You may only use

equipment (including cabling) that is approved by ACMA. We are not responsible for any faults, service disruptions or any other inability to access or use the Services (or any of their special features) if this is the result of the technical limitations or malfunction of your Equipment.

**Charging** You must pay us our Charges for your use of the Services, whether such use was authorised by you or not. Your pre-paid account is the electronic account associated with your Service from which pre-payments of service and usage charges are deducted from your available credit. Your account consists of two separate components: a Service Credit Account and a Call Credit Account. You must nominate a valid credit card (MasterCard or Visa only) at the time we create your pre-paid account for you. Only one service may be associated to an individual pre-paid account. The Charges are described in detail on our website at [www.acnpacific.com.au](http://www.acnpacific.com.au). The Charges may include, amongst others, connection charges, access charges, usage based charges (e.g. connection charges for each call and timed or untimed charges for each call), charges for sending messages, charges for content provided with the service, charges for other services provided in connection with the call, service restoration fees and dishonour fees. Charges may vary depending on the time and day (including peak and off-peak periods), where you are calling to or from, whether the call is a voice call or data call and any discounts that might apply. We may deduct from your available credit any charges our Network Providers charge us for the provision or usage of your service and for connecting, activating, initiating or cancelling any Service.

**Billing** We will not send you invoices or statements for

the Service but you may obtain your usage records and charges for the preceding 90 days online at MyAccount. You may obtain electronic or paper records for official purposes by calling and requesting these from our Customer Contact Centre. We may charge you our reasonable costs of providing such records. Our records are proof that a Charge is payable unless shown to be incorrect. Charges are generally deducted from your available credit as follows:

- (a) for any equipment you purchase from us, our agent or Network Provider – from your nominated credit card upon receipt of your order;
- (b) for any non-recurring charges for work performed – from your Service Credit Account immediately after the work is performed;
- (c) for periodic service Charges – from your Service Credit Account in advance;
- (d) for variable usage charges, from your Call Credit Account as the usage occurs; and
- (e) otherwise, as notified by us from time to time.

We will automatically recharge your Service Credit Account with the minimum service credit amount on your account anniversary date using your nominated credit card. If a recharge attempt fails we will email you (at the email address we have on file) and retry after 24 hours. If the minimum service credit recharge fails a second time you will lose access to the pricing features of your Pricing Package and the Charges for usage of your service will be deducted from your Call Credit Account. This will apply even if your Call Credit Account exceeds the amount of the minimum service credit.

IF YOU DO NOT ADD THE MINIMUM SERVICE CREDIT TO YOUR SERVICE CREDIT ACCOUNT WITHIN THE ACCOUNT EXPIRY PERIOD THE BALANCE OF YOUR CALL CREDIT ACCOUNT WILL BE SET TO ZERO AND BE FORFEIT.

You may manually recharge your available credit (Service Credit Account and/or Call Credit Account) either online via MyAccount or by calling our Customer Contact Centre. You may set up automatic recharges of your Call Credit Account either online or by calling our Customer Contact Centre. Available credit in your Service Credit Account or Call Credit Account cannot be redeemed for cash or converted or applied against any other services you have with us except if you cancel with the 14 day Cooling Off Period, we cancel the service for convenience or your Certified Device is lost, stolen or damaged and you purchase a new replacement Certified Device from us.

**Priority Assistance** We currently do not offer priority services for our customers.

**Personal Information** We collect personal information about you to assess your application and, if approved,

provide Services to you. We may make standard credit information enquiries about you in connection with the supply of the Services, including seeking reports from Credit Reporting Agencies. We may also pass your personal information to other carriage service providers and your ACN independent representative for purposes related to the provision of Services to you. You can obtain the full text of our privacy policy from our website [www.acnpacific.com.au](http://www.acnpacific.com.au).

**Termination, Suspension and Restriction** You may terminate the Services at any time; however, all available credit will be forfeit. If you terminate the Services during your minimum service period you may be charged an early termination fee. We may suspend, restrict or terminate the supply of the Services with immediate effect from the date of service of a notice to you (or with effect from such later date as we may specify in such notice) if, amongst other things, you have breached the SFOA, become bankrupt, or insolvent.

**Our Liability** Our liability to you is limited. Except where specifically expressed otherwise in the SFOA and subject to the Trade Practices Act 1974, ACN is not liable for any loss that you may suffer. Our liability for any breach of any term, condition, warranty or under any remedy implied by law (which cannot be excluded), is limited, at our option, to the repair or re-supply of Equipment or Services or the payment of the cost of having the Equipment or Services re-supplied.

**Your Liability** You indemnify us against any loss, cost and damage we suffer relating to your use (or attempted use) of the Services or your Equipment used in connection with the Services. You also indemnify us against (and must pay us for) any costs (including legal costs) relating to your breach of the SFOA.

**Customer Service Guarantee** You may have certain rights and remedies under the Customer Service Guarantee, which establishes minimum connection and fault repair times and entitles you to specified amounts of damages if they are breached. A detailed description is available at [www.acma.gov.au](http://www.acma.gov.au).

**Reporting Faults** If you experience a fault with the Services, you should contact our Customer Service Representatives and the matter will be directed to our faults handling department.

**Complaints** If you have any concerns about the Services, contact us immediately. We will attempt to resolve any problem or complaint you have as quickly and effectively as possible. If you are not satisfied with the initial outcome of your complaint, the matter will be handled in accordance with our complaints procedures. Disputes between telecommunications companies and their customers can be resolved by the

Telecommunications Industry Ombudsman (TIO). The TIO is an independent body and provides its services for free. The TIO is an office of last resort. It only takes up a complaint if the customer has first tried to resolve it with the relevant company. The Office of Fair Trading (or similar) in your State or Territory may also investigate consumer complaints.

**Variations** We are permitted by law to make certain changes to the SFOA without giving prior notice, unless these changes are detrimental to you. If any changes would cause detriment to you, we will give you notice at least 3 working days in advance usually by notifying you personally or publishing an advertisement and subsequently including a notice on your invoice. Where your Service is subject to a minimum service term, if ACN modifies the SFOA in a manner that has a detrimental impact on you that is more than minor then ACN will notify you at least 21 days before the change occurs and you may terminate the Service without paying the early termination fee provided you notify us within 42 calendar days of the date of the notice. We will determine the most appropriate course of action at the time any variations are made. An up-to-date copy of the SFOA is available on our website [www.acnpacific.com.au](http://www.acnpacific.com.au) or by calling ACN on 1300 881 778.

**Commission** We may pay commission to any person, including an ACN Independent Representative who introduces you to ACN.

**Cooling-Off Period** If you are a residential customer then we will allow you a cooling-off period of 14 calendar days from:

- (a) For a service only order, the date on which you placed the order via our website or signed the paper

Customer Authorisation Form; or

- (b) Where you have ordered Goods from us, whether associated with a Service or separately, the date of dispatch of the Goods to you.

The cooling-off period will only apply so long as you have not opened the inner packaging of the Goods, being the manufacturer's packaging, generally indicated by an attached Acceptance Notice. During the cooling-off period a residential customer may:

- (a) Cancel the Service and must return the associated Goods (if any); or
- (b) Return the Goods while retaining the associated Service.

You may not cancel the Service and retain the associated Goods. You must communicate to us your intention to use the cooling-off period by calling our Customer Contact Centre on 1300 881 778 and dispatch Goods being returned during the cooling-off period. If you do this within the cooling-off period we will refund any Charges deducted from your Service Credit Account for periodic service charges and you will not be charged any applicable early termination fee(s). You will be liable for your actual usage of the Service (e.g. call & event charges deducted from your Call Credit Account) and any delivery charges incurred in the original delivery of the Goods and the return of the Goods.

**Promotions** From time to time we run special promotions or offers (Promotional Pricing) in connection with the Service. Under Promotional Pricing, both price and length of minimum service term may differ from the standard ones applicable. If you wish to obtain the benefit of the Promotional Pricing you must indicate your election to take the Promotional Pricing, including any minimum service term.

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This summary is available in other formats and in other languages upon request. For information please call our Customer Contact Centre on 1 300 881 778.