

SUMMARY OF ACN'S STANDARD FORM OF AGREEMENT

Important Customer Information: Your Rights and Obligations

This is a summary of ACN's Standard Form of Agreement ('SFOA') which applies to the supply by us to you of ACN's services including home phone, broadband, NBN and mobile (including mobile broadband) telecommunications services ('Services') and related equipment. If you would like to review the complete terms and conditions of the SFOA ('Our Terms'), please go to our website www.acnpacific.com.au. This summary does not override or change Our Terms.

Provision of Services The Services will only be provided if technically possible and subject to availability and coverage. You must meet our credit policy requirements. We may require you to provide a form of security (for example, a cash deposit) or pay some or all of the Charges in advance.

We aim to provide but cannot guarantee that the Services will be available continuously and in all areas, that you can make and receive calls at all times, or that the Services are free of faults, interruptions or errors.

Other terms and conditions that apply to the supply of the Services (including in relation to minimum service terms, minimum periods of notice, rights to terminate or suspend supply, applicable Charges for early termination, and renewal) are contained in Our Terms.

Your Obligations You may use the Services only in accordance with Our Terms, including the Acceptable Use Policy. 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.

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

Cooling-Off Period We will allow you a cooling-off period of 10 business days from the date we first accept your application via our Website.

If you have ordered Equipment from us, the cooling-off period will only apply so long as you have not opened the Equipment packaging. During the cooling-off period a residential

customer may (a) cancel the Service and must return the associated Equipment (if any), or (b) return the Equipment while retaining the associated Service. You may not cancel the Service and retain the associated Equipment.

You must communicate to us your intention to use the cooling-off period by calling our Customer Service Centre and return the Equipment (if any) during the cooling-off period. If you do this within the cooling-off period you will not be charged any Service charges or fees (including applicable early termination fees). You will be liable for your actual usage of the Service (for example, call and event charges), any delivery charges incurred in the delivery and return of the Equipment, and any infrastructure and installation costs incurred by us in connection with our preparation for supplying the Service to you.

Charging You must pay us the Charges for your use of the Services, whether such use was authorised by you or not. The Charges (including connection and reconnection charges, discounts, credits and rebates) are described in detail on our Website. The Charges may include, amongst others, connection charges, access charges, usage-based charges, charges for content provided with the Services, charges for other services provided in connection with the call, service restoration fees, dishonour fees, early termination fees and late payment fees. Charges may vary depending on the time and day (including peak and off-peak periods) – further details are on our Website. We may pass on to you any charges our Network Providers charge us for provision and usage of your Services.

Billing For post-paid services, we will invoice you monthly but reserve the right to bill at different intervals and to issue interim invoices. We will provide you with a breakdown of the Charges payable in each invoice. Our standard method of issuing our invoice to you is via electronic media. We will charge you an additional Charge if you request to receive paper invoices or request billing information which does not form part of our standard invoice.

You must pay all Charges within 14 days of the date of invoice, unless otherwise stated on the invoice. Your invoice will state the available methods of payment and any additional fees for particular payment methods. We will always offer a fee-free payment method.

If you fail to pay any invoice on time, you will be in breach of Our Terms and we may charge interest on any Charges remaining unpaid by the due date, charge you all the costs and expenses we incur in relation to recovering unpaid Charges, and suspend, restrict or terminate the Services, and if we suspend or terminate the Services and we agree to re-connect you, you will be required to pay a service restoration fee, which will be added to your Charges.

For pre-paid services, your pre-paid account is the electronic account associated with your Services from which Charges are deducted from your available credit. We will not send you invoices or statements for the Services but you may review your usage records and Charges online at MyAccount.

Equipment You must ensure that all equipment which you use to access and use the Services is ACMA-approved. You are responsible for the security and proper functioning of such equipment, and to ensure that such equipment does not interfere with the normal operation of the Services and networks.

Personal Information We agree to collect, use

and disclose your personal information and credit related information only in accordance with our Privacy Policy and Credit Reporting Policy. The current versions of these policies are available on our Website. We may make enquiries about a customer's credit record.

Warranties Warranty information in relation to goods supplied by us will be included with the goods, and must be followed if you wish to make a warranty claim.

Reporting Faults You must report faults in the Services as soon as you become aware of them by contacting the Customer Service Centre.

Complaints If you have any complaints about the Services, you should contact our Customer Service Centre. Your complaint will be handled in accordance with our complaints procedure. Disputes between telecommunications service providers and their customers may be resolved by the Telecommunications Industry Ombudsman (TIO). 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 service provider.

Variations We may make a change to Our Terms without giving you prior notice, but only if the change will not adversely affect you. We may make a change to Our Terms which will adversely affect you, but only in certain circumstances (for example, if there is a change in law, an increase in the cost of international services, or an increase in the price a carrier charges us). We will always give you prior notice in writing of such a change, usually by email or by including a notice on your invoice, and in some cases (for example, if a change is required as a result of an increase in the price a carrier charges us), if your Service is subject to a minimum service term then you may terminate the Service without paying the early termination fee provided you notify us within 42 days of the date of the notice. An up-to-date copy of Our Terms is available on our Website.

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