

LOGITEL TERMS AND CONDITIONS

Logitel Pty Ltd TERMS AND CONDITIONS

V.05 Last Updated: 31 August 2011

GENERAL

Logitel Pty. Ltd. Australia Pty Ltd (ABN 85 147 699 241) ("LOGITEL Pty. Ltd.") will provide you with telecommunication services for local, national, international long distance, calls to Australian mobiles, internet connections and calls from Mobiles and such other services as we may agree to provide to you from time to time ("Services") from your landline or mobile phone. We will provide these services using our facilities and services and those of other suppliers. We will provide you with the Services for your entire national, international, calls to mobiles and internet connections (as applicable based on your application or verbal churn) unless you dial an override code on a call by call basis. Charges are subject to change without notice. If you change your address or other billing contact details, you must notify us within 14 days. We may require you to lodge a security deposit (bond) with us as a condition to providing you Services, and we may from time to time set a credit limit for the provision of Services to you. Changes to these terms may occur from time to time. The laws of Victoria and this document govern our agreement and its attachments contain the whole understanding between us.

You acknowledge that you enter into this Agreement entirely as a result of your own enquiries and that you do not rely on any statement, representation or promise by us or on our behalf not expressly set out in this Agreement. You accordingly release us and each of our officers, agents and advisers from all claims, suits and demands of every kind (including negligence) arising from the relationship of the parties concerning this Agreement before it was signed, and from the negotiations leading to it. The failure by either party to exercise any right or remedy under this Agreement in a timely manner does not constitute acceptance of the matter which gave rise to the right or remedy, nor that party's waiver of such right or remedy.

For copies of these terms and conditions, please contact Customer Service on 1300 30 1428 or go to www.logitel.com.au.

USE OF SERVICE

You must co-operate with LOGITEL's reasonable requests in connection with the services. You are liable and responsible for your service and charges that are incurred from your service, either made by you or an unauthorised third party. To be the legal lessee (account holder) of the telephone line to be used to connect the Service you must be over 18 years of age, or if not over 18, have obtained the consent of a parent, teacher or other responsible adult prior to applying for or accessing the Service. (LOGITEL has the right to reject any application from a person under the age of 18 years of age if there is insufficient consent supplied). You are required to ensure that no one interferes with your service, makes it unsafe or uses your service to break the law. It is your responsibility to arrange and pay for any electricity supply needed for a service at your premises. If your service interferes (or threatens to interfere) with the network, you will be required to do whatever is advised by your carrier to end or avoid that interference. Also all line rental customers must be preselected (long distance calls) with Logitel.

CHARGES

The amount of service charges will depend on the options and features of the service plan that has been selected. Charges may vary according to the plan that you choose and may vary depending on any special conditions that apply to each plan; the time of day (including peak and off-peak); the type of Customers, the origin and destination of the call; volume of the calls made during the period and any applicable rebates or discounts that might apply to that particular call or particulate Customer. Rates are subject to change at any time without prior notice. However LOGITEL will endeavour to notify Customers of any changes to call prices, plans or inclusions in prior to the implementation of the change. All charges are inclusive of GST, unless otherwise stated. If you are not a Complete Voice LOGITEL Customer (line rental, local calls and long distance) **the LR will be changed to \$34.95**. This is considered to be a standalone account. Timed calls billed in 30 second increments. Minimum charge 30 seconds plus 35 cents connection fee per call. Customers are able to receive their bill via email. If they would like to sign-up for this service they will select this option for you over the phone.

BILLING

We will bill you monthly for the Services in accordance with our current charges as notified to you from time to time. We may vary invoice frequency at our discretion. Unless expressly stated otherwise, the charges payable for the Services under this Agreement are inclusive of GST. Unless otherwise expressly stated in this Agreement, we will generally bill you in advance for periodic charges and non-usage charges (for example line rental) and in arrears for usage charges, although this may vary in certain cases. All charges must be paid by the due date shown on the invoice which will be issued either monthly or when you reach your credit limit, whichever occurs first.

Payment options include the following: Credit Card, Australia Post, BPay, Direct Debit from a nominated Credit **Card or Bank Account**, Bill Express or Cheque. Where you have chosen the direct debit method of payment, your account will be debited via your nominated bank or credit card once a month on or prior to the due date.

We may set a credit limit for the provision of Services to you. You will be notified of this credit limit and any variation thereof. Credit terms and credit limits may change from time to time. If an account reaches the predetermined credit limit prior to the selected business day then the account will be debited that amount on the next business day. If a direct debit fails or is rejected, we reserve the right to pass on any charges that we may incur due to the failure or rejection.

In the event that you are terminated and monies are owed to you by us, we will notify you of these amounts. In the event you do not claim those monies within 3 months of being notified we will retain the money and you agree that you will have no further claim in relation to those monies. We may require you to lodge a security bond as a condition of us providing Services to you. You authorise us to deduct from that bond any amounts remaining owing to us 30 days after the date of an invoice.

LOGITEL may charge include unbilled services in a later invoice(s). You may raise a valid billing dispute within 12 months of the date of the disputed invoice. If you request a copy of your invoice from a previous billing period (i.e. non-current bill), LOGITEL charges a processing fee of \$5 (each) for the bill copy(s).

Financial Hardship Policy

Hardship Process

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Definition of Hardship

The ACIF Credit Management Code defines financial hardship as:

a situation where a Customer is unable, reasonably, because of illness, unemployment or other reasonable cause, to discharge their financial obligations under their contract with the Supplier and the Customer reasonably expects to be able to discharge those obligations if payment and/or Service arrangements were changed. Financial hardship can be of limited or long term duration.

Logitel Customer Service Team

In times of genuine Hardship, customers and/or their financial counselor deserve easy access to empathetic and skilled staff who can promptly address their circumstance or concerns. Logitel Pty. Ltd. will provide this service by training all staff in the general credit area to identify financial hardship customers, and refer these customers to specialized staff.

Logitel Pty. Ltd. expects its specialized team members to act with compassion and sympathy, yet still manage the situation within business requirements. Customer Service Representatives are required to accept reasonable payment arrangements, taking into account each customer's individual circumstances.

NOTE: The Logitel Pty. Ltd. Customer Service and Support Team do not manage Business Accounts

Identification of a Customer Experiencing Financial Hardship

Logitel Pty. Ltd. considers financial hardship a state that involves an inability of the customer to pay bills, rather than an unwillingness to do so. Customer hardship can arise from a variety of situations. Hardship can be either of limited duration or long term. To illustrate, several of the common causes are listed below. Hardship can result from a number of factors including:

- Loss of employment by the consumer or family member.
- Family breakdown.
- Illness including physical incapacity, hospitalization, or mental illness of the consumer or family member.
- A death in the family.
- Abuse of the service by customer (e.g. from use of 190X numbers, GPRS).
- Abuse of the service by a third party leaving the customer unable to pay the account.
- Natural Disaster.

Reaching a Financial Arrangement

The basic principle of any agreed financial arrangement is that the repayment should be sufficient to cover expected future use of the service (as adjusted to ensure the customer's financial position does not worsen over a reasonable period of time) as well as providing continued reduction of debt at a reasonable level (i.e. the customer should not be going into further debt under the arrangement).

How to find out more

By phone

Hardship Inquiries: 1300 30 1428

Hours of Operation: Monday - Friday 9.00am - 8.00pm AEST

By mail: PO Box 2966 Cheltenham VIC 3192.

Via E mail: info@logitel.com.au

When customer applies for data and/or voice service with Logitel Pty. Ltd. we do provide a letter of Terms and Conditions which contain financial hardship policy.

TAXES

Any taxes, including GST for supplies made in connection with the Service will be on-billed to you by LOGITEL. All charges and credits on LOGITEL's tax invoices will be shown including GST. All prices quoted on the website and collateral are GST inclusive unless otherwise stated (Business is quoted GST inclusive).

USE OF CREDIT BUREAUS & RECOVERY OF CHARGES

LOGITEL will exchange information about you to a credit reporting agency for the following purposes:

To obtain a consumer credit report about you, and/or

To default list any payments which are overdue by more than 60 days, and/or

To allow the credit reporting agency to create or maintain a credit information file about you.

If we are unable to collect overdue amounts from you we reserve the right to recover arrears from you. We may do so through a mercantile agent or through legal means. We will as a matter of course lodge a default with a credit bureau where payment has not been received within 61 days of the due date. Where recovery action is taken we reserve the right to charge you costs of recovery. These include all costs arising out of the default including, but not limited to late payment fees, plan cancellation fees and mercantile agent fees. **All unpaid invoices will incur a late payment fee of \$5.** We kindly request you make payments on time to prevent unnecessary late fees.

UNUSUAL OR EXCESSIVE USE OF SERVICE (Misuse)

If through our monitoring process we identify excessive use or unusual call patterns we may, temporarily, suspend your service. All endeavours will be taken to contact you via an appropriate contact method prior to any action being taken against your account. We may require an advance payment before your service is restored. Use of your service is your responsibility. You should not rely on us to contact you or to suspend your service in the event of excessive or unusual use.

LOGITEL reserves the right to suspend or terminate, with or without notice, any Customer's account, which in LOGITEL's opinion, directly or indirectly is involved in activities, which are detrimental to LOGITEL's Service or jeopardise the use of LOGITEL's service or its performance for other Customers. In reference to Internet, this includes, but is not limited to „Spamming“ e-mail or forwarding spammed e-mail to other Internet user's e-mail addresses, commercial advertising, informational announcements, charity requests, petitions for signatures, chain letters and political or religious messages, attempted unauthorised access to other Internet servers and systems, misrepresentation and abusive or offensive behaviour in newsgroups and other online facilities.

LOGITEL reserves the right to suspend without notice any Customer's account involved in offensive and/or illegal activities under State and/or Federal laws. In such a case the relevant law enforcement agency(ies) will be notified, and where possible offending material(s) passed on. LOGITEL does not under any circumstances permit the resale to any other party of LOGITEL's service connections and/or bandwidth. Any Customer found doing this would be charged for all of that Customer's usage and any other party's usage to which they have sold or divulged material to enable access to LOGITEL's system at three times the current rate applicable. We may terminate the Customer's account without notice and without refunding any subscriptions paid but unused.

SUSPENSION OF SERVICE

LOGITEL may immediately suspend, downgrade or cancel the Service in a variety of circumstances, including: if, before the Service Start Date, it is determined that it is not viable to supply the Service to you; you misuse the Service; non-compliant equipment is used; there is an unusually high use of the Service; you fail to pay any charges due to LOGITEL; or you become insolvent. Depending on the circumstances of the suspension, you may still be liable to pay by the due date all charges arising during the suspension. It is acknowledged that on termination of supply of the service, your right to use any email addresses or corresponding web space URLs provided as part of the Service will cease. If an account has a Toll Bar applied to an account, the Customer will receive a charge of \$55.

We reserve the right to suspend provision of Services to you, where charges owing to us remain outstanding after 15 days, unless we have received written notice from you of a bona fide dispute of those charges. If we suspend or terminate the Services for unpaid charges or any other reason, subsequent reconnection **will** incur a reconnection fee. All fees and charges including (without limitation) all monthly access fees, and regardless of whether or not these have been disconnected from the Network, are still due.

CANCELLATION

You may cancel your service with 30 days prior notice given to LOGITEL. Early cancellation of service will result in the forfeit of any monies or payments made in advance and also cancellation fee may apply for early termination a contract, (\$129.00). Payments for all Services are due up to and including the billing month in which the end of your notice period falls. Connection fees are non-refundable if you terminate the Service after ordering, but prior to installation. A cancellation fee is due if you cancel after installation, but before the end of your plan term (if applicable).

TRANSFER OF SERVICE (To LOGITEL)

By transferring to LOGITEL by signing our Agreement or applying via a verbal churn recording, you:

- a) Authorise us to sign on your behalf and in your name forms of authority to your current Supplier to transfer your accounts into our name;
- b) Authorise your current Supplier of telecommunications services to transfer to us your local, national, international, calls to Australian mobiles, internet or mobile services relating to the telephone numbers transferred to us (as applicable per the Application);

c) Will remain responsible for all amounts owing to your current Supplier of telecommunications services for any services they supply, or have supplied, to you; and d) When churning, your current Network access or restrictions will still apply, until outstanding debts have been finalised and the previous carrier and restrictions are removed.

This Agreement starts when you sign the Application Form, or when you first access our Services after receipt of service transfer and continues until terminated. By switching to LOGITEL you may surrender all incentives and benefits with your current supplier (eg discount plans, charity concessions). We will not accept any liability for any amounts owing by you to your current Supplier, which were provided to you prior to the commencement of Services.

Your telephone number(s) listed on the Application Form may be transferred with their current status. After the transfer has been completed, you will contact LOGITEL in relation to providing services and faults.

Some specific services provided by your supplier company may not be available after the transfer. LOGITEL offer a number of extra services that enhance your home phone service. We do not offer all of the enhanced services offered by Telstra, please refer to Residential Value Added Services (VAS) table for pricing or to confirm if a specific enhanced service is available for resale through LOGITEL, please contact 1300 30 1428.

TRANSFER OF SERVICE (From LOGITEL to another Carrier)

If you transfer any of the Services to another Carrier, then you remain responsible to us for amounts payable prior to the transfer, and you will immediately pay us that amount on receipt of our invoice. If after the transfer you elect to use any of our services by the use of an override code, you agree to pay us for any charges incurred for those services. You must notify us in accordance with our cancellation policy if you wish to terminate a service. The provision of the nominated service will cease upon transfer to another carrier. We will endeavour to bill you for those services within the next normal billing period but we reserve the right to issue subsequent invoices in relation to unbilled fees and charges.

INTERNET SERVICES

ADSL

Any such contract cancelled before the end of the 24 month period will require the remaining part of the month contract to be paid in full.

	Cancel between 1–6 months	Cancel between 6–24 months
24 months contract	Installation fee \$129 Or Transfer fee \$50 + Modem fee + Cancellation fee \$50 + remind months	Installation fee \$129 Or Transfer fee \$50 + Modem fee + Remind months
12 Months contract	Modem fee \$90 + Cancellation fee \$50 + remind months	Modem fee \$90 + Remind months
6 Months contract	Cancellation fee \$50 + remind months	

Installation fee will be \$50 if the customers move the ADSL connection from an existing ISP to Logitel. Unlimited monthly usage plan speeds may be slowed down to 64 kbps after 20GB.

	6 Months contract	12 Months contract	24 months contract
Modem	Wireless/4port: \$119 1 port: \$79	Wireless/4port: \$99 1 port: FREE	Wireless/4port: \$79 1 port: FREE
Installation Fee	\$129	\$99	FREE
Transfer Fee	\$59	FREE	FREE

Optimal ADSL2+ speeds require compatible ADSL2+ modem and filters. Around 70% of ADSL2+ customers can achieve speeds greater than 10Mbps. Actual speeds will vary due to many factors including distance from the local telephone exchange, the quality of the customer's copper phone line, cabling and equipment.

Off-peak time is between 12am and 12pm AEST. On-peak time is between 12pm and 12am AEST

Connection speed for ADSL will be shaped to 64kbps (depending on the plan) when you exceed your download limits during both on-peak and off peak. For ADSL 2 and Naked ADSL customers an excess fee of \$3 per GB will apply.

ADSL 2+ customers has to bundle with Logitel Plus phone plan

PREMIUM SERVICES (Including 190 Adult Services)

We apply a restriction on access to premium services such as 1900, 190 etc numbers. Access to these services will only be available on completion of the „Application for Access to InfoCall® 190 Adult Services & Premium Services“ form and a successful credit history check has been established. A security deposit (bond) of \$250 will be payable and held for a minimum of 6 months. This will be required to provide premium services if you have not established a successful payment record. This payment may be applied against your fees and charges or refunded on cancellation of you service with LOGITEL (if there are no outstanding monies due on the account).

In accordance with Part 9A (Telephone Sex Services) of the Telecommunications (Consumer Protection and Service Standards) Act 1999 and the Telecommunications Service Provider (Premium Service) Determinations 2004 (No. 1 and 2) (the

Determinations), Clause 3.1 we are also required to inform you of the financial risks associated with Premium Service numbers and 190 Adult Services.

FAULT REPORTING & REPAIRS

Faults experienced in relation to any of your LOGITEL services should be reported by contacting our Customer Service department on 1300 30 1428 for general enquiries 9am till 8pm Monday to Friday or Answering Machine is available during the weekend & public holidays. We will take all reasonable steps (isolation test) to ensure that your fault is attended to expeditiously. We do however rely on the services of our Network Provider to deliver these services on our behalf.

The timeframe in which your fault will be attended to depends on when it is reported, your location, any physical, security or access impediments and the nature of the fault. Where your service is faulty you may (if available) divert your service to another number.

We repair faults in the service (up to the boundary of our network) between 9 am and 5 pm on business days. If you ask us to repair a faulty Basic Telephone Service outside those hours, and we agree, we may charge you our fee-for-service charges. We aim generally to repair a Basic Telephone Service within the following timeframes after you tell us of the fault:

Area	Description	Time Frame
UrbanArea	Areaswithpopulation greater than10,000	One(1) BusinessDay
Major Rural	Areaswithpopulationbetween 2,500and10,000	Two(2) BusinessDays
Minor Rural	Areaswithpopulationbetween 200and2,500butnotwithinTelstra's ExtendedCharging Zones	Two(2) BusinessDays
Remote	Areaswithpopulationless than 2,000 people orareas included inaTelstra ExtendedCharging Zone	Three(3) BusinessDays

These do not apply to all Customers or services. Where two timeframes apply, we aim to comply with the shorter timeframe. Where we give you an estimate of the number of hours that may be needed to repair a Basic Telephone Service, the estimate only includes hours between 9:00 am and 5:00 pm on a business day.

COMPLAINTS

If you have any concerns about the services we are providing to you, you should contact us immediately. We will endeavour 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 reviewed in accordance with our complaints procedures. Contact Customer service on 1300 30 1428 or log a complaint through our website at www.LOGITEL.com.au

If we cannot resolve your concerns to your satisfaction, you can refer those concerns on to the Telecommunications Industry Ombudsman or the Australian Communications Authority.

COOLING OFF PERIOD

If you change your mind after registration to the LOGITEL service, you must advise LOGITEL within ten days of receiving initial correspondence from LOGITEL to avoid cancellation charges in addition to any other expenses LOGITEL has incurred. Generally initial correspondence from LOGITEL is in the form of a 'Welcome Pack'. This can only be done by the following: telephone 1300 30 1428 email to cancellations@logitel.com.au, fax 1300 975 749, in writing 'Attention Logitel Cancellations' PO Box 2966 Cheltenham VIC 3192. Customers are to ensure that all written correspondence is titled 'Cooling Off Period' and note the phone number they request to churn to another carrier. The Cooling Off period as outlined above is not available to customers that made initial contact with LOGITEL or Businesses (Customers registered with an ABN).

USE OF OVERRIDE CODE

The account holder is liable for all calls made utilising the 1414, 1428 override codes and other services if pre-selection is authorised, together with any collection costs if applicable. If you use an override code to access services offered by another Supplier, you will be billed by that Supplier for charges you incur. If you have chosen LOGITEL for your long distance services only, you will be billed by your current service provider for service and equipment and local calls.

CONNECTION CHARGES

Depending on the type of connection (or reconnection) and the type of work required to connect the Basic Telephone Service, we will apply one of the following connection charges set out in the table below. The criterion for charging is based on the work that we determine is required to connect your Basic Telephone Service. This will depend on whether a Basic Telephone Service has previously been connected at your premises, whether a technician is required to attend the premises and whether any cabling work has to be undertaken by us or our agents or contractors.

ConnectionFees(includingexternalrelocation)GSTincl.	
Connection (IfTechnicianRequired)	\$125.00
Connection (InPlace)	\$59.00

NewConnection	\$299.00
Additionalnew connectionplacedat thesametime	\$181.00

CONNECTION TIMEFRAMES

After we accept your application for a Basic Telephone Service, we endeavour to connect it on the date you request. However, that may not always be possible. In some circumstances we may not be able to make firm arrangements immediately or we may have to change a previous firm arrangement. We will tell you beforehand if we cannot connect you on the requested date. Where you request a Basic Telephone Service after 5:00 pm, we treat this as if you had requested it the following working day. If there has been a previous working Basic Telephone Service at your premises that has been cancelled and that we can automatically reconnect without having to visit your premises, the local exchange or any place in between, we aim to connect the Basic Telephone Service within two business days after your request, or on a later date that you request or agree to. We will advise you if we know we can automatically connect your service without having to visit your premises, the local exchange or any place in between.

CONTRACTOR TO PREMISES

When it is required for work to be completed at your premises (the site of the service) an appointment will be made for a contractor to carry out the work. All reasonable steps will be taken to ensure that the appointment is kept, however it is not always possible to do so. This is due to LOGITEL relying on our Network Provider to deliver these services on our behalf. Safe access must be available to your premises. If you are not the owner of the premises, you must obtain the owner's permission for us to access the premises. All charges for the above mentioned services at your premises are based on the Network Providers fees and charges.

EQUIPMENT RENTAL

LOGITEL does offer rental or purchase of Telstra handsets. Details of these phones and prices are available at http://www.telstra.com.au/phones/homeservices/phones_rent.htm. In addition to this service, LOGITEL will continue to maintain any existing Telstra equipment currently covered by an equipment rental plan for as long as they are offered to Customers. You have to maintain and repair any equipment that does not belong to us and is at your premises and do any maintenance or repairs that we ask you to.

If any equipment that is covered under a rental equipment plan is faulty (including faulty parts), you should call us and we will replace the equipment (or faulty part) by having you collect it from one of our collection points or by having it installed by one of our technicians. We do not charge you to replace rental equipment or parts where the fault is caused by a design or manufacturing defect or fair wear and tear. Fair wear and tear does not include damage caused by your error, misuse, omission, negligence or fault, vandalism, accident or loss. We will charge you to replace rental equipment or parts where:

- a) the fault is not caused by fair wear and tear or a defect in design or manufacture; or
- b) the fault is caused by unauthorised maintenance work, power failure or fluctuation, air conditioning or humidity control, electrostatic or electromagnetic interference, use in an unusually harsh environment (such as extreme temperature or humidity), operation outside of specifications or without due regard to manuals, user guides or other relevant documents; or
- c) the fault is caused by a fault in your cabling or other equipment attached to the rental equipment (other than attachments to the rental equipment that meet Australian Communication Authority compliance standards); or
- d) you ask us to do repairs outside of business hours.

If we supply you a rental telephone with our or the Network Providers brand on it, and you suffer loss or damage because it is not of merchantable quality, then we will replace it. You indemnify us against (and must pay us for) any injury, loss or damage a third party suffers because of your negligent use of our rental equipment. No charge will apply if you collect your replacement rental telephone or part from one of our collection points, however charges will apply for courier deliveries and technician inspections and instalments. You must pay us for any loss or damage we suffer if the rental equipment is damaged, destroyed, lost or stolen.

EquipmentCharges	
RentalofTouchtonehandset	From\$3.00permonth
Courier Charge	\$20non-refundabledepositforallhandsetrentals
Loss of Equipment/unreturneditem	http://www.telstra.com.au/phones/homeservices/phones.htm
UnreturnedCND telephone	http://www.telstra.com.au/phones/homeservices/phones.htm

FEES AND CHARGES

Change of Phone number	
First number	\$39
Residential Phone number Search	
Customer	\$77.00
Call Charges	
13/1300Calls	30c each
1800calls	No charge
Reverse Changecalls	http://www.telstra.com.au/phones/homeservices/distance_reverse.htm
Other Charges	
Itemised Local Calls	\$5.00percopy*
Copy of Bill	\$5.00percopy*

*These charges only apply to invoices up to 3 months old, invoices older than 3 months there will also be a charge of \$5.50 admin fee.

CONFIDENTIALITY (LOGITEL Privacy Awareness Policy)

The following applies after 21st December 2001. LOGITEL has chosen to be bound by the National Privacy Principles. As a private sector company, LOGITEL is bound by the Privacy Act 1988 ("Act"). Under the Act, LOGITEL, or the Industry Association, can choose to develop and be bound by a Privacy Code or choose to comply with the National Privacy Principles in the Act. We retain all intellectual property rights in any information relating to the Services, the design and operation of our network and other technical information relating to the provision of the Services ("Confidential Information").

You hereby acknowledge that, besides any indebtedness you may have to us, you shall be liable for all costs of collection in addition to your indebtedness which includes all legal fees and outlays, search fees, process fees, location fees, administration costs and any commissions paid to a collection agency.

PERSONAL INFORMATION

LOGITEL only collects personal information from you that is necessary to perform the service sought by you. The kinds of personal information LOGITEL holds about you will depend on the services you request from LOGITEL and the use that you make of those services.

USE OF PERSONAL INFORMATION

LOGITEL respects your privacy. As a result, LOGITEL does not trade, rent or sell your personal information or corporate information. The primary purpose for which we use your personal information is to provide you with a communications service. In the course of providing this service to you we may also use your personal information for the following related services: provisioning or connecting your service, network routing, providing you with Customer service, credit checking, billing, investigating complaints & fixing faults in relation to your service and any payment follow ups that you may owe us. We may also use your personal information to tell you about our other products and services or bundled offerings, provided by LOGITEL in conjunction with either our related bodies corporate or our business partners and associates. The Applicant agrees that LOGITEL (as the Service Provider) may exchange information about those credit providers named in this application or named in a consumer credit report issued by a credit reporting agency for the following purposes to:

- a) assess an application by the Applicant for credit
- b) notify other credit providers of a default by the Applicant
- c) exchange information with other credit providers as to the status of this account where the Applicant is in default with other credit providers
- d) assess the Applicant credit worthiness
- e) provide information to you about other goods or services which we or any of our Related Bodies Corporate, or Telstra or any of its Related Bodies Corporate, or any of our partners and associates or the partners and associates of Telstra (such as telecommunication entities, providers of products or services which are related to the Services, media entities, event organisers, equipment suppliers and the suppliers of any other product or service with whom we or TELSTRA have engaged in a joint initiative) may offer to you.

ACCESS TO PERSONAL INFORMATION

Generally, you have the right to see or obtain a copy of personal information about you that we may hold. LOGITEL will handle requests for access to personal information in accordance with the National Privacy Principles. To request access to your personal information, please contact 1300 30 1428.

LIABILITY & WARRANTY

Because the performance of some Services may be affected by the levels of use of other users and of facilities related to providing the Service, we do not warrant that Services will be Free of blockages, delays or faults and we will not be responsible for any loss or damage which may result. Except as required by law, all terms, conditions, warranties, undertakings, inducements and representations, relating to the provision by us of the Services are excluded, and we will not be under any other liability in respect of any loss or damage (including consequential loss or damage) however caused (whether by negligence or otherwise) which may be suffered or incurred or which may arise directly or indirectly in respect of the Services.

Our liability for any breach of any term, condition or warranty or under any remedy implied by law (which cannot be excluded), will be limited at our option to the re-supply of Services; or the payment of the cost of having Services re-supplied. We have no liability to you or to any other person for:

- a) Faults or defects in Services which are caused to any material extent by your own conduct or misuse, nor
- b) Any delay or default in performance under this agreement if it is caused by an event reasonably beyond our control, including but not limited accident, weather conditions, delay or failure or default by another telecommunications service provider.

FORCE MAJEURE

We are not liable for:

- a) any delay in installing any Service,
- b) any delay in correcting any fault in any Service,
- c) any damage made by third party technicians including Telstra technicians
- d) failure or incorrect operation of any Service, or
- e) any other delay or default in performance under this Agreement, if it is caused by any event reasonably beyond our control, including but not limited to war, accident, act of God, industrial action, embargo, delay or failure or default by any other Supplier.

FAIR USE POLICY

LOGITEL are committed to supplying superior service to Customers. For LOGITEL to meet this commitment it's users must use the service fairly. If a Customer is identified to be making excessive use of our service and it is deemed to be a serious burden on the network LOGITEL has the right to initially warn the Customer of any misuse via phone, letter or email. If the Customer does not rectify this matter in the given time LOGITEL then reserves the right to limit the customer's connection speed or suspend their service without further notification to the Customer. LOGITEL also reserves the right to terminate a Customer's contract if the above occurs in excess of three times and the Customer will be liable for early termination fees if this contract is breached.

The Local Call 'Fair Play' Policy aims to ensure that LOGITEL is able to provide quality service to all its Customers and ensure that "reasonable usage" of various local offers occurs. This policy applies to all Local Unlimited offers but may extend to other "offers" and promotions, as determined by LOGITEL from time to time, to ensure the availability of our services to all eligible residential Customers. LOGITEL may request "unreasonable" users of the Local Unlimited offer to reduce their local call usage. If usage continues at an unreasonable level, LOGITEL may (until such time the Customer's usage decreases) suspend and refuse access to the Local Unlimited Offer by that Customer. The Customer will then be charged "standard rates for local calls". LOGITEL currently considers "unreasonable" use to be usage of more than 1000 local calls per month, per line.

In addition, LOGITEL may suspend and refuse a Customer access to the Local Unlimited offer where LOGITEL otherwise reasonably concludes that the Customer's use is unreasonable. An example of "unreasonable" use includes where a Customer is using the service for commercial purposes or is using an automated dialler, back to base dialler or other similar equipment to make local calls. We reserve the right to vary this Fair Play Policy without notice.

Logitel Pty. Ltd.

Credit Application Form Clauses - Consumer Credit

Important Notice To Applicant(s) For Credit (Section 18(E)(1) Privacy Act 1988) Notice of disclosure of your credit information to a credit reporting agency. (Privacy Act 1988) Logitel Pty Ltd

may give information about you to a credit reporting agency, for the following purposes: to obtain a consumer credit report about you, and/or to allow the credit reporting agency to create or maintain a credit information file containing information about you. The information is limited to: Identity particulars - your name, sex, address (and the previous two addresses) date of birth, name of employer, and drivers licence number.

Your application for credit or commercial credit - the fact that you have applied for credit and the amount. The fact that **Logitel Pty Ltd** is a current credit provider to you. Loan repayments which are overdue by more than 60 days, and for which debt collection action has started. Advice that your loan repayments are no longer overdue in respect of any default that has been listed. Information that, in the opinion of **Logitel Pty Ltd** you have committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with your credit obligations). Dishonoured cheques - cheques drawn by you for \$100 or more which have been dishonoured more than once. That credit provided to you by **Logitel Pty Ltd** has been paid or otherwise discharged. **Period to which this understanding applies**

This information may be given before, during or after the provision of credit to you. **Statement By Applicant (s) For Credit** Please read carefully before signing. Where there is more than one applicant, each applicant must sign.

1. Giving information to a Credit Reporting Agency (Section 18E (8) (c) Privacy Act 1988) Pty Ltd has informed me that it may give certain personal information about me to a credit reporting agency.

2. Access to Commercial Credit Information (Section 18L (4) Privacy Act 1988) I/we agree that **Logitel Pty Ltd** may obtain information about me/us from a business which provides information about the commercial credit worthiness of persons for the purpose of assessing my/our application for consumer credit.

3. Access to Consumer Credit Information (Section 18K (1) (b), Privacy Act 1988) I/we agree that **Logitel Pty Ltd** may obtain a consumer credit report containing information about me from a credit reporting agency for the purpose of assessing my/our application for commercial credit.

4. Exchange of Credit Worthiness Information (Section 18N, Privacy Act 1988) I/we agree that **Logitel Pty Ltd** may exchange information with those credit providers named in this application or named in a consumer credit report issued by a credit reporting agency for the following purposes; to assess an application by me/us for credit to notify other credit providers of a default by me/us to exchange information with other credit providers as to the status of this loan where I am in default with other credit providers to assess my/our credit worthiness. I /we understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

5. Agreement to a credit provider being given a consumer credit report by a credit reporting agency to assess a guarantor (Section 18K 1(c) Privacy Act 1988) I/we agree the **Logitel Pty Ltd** may obtain from a credit reporting agency a consumer credit report containing information about me/us for the purpose of assessing whether to accept me/us as a guarantor for credit applied for by, or provided to, the borrower(s) [named in agreement]. I/we agree that this agreement commences from the date of this agreement and continues until the credit covered by the borrower(s) application ceases.

6. Agreement to a credit provider disclosing a report including a consumer credit report to potential or existing guarantor (Section 18K (1) Privacy Act 1988) I/we agree that **Logitel Pty Ltd** may give to a person who is currently a guarantor, or whom I/we indicated is considering becoming a guarantor, a credit report containing information about me/us for the purpose of deciding whether to act as a guarantor, or to keep informed about the guarantee. I/we understand that the information disclosed can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act, and includes a credit report. (Please sign both sections.)

Full Name _____

Signature _____ **Date** _____