

LOGITEL TERMS AND CONDITIONS

Logitel Pty Ltd TERMS AND CONDITIONS

Last Updated: 1st January 2016

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 online application churn) unless you dial an override code on a call by call basis. If you change your address or other billing contact details, you must notify us 14 days prior to any such change. 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. You may request an updated copy of terms and conditions by calling our customer support team at 1300301428 or by sending us an email at customer.support@logitel.com.au or by it can be accessed via www.logitel.com.au . The laws of Victoria and this document govern our agreement and its attachments contain the whole understanding between us.

Terms

- The agreement commences when Logitel accepts your application for nominated service.
- There is no Cooling Period to any of the contracts offered by Logitel.
- 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.
- Logitel can vary any part of the contract with or without customer's consent (Customers will be notified prior to any such change within a time deemed reasonable by Logitel for customer to arrange any alternative supplier if the customer is not in agreement with any such change).
- Logitel may vary a Fixed-Term Agreement even if the variation affects the Customer so long as it complies with the provisions of the Telecommunications Legislation, if the change is required by law;
 - in relation to the cost of international services or roaming;
 - in relation to a fee or charge to account for a tax imposed by law;
 - in relation to a fee or charge for a service ancillary to the supply of the Service provided that if the change affects the Customer, Logitel offers the Customer: a right to cancel the Service without incurring fees or charges other than Accrued Charges.
 - to increase the price of a content or premium service (where the supplier who supplies the content service or premium service to Logitel to allow supply of the Service increases the price they charge Logitel for the content or service).
- Under any circumstances, customer cannot make any changes without a prior consent from Logitel.
- Logitel may refuse to accept the application at its own discretion. Reasons for refusal may not be disclosed to end customer.

User 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.
- You must comply with all laws, regulations and fair usage policy by Logitel.
- You must not use the service to;
 - Break any law related but not limited to intellectual property, copy right, infringement of any person's right.
 - Transmit, transfer or publish anything unlawful, abusive, offensive, indecent or unauthorized
- In case of any breach of contract or anything deemed to be unauthorized. Unlawful, Logitel may (but not obliged to) contact you for immediate rectification/correction of any such activity.

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 \$31.95.
- Customer must pay all fees and charges associated with the plan in advance (including but not limited to, telephone line connection, contract charges, modem charges, postage charges etc.)
- Logitel has the right to debit the nominated account for such charges stated above.
- Logitel may refuse or delay service connection if the charges are not paid in advance.
- Customer is responsible for any dishonour fee charged.

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.
- Invoices will either be sent via e mail or via post (whichever method requested by consumer)
- 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.
- Service usage records are obtained by Logitel from a wholesale supplier. Logitel will make reasonable efforts to supply these records in a timely manner to the Customer
- Due to some unavoidable and uncontrollable reasons, if the usage details are delayed by the supplier, Logitel will make all reasonable efforts to include these applicable usage charges as soon as possible after the relevant billing period.
- Logitel will back bill its customers where the usage from supplier is received after the relevant billing period within 160 days of occurrence of any such usage. No back billing will be done for usage above 160 days after the relevant billing period.
- You may raise a valid billing dispute within 2 months of the date of the disputed invoice.
- In case customer uses third party services (including but not limited to, international roaming, premium text services, premium number dealing, reverse calling etc), Logitel will only be passing the charges on to customer as per pre-described rates.

Payments

- Customer must pay the entire amount invoiced by the due date specified in the payment notification, invoice or as otherwise notified by Logitel.
- Payment options include the following:
 - Credit Card, Direct Debit from a nominated Bank Account (Charges apply)
 - Australia Post (charges apply)
 - BPay (Free of charge)
 - Direct deposit in Logitel's Bank Account (Free of charge).
 - Cheque (Free or charge).
- 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, in the event you do not claim those monies within 3 months, 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.
- In case of failure of payment within or on due date, Logitel may ;
 - Charge a late fee.
 - Suspend or cancel (whichever is applicable) a service until the outstanding money is cleared.
 - Where the service is cancelled due to non-payment, customer will be responsible for all charges associated with reconnection.

- Involve a collection agency to pursue any such payment and charge customer an additional recovery charges on top of actual amount due.
- Take legal actions against customer if all other efforts stated above are exhausted.
- If an account is overpaid, the credit amount will be forwarded to the next billing period.
- Customer can use customer account portal to make payment online using the credit card details.

Financial Hardship Policy

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 counsellor 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 obtaining a detailed copy from the link below;

<http://www.logitel.com.au/files/LogitelFinancialHardshipPolicy29082013.pdf>

By phone;

Hardship Inquiries: 1300 30 1428

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

By mail: 18 – 20 Dandenong Street, DANDENONG VIC 3175.

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.

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.
- 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.

Suspension of Service

Logitel may suspend a service without liability for reasons other than any other reason stated above if;

- through our monitoring process we identify excessive use or unusual call patterns (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.
- 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 (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.
- 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.
 - 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.
 - Logitel has a right to cancel/terminate any suspended service if the matter is not resolved or rectification of above mentioned problems is not made within five working days by the customer. All charges related to reconnections are be paid by the customer and Logitel will have no liability in any such case.
 - 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.

- Regardless of circumstances of the suspension, you will still be liable to pay by the due date all charges including the charges arising during the suspension.

Cancellation

- You may cancel your service with Logitel by giving 30 days prior notice 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, (\$100.00 for 12 months and \$165 for 24 months contract). Termination charges apply on cancelling a service under contract due to change of address or for change of number at the same address. 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.
- If Logitel has breached any part of the contract, by giving a notice for remedy of any such breach within 30 days. In case Logitel fails to rectify the breach, customer can cancel contract without any exit fee.
- A cancelled service will be liable for the payment for the month in full in which it is cancelled (unless otherwise agreed by Logitel prior to cancellation).

Transfer of Service to Logitel

By transferring to LOGITEL by signing our Agreement or applying via online application form, 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 Other Provider

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. You are liable to inform Logitel for any such transfer to avoid any charges related to a non-cancelled service. 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

1. All contracts are based on the residential address. Moving/relocating any service from one address to other or changing the service number linked to current service will cause the termination of previous contract.
2. All costs (including the connection costs) related to PSTN line connected by Logitel for DSL will need to be paid in case the DSL is rejected by supplier for non-availability of ports or high data transmission to the premises.
3. No refund will be made if the DSL service is not available to the address where the line is connected.

12 Months contract	Cancellation Fee \$100
24 Months contract	Cancellation Fee \$165

	12 Months contract	24 Months contract	No Contract
Installation Fee	\$69 on all networks	\$0	\$129 on Telstra, \$99 on all other networks
Transfer Fee	\$69 on all networks	\$0	\$129 on Telstra, \$99 on all other networks

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.

Logitel does not guarantee any streaming service using by any third party equipment or website.

Minimum guaranteed speed is 1.5 MBps for all connection on all networks.

Where applicable, Off-peak time is between 1 am and 9 am AEST. On-peak time is between 9 am and 1am AEST. Peak time is subject to change and we will take every step to inform you about any such change via e mail or sms or both.

Connection speed for ADSL will be shaped to 128 kbps (depending on the plan) when you exceed your download limits during both on-peak and off peak. Where applicable, customers will be charged an excess fee of \$.50 per GB.

Premium Services (Including 1900 Adult Services)

We are unable to apply a restriction on access to premium services such as 1900, 190 etc numbers on Optus mobile due to restrictions from Optus. We however will inform you when there is such usage.

For all other services, we may restrict the service on the request of user. After the restriction, 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 your 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.

Faults Reporting and 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
Urban Area	Areas with population greater than 10,000	One(1) Business Day
Major Rural	Areas with population between 2,500 and 10,000	Two(2) Business Days
Minor Rural	Areas with population between 200 and 2,500 but not within Telstra's Extended Charging Zones	Two(2) Business Days
Remote	Areas with population less than 2,000 people or areas included in a Telstra Extended Charging Zone	Three(3) Business Days

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.

Use of Over-Ride Code

The account holder is liable for all calls made utilising the 1414 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.

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.

All costs (including the connection costs) related to PSTN line connected by Logitel for DSL will need to be paid in case the DSL is rejected by supplier for non-availability of ports or high data transmission to the premises. No refund will be made if the DSL service is not available to the address where the line is connected.

Connection(If Technician Required)	\$129.00
Connection(InPlace)	\$59.00
Additional Line	\$299.00
Simultaneous Line Connections	\$181.00
Additional Fee charged by Technician	As per time spent by tech for the time

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.

Details of Charges

Number Change	\$59
Copy of Bill	Paper Bill charges apply
Paper Bill	\$2.80 per invoice
Aust Post	\$2.50 per payment
Direct Debit / Credit Card Fee	\$1.10 per payment transaction
Big Button Multi-Line Phone	\$3.50
Calling Number Display	\$7.60 per month
Message Bank	\$7.80
ACT Govt. Utilities	\$3.60 per month
Late Fee	\$15 per month
Failed Payment Fee	\$10 per failed transaction
Local Number Portability Fee	\$15
Change of Ownership Fee	\$59
Incorrect Call Out Fee (DSL)	\$220 + any additional time spent by Technician on the premises (charged in blocks of 15 minutes)
Incorrect Call Out Fee (Land Line)	\$129 + any additional time spent by Technician on the premises (charged in blocks of 15 minutes)

This is the summary of main charges that may be charged to a customer. For all other charges appearing on your invoice, please call us on 1300 301428 for assistance.

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.

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.

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 Logitel has responsibilities and obligations under the law, including;

- the Telecommunications Legislation;
- the Competition and Consumer Act; and
- applicable laws, regulations and codes.

Logitel may be liable for;

- interruptions in the Customer's use of the Service as a result of a fault or negligence of Logitel or Logitel's personnel, to the extent of a refund or rebate for the period of the interruption and compensation for any reasonable loss incurred as stated in the Agreement and where required by law

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 to accident(s), weather conditions, delay or failure or default by another telecommunications service provider.

Fair Use Policy

Logitel unmetered plans are based on the assumption that the service will be used for residential purposes only. Any usage pattern deemed to be for commercial purposes (based on average download pattern calculated by Logitel) will be considered as breach of our fair usage policy. Unlike other companies Logitel is not tough but unusual download pattern may affect the usage of other customers on Logitel network. To ensure that all residential customers have smooth flow of service, Logitel will send you two requests via e mail or post or both. First notice will include a request to reduce the usage followed by a second notice to churn the service away if you are unable to control the download pattern. Continuous behaviour after 5 days of the second such notice will cause termination of your service and no compensation will be paid by Logitel.

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.

Customer Service Guarantee Waiver

You will see that Part 5 of the Telecommunications (Customer Service Guarantee) Standard 2000 (no 2) allows Logitel to propose that you waive the protections and rights provided under the Customer Service Guarantee (CSG). You are not obliged to agree to the waiver but if you do not do so then Logitel is unable to offer you these services. Logitel is offering significantly lower call costs for the included telephone service, but is only able to do so on the basis that it is not required to meet the performance standards set out in the Customer Service Guarantee.

In agreeing to this document you agree to waive your protections and rights under the CSG. For Logitel to offer the low costs set out for these services it requires that all customers who apply for these services waive their rights under, and in respect of, the CSG.

Specifically, the CSG protections and rights you are waiving are:

1. The provision of written information

The CSG requires carriage service providers to, at least every two years, given written information to each customer about:

- the performance standards that apply to supply of specified services
- The obligations of the provider under these standards
- The customer’s entitlements to damages under the Act for contravention of the performance standards; and
- On request, provide information to the customer about a performance standard.

2. Guarantee maximum connection periods

The CSG prescribes maximum timeframes within which connection to services should occur.

3. Guaranteed maximum rectification periods

The CSG prescribes maximum timeframes within which rectification of service faults should occur

4. Making and changing appointments

The CSG requires carriage service providers to:

- make appointments with customers at times that are convenient for the customer
- make appointments with customers that are either for a particular time of the day or to nominate a five hour period during which the appointment will occur
- change appointments by giving at least 24 hours’ notice or by obtaining the agreement of the customer to the change.

If you so waive the Customer Service Guarantee you will not be able to claim compensation from Logitel for its failure to meet the prescribed performance standards.

This waiver will take effect seven days from the date of you agreeing to it unless you notify Logitel that you no longer wish to waive your rights under the CSG. If you do so notify Logitel then Logitel will not provide the services to you.

5. Your rights to compensation under the CSG Standard shown in the snapshot below is waived, where the waiver proposal is accepted by you.

The ACMA CSG FAQ is located here http://www.acma.gov.au/WEB/STANDARD/pc=PC_1782

Snapshot of compensation

http://www.acma.gov.au/WEB/STANDARD/pc=PC_1782#compo

Customer	Services delayed	Compensation for first 5 working days (per working day)	Compensation after first 5 working days (per working day)
	Connection or repair of standard telephone service	\$14.52	\$48.40
Residential/charity	Connection or repair of enhanced call handling features to an existing service	\$7.26	\$24.20
		\$14.52	\$48.40

	Connection or repair of two or more enhanced call handling features to an existing service	\$14.52 for each missed appointment	
	Not keeping an appointment		
	Connection or repair of standard telephone service	\$24.20	
Business	Connection or repair of enhanced call handling features to an existing service	\$12.10	\$48.40
	Connection or repair of two or more enhanced call handling features to an existing service	\$24.20 2	\$24.20
	Not keeping an appointment	\$24.20 for each missed appointment	\$48.40

6. Name and Address of the carriage service provider making the waiver proposal

Logitel Pty Ltd

Level 2

18-20 Dandenong St

Dandenong South VIC 3175

Phone: 1300 30 1428

Facsimile: 1300 97 57 49

E-mail: provisioning@logitel.com.au

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** _____