

PennyTel Australia Pty Ltd ABN 12 166 566 632
Summary of General Terms

Important Customer Information: Your Rights and Obligations

For copies of the General Terms, Service Descriptions and Critical Information Summaries and for information, go to

<https://www.pennytel.com.au/regulatory-compliance>

or contact our customer service team on:

Tel 1300 112 888

Email: support@pennytel.com

The General Terms are our standard terms and conditions if you acquire a product or service for the primary purpose of personal, domestic or household use. They also apply if you are a business or non-profit organisation and acquire a product or service for business use (or other use which is not personal, domestic or household use) and your annual spend with us is less than \$20,000, and you did not have an opportunity to negotiate the contract terms with us. They do not apply if you acquire products and services for resale.

The General Terms form part of the standard form of agreement between you and us. The agreement ('agreement') is made up of the General Terms, the Service Description relevant to the service, the Critical Information Summary relevant to the plan, and your order. The General Terms apply to all our goods and services. The Service Description and Critical Information Summary describe the service and its limitations, restrictions and qualifications (if any) and set out the terms and conditions specific to the service.

This document is a summary intended to give you important information about your rights and obligations. An up to date copy of the agreement (General Terms, Service Descriptions and Critical Information Summaries) is available from our website or by contacting our customer service team. For help to read this document or the agreement, contact our customer service team, the National Relay Service on 133 677 or the Translating and Interpreting Service on 131 450.

Charges

Charges are set out in your order, the relevant Critical Information Summary and the Standard Fee Table on our website. Typically there are monthly recurring charges (billed in advance) and usage based charges (billed in arrears) for each Service. Usage based charges may differ according to peak or off peak times of day, the type of call (voice or SMS), and the number being called (local/national, mobile, international) or other factors. Depending on the type of service and plan and options you select, there may also be one off setup or installation charges and charges such as for

phone number leasing or directory listing, which may be payable in advance. Equipment and delivery charges are set out in your order. You may incur charges for additional services if you request them, and for fault repair or support services and equipment repair or replacement if required as a result of your equipment or other items or services which are your responsibility, if you fail to return equipment we loan or rent to you, or as a result of your negligence, fraud or breach. You may incur additional charges (including a break fee) if we agree to your request to change the service (eg upgrade, downgrade or relocation). We may charge you a call out fee if you fail to provide access as we reasonably request. Recurring charges accrue from the start date of the service as defined and continue until the service is cancelled. Usage based charges are payable for all use of the Service, even if you have not authorised the use, because it is your responsibility to keep the means of access to your service secure. You must pay any minimum monthly Charge stated in the Critical Information Summary even if you have not incurred the services related to those Charges.

Billing

We send a bill monthly by email, fax or post (at our option). If we send your bill by email, and you ask for a paper copy, we may charge you a paper invoice fee. We try to include all charges for the current billing period on the bill but some charges may not appear until up to 160 days after the date you incurred the charge. We may ask you to make interim payments at other times if there is unusually high usage on your account, to maintain your account within an approved credit limit or if we are concerned about your ability to pay. You can pay a bill typically by credit card, BPay, or direct debit. You can arrange for automatic payments to be made from your credit card or by direct debit from your bank account. A credit card fee may apply for payments by credit card and a dishonour fee applies if your payment is dishonoured. If you do not pay a bill by the due date, we may charge you a late payment fee and our reasonable costs of recovering payment, including debt recovery agent and legal costs. If you do not pay a bill by the due date, we may also withdraw any discounts and exercise a general lien over any of your equipment in our possession, and we may be entitled to suspend or cancel the service. A billing dispute must be lodged with us with appropriate detail before the due date and undisputed amounts must be paid by the due date.

Security deposit

As a condition of our acceptance of your order, or if we have reason to be concerned about your ability to pay at any time, we may ask you to provide a security (cash deposit or bank guarantee), or to increase any security previously provided.

Contract period

For a service with a month to month term, the minimum term of contract is one calendar month and

the service continues month to month until cancelled. For a service with a fixed contract period, the minimum term of contract is the fixed contract period specified in your order and unless you or we cancel it giving notice 30 days before expiry of that period, the service continues month to month until cancelled.

Your rights to cancel the service

To cancel a service you must give us written notice within certain notice periods. Failure to pay charges does not automatically cancel the Service and charges continue to be incurred until the Service is cancelled. You can cancel the service if the law gives you a right to cancel which cannot be excluded. You can cancel a service at any time before we give you notice of service connection by giving us written notice and you must pay our reasonable charges for preparing to supply the service and third party costs we incurred. You can cancel the service at any time after we give you notice of service connection by giving us written notice 30 days' before the end of a billing period. You can cancel the service if we have breached the agreement and failed to rectify the breach within 30 days of receiving your notice about it.

If you cancel a service within a fixed contract period, you must pay a break fee, calculated by multiplying the minimum monthly charge by the number of months remaining in the fixed contract period (months remaining x minimum monthly charge) unless stated otherwise in the Critical Information Summary. The break fee does not apply if you cancel because of our breach or if the law does not allow it. If the service is cancelled for any reason you must pay the balance of our standard retail price for any equipment purchased and all charges related to the service. If you cancel because of our breach, or if the law requires, instead of paying for the equipment, you may choose to return it to us.

Generally we do not refund any amounts paid in advance or prepaid, but you may be entitled to a refund where you have cancelled because of our breach or because of a change to the agreement, if required by law or where we have cancelled without customer cause.

Our rights to cancel, suspend, restrict the service

We can cancel the service before we connect it by giving you notice if for technical or other reasons we will be unable to connect it within a reasonable time and in this case, we will refund any amounts you have paid us after you have returned or paid for any equipment ordered. We can cancel a service with no fixed contract period, or where the fixed contract period has expired, at any time by giving you 30 days' notice. We can cancel a service with a fixed contract period by giving you notice 30 days before expiry of the fixed contract period.

We can cancel or suspend the service immediately without notice if you fail to pay charges by the due date

and we assess that you present an unacceptably high credit risk or we reasonably suspect fraud or attempted fraud. Otherwise, we can only cancel or suspend the service for your failure to pay after we have given you 5 working days' notice that the amount is overdue and that the Service may be disconnected, suspended or restricted if you fail to pay within that 5 day period.

We can restrict the service immediately and without notice if you have a prepaid service and your account balance falls below the required minimum balance.

We can cancel or suspend the service if you breach the agreement, if we reasonably believe there has been fraud, or other illegal conduct, if you fail to give us access, authority or information as we reasonably require, if you fail to use the service as permitted, if you fail to provide financial security, if you become bankrupt, insolvent or similar, if you vacate the premises or if you die. We can cancel or suspend the service if you withdraw any waiver you have given related to the Customer Service Guarantee. We can also cancel or suspend the service after first notifying you if your month to month service is unused for at least 6 months and your account balance is zero or negative, if you are using a service for a purpose other than that intended (as specified in the Critical Information Summary) and you do not change to a more suitable service when we ask you, or if we consider that you are using the service as a carrier or carriage service provider.

We can cancel or suspend the service if required by law or if we cannot supply the service because of an event outside our reasonable control, because our supplier ceases to supply to us, for maintenance or other operational reasons, for other reasons related to security of the service and network, safety and emergency.

In some cases we must give you notice beforehand but there are also situations when we can cancel or suspend the service without notice.

If we cancel the service for any reason you must pay the balance of our standard retail price for any equipment purchased and, if cancelled after we give you notice of service connection, all charges for the service. If we cancel the service within a fixed contract period, because of your non-payment or other customer default, you may also have to pay a break fee, calculated as above. If we cancel because of your default before we give you notice of service connection, you must pay our reasonable charges and all third party costs incurred in preparing to connect the service. If we agree to reconnect the service after suspension or cancellation you may incur a reconnection fee.

Changes to agreement

We can change the agreement at any time and without giving you notice in a way which benefits you or has a neutral impact on you. If the change is necessary for

security or technical reasons or required by law we will try, but do not have, to give you notice of the change. We can vary any charge and introduce any new charge at any time and without giving you notice for international rates or other variable charges or incidental charges such as credit card fees, also to reflect an increase in our costs of supplying the service resulting from a regulatory decision or a change in tax laws and in these last two cases we will try, but do not have, to give you notice of the change beforehand.

Apart from the changes described above, we can make a change to the agreement which we reasonably expect to adversely affect you by giving you reasonable notice of the change. If you have an agreement with a fixed contract period (not month to month) and you can demonstrate that the change we notified is likely to have more than a minor detrimental impact on you during the fixed contract period, you can terminate the agreement by giving us notice 15 days before the change of agreement takes effect. You will not incur any cancellation fee but you must pay other equipment and services charges.

You can only change the agreement if we agree, and you may incur additional or revised charges (including break fee for a change to a service with fixed contract period), and impact provisioning times, quality of service and interruptions to the service.

Equipment

You are responsible for equipment you use with the service, unless we agree otherwise in writing. You have specific obligations about equipment you use with the service. If you purchase equipment from us, your ownership commences when you have paid for it in full but you are responsible for loss or damage and for installation, maintenance and upgrades from the time of delivery to you. If a warranty applies to the equipment you purchase from us details will be on our website. If we loan or rent equipment to you, or agree to extended payment terms for your purchase of equipment, you have specific obligations about that equipment, including helping us protect our security interest in that equipment.

Your rights and remedies

The only terms and conditions which apply to our supply of goods and services to you are those set out in the agreement and any rights you have at law which cannot be excluded. We have obligations under Australian Consumer Law which may apply and where the law permits, we limit our liability for breach to replacing or repairing equipment, resupplying the services or paying the cost of replacement, repair or resupply, only if it is fair and reasonable to do so. For an interruption or delay to the service, as a result of our fault or negligence, you can ask us to credit the recurring charges for the period of the interruption or delay unless we have an obligation under a service level to credit you a rebate or credit in which case you can ask us to credit that amount, and we limit our

liability to you to that amount. If the law requires, we will also pay you compensation for any reasonably foreseeable loss you suffer as a result. We are not liable for any loss you suffer to the extent that you or your equipment cause or contribute to the loss, or to the extent caused by you failing to take reasonable steps to reduce or avoid the loss. We are not liable to you for consequential loss (except if required by law), for delay or failure due to circumstances outside our reasonable control, or for any other kind of liability, and we limit our total liability (except for direct loss for tangible property damage, and for death or personal injury) to the amount you paid for the service during the minimum contracted term, but only if the law allows.

Your liability obligations

You are liable to us for your breach of agreement or negligence according to general legal principles, but not to the extent we cause or contribute to the loss or to the extent caused by our equipment or network or our failure to take reasonable steps to reduce or avoid the loss. You must pay us for any loss or claim we suffer in connection with use of the service, or equipment used in connection with the service, arising from negligence, fraud or breach of the Agreement by you, your employees, agents or contractors or anyone authorised by any of them, and any third party claim arising from inaccurate or incomplete information or improper authorisation provided to us or our contractors by you, your employees, agents or contractors in connection with the Service. Except for the amount you may have to pay us as above, you are not liable to us for consequential loss. You are not liable for any delay or failure due to circumstances outside your reasonable control. If the customer is more than one person, each of you is jointly and individually responsible for the charges and other obligations relating to the service.

Complaints

We handle complaints as set out in our Complaint Handling Process available from our website, or our customer service team. If you are not satisfied with the outcome of your complaint, you may be able to take it to the Telecommunications Industry Ombudsman (TIO) or the Department of Consumer Affairs or Fair Trading in your state or territory.

Fault reporting

You can report a service fault by contacting our customer service team. Before you report a fault, you must try to ensure that it is in the service we supply or equipment we have loaned or rented to you, and that the fault is not in equipment or a service of your own or that you receive from another supplier. You must also help us to investigate and repair faults, including providing safe access to your premises. If we are responsible for the fault, we will take reasonable steps to restore the service as soon as we can. If there is a fault involving your equipment, software, services, or infrastructure or any supplied to you by another

supplier, you are responsible for investigating and repairing the fault and we may charge you if you ask us to provide services.

Customer Service Guarantee

For standard telephone services, where you have up to 5 lines or customer equipment with up to 5 lines, the law sets minimum performance standards that a phone company must meet, called the Customer Service Guarantee (CSG). If a standard is not met, a customer may be eligible for compensation. As permitted under the CSG, we may offer any service which could be considered a standard telephone service on condition that you waive your rights and protections under the CSG. You do not have to agree, but we may choose not to supply the service if you do not.

Personal information

We collect, use and disclose your personal information as set out in our privacy policy published on our website, and as disclosed to you when we collect information from you. If you do not provide personal information which we reasonably require, we may choose not to supply, or to cancel or suspend supply of the Service to you, or to limit or not to provide credit terms to you. You may ask us only to send you communications about your account, the Agreement or as required by law, and not to send communications which market our services or Special Offers. You can access and update the personal information we hold about you. Please see our privacy policy for information about this.

Other important matters

Customer eligibility criteria may apply to the service, as specified in the relevant Service Description or Critical Information Summary and by ordering the service you represent and warrant that you meet those criteria. Important limitations, restrictions and qualifications may apply to the service as specified in the Service Description or Critical Information Summary. You authorise us to undertake any work and order any equipment, and appoint us your agent to deal with other network suppliers, as required to supply the service and you agree to comply with any conditions and your obligations (if any) stated in the agreement.

All orders are subject to our acceptance and we can carry out a credit check in relation to your order. We will connect the service and deliver equipment within a reasonable time of accepting your order and receiving your initial payment and after expiry of the cooling off period (if any). We do not guarantee that we can connect every service and we may cancel the service if we cannot connect it within a reasonable time. Any timeframes we give you for connection and delivery, and for fault repair, are estimates only, not guarantees, except if the law requires otherwise.

We will supply the service using due care and skill but given the technology, and subject to our legal obligations, we do not guarantee voice quality or data

download speeds or other quality of service of a particular standard, or continuous access to the service at all times, or that the service will be fault free or uninterrupted or in the case of data services that material will be sent or received correctly.

You are responsible for all use of the service including material that you transmit or publish using the service and for all risks associated with your activities when you use the service. You have specific obligations about using the service, including keeping the means of access to the service secure from unauthorised access, complying with the law and other obligations. You must comply with our acceptable use policy on our website and our fair use policy (if any) as stated in the Critical Information Summary. We may intercept communications and provide call related information to government authorities as required by law, monitor the usage of the service and communications sent over it for compliance with the agreement and to protect our network and its other users (but we are not obliged to do so). We can take action as necessary if you are not complying with your use obligations and to ensure our compliance with any law, relevant industry code of practice, court order, or notification or direction from authorities. We may implement the traffic management measures set out in our acceptable use policy.

We do not provide a priority assistance service for life threatening medical conditions.