

**APPLICATION / AGREEMENT EXECUTION
ACTIV8ME SATPHONE
CLIENT**



AGENT:	<input style="width:95%;" type="text"/>	GEM ID	<input style="width:95%;" type="text"/>	Fax No.	<input style="width:95%;" type="text"/>
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APPLICANT*
Insert the COMPLETE name of Applicant or Applicant Legal Entity

RESIDENTIAL1 /DIRECTOR1 / OWNER 1

FULL NAME

RESIDENTIAL ADDRESS

PREVIOUS HOME ADDRESS IF LESS THAN 25 MONTHS IN CURRENT

HOME PHONE	<input style="width:95%;" type="text"/>	HOME ZONE	<input style="width:95%;" type="text"/>	DRIVERS LICENCE NO	<input style="width:95%;" type="text"/>	DoB	<input style="width:95%;" type="text"/>
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EMAIL ADDRESS **MOBILE NUMBER**

Please tick **I WISH TO RECEIVE CORRESPONDENCE INCLUDING INVOICES BY POST (A \$2/ PER MONTH CHARGE WILL BE MADE TO SEND INVOICES BY PREPAID POST.)**

POSTAL ADDRESS **FAX NUMBER**

SELF EMPLOYED, YES OR NO ANSWER YES OR NO TO THE FOLLOWING IF APPLICABLE **FULL TIME** **PART TIME** **CASUAL** **UNEMPLOYED**

EMPLOYER/ TRADING NAME **ABN**

POSITION HELD **NO. OF YEARS** **PHONE NO.**

EMPLOYER ADDRESS

SUBURB **STATE** **POSTCODE** **GST EXEMPT?**

By signing here, the Applicant has read, understood and agrees to the Terms and Conditions set out in Part 1 and binds the applicant to the contract

For and on behalf of the Applicant:(DIRECTOR/S OR PARTNER/S OR SOLE PROPRIETOR)

NAME	POSITION	SIGN HERE	DATE
<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>		

By signing this application you agree your application for service is subject to the terms & conditions supplied with this contract. You acknowledge that you have read and understood the information on the back of this form including about Activ8me's handling of information about you (Personal Information.) You also give Activ8me your consent to obtain and use credit information about you, including information about your consumer credit history (eg. household and personal financing) and if applicable, your commercial credit history (eg. as a sole trader.) You declare that the information you have given on this application is true and accurate to the best of your knowledge.

**** Please note Satellite service is not guaranteed in any location while in coverage area****

PROOF OF IDENTIFICATION

Please provide a minimum of a 100 points of ID. To ensure your Activ8me SatPhone order is secure, you will need to provide clear photocopies of the proof of identification with your application.

<input checked="" type="checkbox"/> Current Australian Drivers Licence 90	<input type="checkbox"/>	<input checked="" type="checkbox"/> Current Bank Credit Card 40	<input type="checkbox"/>
<input type="checkbox"/> Current Australian Passport 90	<input type="checkbox"/>	<input type="checkbox"/> Current Store Credit Card 40	<input type="checkbox"/>
<input type="checkbox"/> Current Overseas Passport 50	<input type="checkbox"/>	<input type="checkbox"/> Current Medicare Card 40	<input type="checkbox"/>
<input type="checkbox"/> Current Photo Credit Card 50	<input type="checkbox"/>	<input type="checkbox"/> Current EFTPOS Card 25	<input type="checkbox"/>

OFFICE USE ONLY

PART A - APPLICATION DETAILS

ALL USERS TO COMPLETE

CREDIT INFORMATION

EXECUTION PANEL

ID PANEL

**APPLICATION / AGREEMENT EXECUTION
ACTIV8ME SATPHONE
CLIENT**



PHONE PLANS - (Please Tick One Handset Option and One Plan Option)

	PAYMENT REQUIRED AFTER 85% SUBSIDY	PAYMENT REQUIRED AFTER 50% SUBSIDY	PAYMENT REQUIRED WITH NO SUBSIDY
THURAYA SO-2510 SATELLITE ONLY + GPS PHONE	\$165 outright OR	\$548 outright OR	\$1095 outright OR
	\$0 upfront and \$8/mth*	\$0 upfront and \$25/mth*	\$548 upfront and \$25/mth*

* Handset repayment option only available on 24 month plans

SO-2510 - Satellite only handset plans for 014 numbers (incl GST)					
Plan Name (Please tick next selected plan)	Activ8me Satphone Month to Month	Activ8me Satphone 12 Month Plan	Activ8me Satphone 24 Month Plan	Activ8me Satphone Business Plan	
Monthly Access Fee	\$55.00	\$45.00	\$35.00	\$80.00	
Included calls (Satellite or GSM)	\$10.00	\$10.00	\$10.00	\$80.00	
Contract Term (months)	0	12	24	24	
Activation fee	nil	nil	nil	nil	
SATELLITE MODE call charges					
National Calls†			\$0.75		
Flagfall			\$0.40		
SMS			\$0.50		
Voicemail - Deposit or retrieval†			\$0.75		
International Calls†			\$3.00		
Activ8me Satphone to Activ8me Satphone†			\$0.75		
† (per 30 seconds)					

	PAYMENT REQUIRED AFTER 85% SUBSIDY	PAYMENT REQUIRED AFTER 50% SUBSIDY	PAYMENT REQUIRED WITH NO SUBSIDY
THURAYA SG-2520 SATELLITE / TRIBAND GSM + GPS PHONE	\$695 outright OR	\$995 outright OR	\$1695 outright OR
	\$0 upfront and \$33/mth*	\$0 upfront and \$45/mth*	\$995 upfront and \$45/mth*

* Handset repayment option only available on 24 month plans

SG-2520 - DUAL MODE HANDSET PLANS for 014 numbers (incl GST)					
Plan Name (Please tick next selected plan)	Activ8me Satphone Dual Month to Month	Activ8me Satphone 12 Month Plan	Activ8me Satphone 24 Month Plan	Activ8me Satphone Business Plan	Activ8me Satphone Cap Plan
Monthly Access Fee	\$75.00	\$65.00	\$55.00	\$100.00	\$95.00
Included calls (Satellite or GSM)	\$10.00	\$10.00	\$10.00	\$80.00	^
Contract Term (months)	0	12	24	24	24
Activation fee	nil	nil	nil	nil	nil
SATELLITE MODE call charges					
National Calls†			\$0.75		
Flagfall			\$0.40		
SMS			\$0.50		
Voicemail - Deposit or retrieval†			\$0.75		
Activ8me Satphone to Activ8me Satphone†			\$0.75		
† (per 30 seconds),					
GSM MODE call charges					
Monthly GSM Included Calls		\$0			\$300
National Call Charge (per 30 seconds)		\$0.30			\$0.35
Flagfall for National Voice Calls		\$0.25			\$0.50
National SMS		\$0.30			
^ Included GSM calls only					

PHONE DETAILS

Have you applied for the government subsidy using our Dealer Registration? Yes No

What is the Government subsidy you are eligible for, 50% or 85%?

What is your approval number?

What is the Date of your approval?

Do you require Voicemail? Yes No

Please note the approval is only valid for 3 months

Call hold/call waiting required? Yes No

Preferred Networking Home State

ACTIV8ME PRICING

PHONE ACCESSORIES

PHONE ACCESSORIES - Please tick next to each item you wish to purchase

		<input checked="" type="checkbox"/>
Activ8me Satphone Car Charger	\$49.95	<input type="checkbox"/>
Activ8me Satphone Leather Case SO-2510 Clip	\$39.95	<input type="checkbox"/>
Activ8me Satphone Leather Case SG-2520 Clip	\$39.95	<input type="checkbox"/>
Activ8me Satphone Bundled Handsfree Car Kit SO-2510 Plus Antenna Active	\$2,123.50	<input type="checkbox"/>
Activ8me Satphone Bundled Handsfree Car Kit SG-2520 Plus Antenna Active	\$2,233.50	<input type="checkbox"/>
Activ8me Satphone Antenna ACTIVE HEMI ONMNI	\$654.50	<input type="checkbox"/>
Activ8me Satphone Antenna PASSIVE HEMI ONMNI	\$605.00	<input type="checkbox"/>
Activ8me Satphone Maritime Antenna	\$2,200.00	<input type="checkbox"/>
Activ8me Satphone Flat Panel Antenna	\$544.50	<input type="checkbox"/>
Activ8me Satphone 3 meter Antenna Cable	\$89.95	<input type="checkbox"/>
Activ8me Slim Line Battery for SO-2510 and SG-2520	\$69.95	<input type="checkbox"/>
Activ8me Satphone 3 meter Antenna Cable Handsfree Car Kit - Antenna	\$149.00	<input type="checkbox"/>
Activ8me Indoor Enabler - FDU-3500	\$1,399.00	<input type="checkbox"/>
Activ8me Office Fixed Docking Unit (Thuraya SO-2510)	\$899.00	<input type="checkbox"/>
Activ8me SAT-Docker Vehicle Docking Adaptor (Thuraya SO-2510)	\$899.00	<input type="checkbox"/>
Activ8me Satphone Antenna Mag Mount	\$99.95	<input type="checkbox"/>
Activ8me Flat Panel Antenna with IP	\$949.00	<input type="checkbox"/>
Activ8me Satphone Custom Antenna Cable	\$	<input type="checkbox"/>
	TOTAL: \$	<input type="text"/>

Please note, you will be debited the full amount of all purchased accessories along with the handset as an upfront payment prior to equipment being despatched. A \$15.00 will be applied to your account for registered postage/freight.

PART C - DIRECT DEBIT AUTHORISATION

AUSTRALIAN PRIVATE NETWORKS DIRECT DEBIT USER ID 260018 AUTHORISATION FORM
AUSTRALIAN PRIVATE NETWORKS Ltd ABN 27 103 009 552

TRADING NAME:

I / WE REQUEST THAT MONIES DUE IN TERMS OF THE PAYMENT ARRANGEMENTS COVERED BY THIS DOCUMENT
BE DRAWN UNDER THE DIRECT DEBIT SYSTEM FROM MY / OUR ACCOUNT CONDUCTED WITH

APPLICANT'S FINANCIAL INSTITUTION	<input type="text"/>		
ADDRESS OF FINANCIAL INSTITUTION	<input type="text"/>		
BRANCH NO (BSB)	<input type="text"/>		(ALWAYS 6 NUMBERS)
ACCOUNT NUMBER	<input type="text"/>		
APPLICANT'S ACCOUNT NAME	<input type="text"/>		

I / WE ACKNOWLEDGE THAT THIS DIRECT DEBIT ARRANGEMENT IS GOVERNED BY THE TERMS OF THE CLIENT SERVICES AGREEMENT. DEBITS WILL OCCUR AS PER THE APPLICANT AGREEMENT

FOR AND ON BEHALF OF

sign here
↓

1ST AUTHORISED SIGNATORY

NAME	POSITION	SIGN HERE	DATE
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2ND AUTHORISED SIGNATORY (IF APPLICABLE)

NAME	POSITION	SIGN HERE	DATE
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I/We request that monies due in terms of the pre-payment arrangement covered by this document be drawn under my credit card as per the details below:

Name on Card	<input type="text"/>	Card Type	<input type="text"/>
Credit Card Number	<input type="text"/>	Expiry	<input type="text"/>
Verification Code	<input type="text"/>	Signature	<input type="text"/>

Please note that we cannot accept AMEX or Diners cards

If paying by credit card, please note that an Administrative Surcharge of 5% may apply

Our Commitment to you. Drawing arrangements:

Upon receipt of your signed Application Form we will commence your Australian Private Networks Pty Ltd drawing arrangements on your account, details of which you have provided, 7 days after invoicing for the service, and will continue on this date, monthly thereafter for the duration of the contract as set out in Part B. Where the due date falls on a non business day for all future drawings under the Client Services Agreement, we will draw the amount on the next business day. You agree that we may debit from the account specified in the Direct Debit Authorisation each Repayment on the Relevant Repayment Date; and such other amounts at such other times as authorised by you from time to time in accordance with the terms of the Agreement. We reserve the right to cancel the Australian Private Networks Pty Ltd drawing arrangements if three or more drawings are returned unpaid by your nominated Financial Institution and to arrange with you an alternate payment method. We will keep all information pertaining to your nominated account at the Financial Institution, private and confidential.

Your Rights:

You may terminate the Australian Private Networks Pty Ltd drawing arrangements at any time by giving written notice to us. Such notice should be received by us at least 30 days prior to the due date. You may stop payment of a drawing under the Australian Private Networks Pty Ltd drawing arrangements by giving written notice to us. Such notice should be received by us at least 30 days prior to the due date. You may request a change to the drawing amount by varying your original agreement, but the frequency of Australian Private Networks Pty Ltd drawings will remain monthly as per the terms and conditions. Where you consider that a drawing has been initiated incorrectly (outside the Australian Private Networks Pty Ltd drawing arrangements) you should take the matter up directly with us.

Your Commitment to us, Your Responsibilities:

It is your responsibility to ensure that sufficient funds are available in the nominated account to meet a drawing on its due date. It is your responsibility to ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by the Financial Institution where the account is based. It is your responsibility to advise us if the account nominated by you to receive the Australian Private Networks Pty Ltd drawings is transferred or closed. It is your responsibility to arrange with us a suitable alternate payment method if the Australian Private Networks Pty Ltd drawing arrangements are cancelled either by yourselves or the nominated Financial Institution.

For further information about your direct debit agreement with us, please refer to the direct debit schedule at www.activ8me.net.au

Applicant Bank Account Details - Payment Option 1

Payment Option 2
Credit Card Payment - Option 2

FOR GOVERNMENT SATELLITE HANDSET SUBSIDY SCHEME APPLICANTS ONLY

SALE DETAILS

Satellite Mobile Phone Service:	<input checked="" type="checkbox"/> Thuraya
Type of Phone Purchased:	<input type="text"/>
Retail Purchase Price of the Phone:	\$ <input type="text"/>
Contract Plan Amount per Month:	\$ <input type="text"/>
Term of Contract:	<input type="text"/>
Serial Number:	<input type="text"/>
Phone Number Allocated:	<input type="text"/>

DECLARATION (APPROVED PURCHASER:)

I acknowledge receipt of the full benefit of the subsidy via the reduction in cost of the satellite mobile phone purchased in this transaction:

Approved Purchaser's signature and date:

FOR OFFICE USE ONLY

Name of Dealer	Australian Private Networks Pty Ltd
Dealer Registration No.	D01215
Dealer Branch/Town	West Heidelberg
Contact Name	Mr Hitesh Parekh
Address of Dealer	5 Helen Street, West Heidelberg, VIC 3081
Business Phone	03 9450 4659
Business Fax	03 9457 4469
Business email	Hitesh.Parekh@apn.net.au

FOR GOVERNMENT SATELLITE HANDSET SUBSIDY SCHEME APPLICANTS ONLY

FOR ACTIV8ME SATPHONE REBATE APPLICANTS ONLY

ACTIV8ME SATPHONE REBATE DECLARATION

By sending in your eligible satellite phone, you are applying for the Activ8me SatPhone Rebate. To receive the rebate, your old satellite phone must be received by us and in good condition & working order; it must be received at the address below within the timeframe of the offer, along with a completed order to purchase a new Activ8me SatPhone. Once we dispatch your new SatPhone, you agree to relinquish all ownership rights of your old handset. If for any reason the Activ8me SatPhone Rebate is declined after Australian Private Networks has credited your Activ8me SatPhone account with a rebate, Australian Private Networks reserves the right to invoice you for reimbursement of the funds. By applying for the Activ8me SatPhone Rebate, you consent to all these conditions.

Signature

Date

SEND YOUR OLD SATELLITE PHONE TO:

Name of Dealer
Dealer Registration No.
Dealer Branch/Town
Contact Name

Australian Private Networks Pty Ltd
D01215
West Heidelberg
Mr Hitesh Parekh

Address of Dealer
Business Phone
Business Fax
Business email

5 Helen Street, West Heidelberg, VIC 3081
03 9450 4659
03 9457 4469
Hitesh.Parekh@apn.net.au

FOR Activ8me Satphone Rebate APPLICANTS ONLY

CHECKLIST

CHECKLIST - PLEASE TICK



- I have completed all parts of the application form
- I have received and read a copy of the summary of the Standard Form Agreement
- I have attached my Subsidy Scheme Approval Form, If applicable
- I have completed the 100 point ID check
- I have attached copies of ID relating to the 100 point ID check?
- I have purchased & signed for a Handset either outright or 24 mth repayment option
- I have made a Plan selection (appropriate to my handset selection)
- I have completed my Direct Debit Authorisation

IMPORTANT NOTICE TO THE PURCHASER. You have a right to cancel this agreement within 10 days from and including –

- a. in the case of a non-contact agreement made over the internet, the day on which you entered into the agreement; or
- b. in the case of a telephone marketing agreement (that is, an agreement made over the telephone), the day you received the agreement document.

Important details about your rights are set out in the Consumer Terms and Conditions

REFER A FRIEND!

NAME	PHONE NUMBER
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

CHECKLIST DETAILS

Activ8me SatPhone Summary of End User Terms and Conditions

Summary of Standard Form of Agreement: Your Rights & Obligations

About this document

This document is a summary (**Summary**) of Activ8me's agreement for the supply of satellite mobile phone services to you. The full terms and conditions setting out the terms on which we provide the service to you are set out in the Standard Form of Agreement (**Agreement**). The complete Standard Form of Agreement is made up of the following documents and any other documents referred to in those documents:

- Application Form – Activ8me SatPhone
- Rate Plan Terms and Conditions
- Consumer Terms and Conditions
- Service Description
- Optus Wholesale Mobile Fair Go Policy

Terms beginning with a capital letter that are not defined in this Summary have the meaning set out in the Agreement. A reference to 'we' or 'us' is a reference to Activ8me.

Obtaining Agreement

You may obtain a copy of the Agreement at www.activ8me.net.au or upon request by calling 1800 804 410 or visiting our contact centre at 5 Helen Street, West Heidelberg, Victoria.

Access to this Summary

If you are have difficulty reading or understanding this Summary due to disability or your require interpretation into a language other than English please contact us on 1800 804 410 for assistance.

Updating this Summary

We will provide new customers with an up-to-date copy of this Summary upon entering into an Agreement or upon request. We are also required to notify you of any amendments that may be made to the Agreement in the future.

If we amend the Agreement, we will publish these amendments as soon as practicable on our website and in any event, within 4 weeks of the effective date of the amendment.

Binding Agreement

This document is a summary of the Standard Form of Agreement and has no legal effect. The Agreement is binding on you when you submit the application. As a customer, you must comply with the terms and conditions of the Agreement.

Our Services

This Summary applies to the satellite mobile phone services and associated equipment provided by us from time to time (**Service**). A comprehensive description of the satellite mobile phone services is set out in the Service

Description which forms part of the Agreement.

The Service operates predominantly in rural areas and is subject to our coverage areas as set out in the Service Description.

The Service may only be used with a compatible satellite mobile phone handset or other device as prescribed by us from time to time.

Commencement and length of Agreement

The Agreement commences on the date we accept your Application and ends 24 months after that date (**Term**) and then continues on a month to month basis, unless terminated earlier in accordance with the Agreement.

Termination and suspension

Either party may terminate the Agreement by giving 30 days notice.

We may terminate your Service immediately where you have breached a material obligation under the Agreement and have not rectified the breach within 14 days.

We may also terminate the Agreement or suspend your Service where:

- you materially breach the Agreement;
- you suffer an Insolvency Event;
- the information provided by you is incomplete or false;
- you misuse the Service; or
- our agreement with our supplier terminates.

If you choose to terminate the Agreement during the Term, or if the Agreement is terminated as a result of you breaching the Agreement, you will be liable to pay for usage of the Service up to the date of termination, the balance of any unpaid equipment and the lower of the applicable fixed fee set out in Rate Plan Terms and Conditions or an early termination fee which shall be an amount equal to the monthly charges payable for the remainder of the Term (which shall be a genuine pre-estimate of the loss incurred by us).

If the Service is suspended as a result of your material breach of the Agreement, you may be required to pay a reconnection fee.

Variations to the Agreement

We may vary the terms and conditions (including prices) on which we supply the Service to you in accordance with the terms of the Agreement.

Generally, if a proposed variation is reasonably expected to have more than a minor detrimental impact on you, we will give you at least 21 days notice setting out details of the proposed variation and the date upon which the variation becomes effective. You may also have cancellation rights.

Activ8me SatPhone Summary of End User Terms and Conditions

Summary of Standard Form of Agreement: Your Rights & Obligations

If the variation is not reasonably expected to have a detrimental impact on you, then we shall provide you with such notice as may be reasonable in the circumstances. If you can show that a variation has had a detrimental impact on you, then you may have additional rights of termination.

Key obligations

In addition to any other obligations in the Agreement, you must:

- (a) not expose us or our suppliers or providers to any liability;
- (b) not misuse the Service;
- (c) not break any law;
- (d) not infringe another person's rights (including a person's intellectual property rights)
- (e) keep any property supplied by us (including Satellite SIM Card) safe and in good condition;
- (f) comply with all reasonable directions by us with respect to access and use of the Service;
- (g) comply with any rules imposed by any third party whose content or services you access using the Service;
- (h) not access, nor permit any other party to access, the Service for any purpose or activity of an illegal or fraudulent nature;
- (i) not provide false or incomplete information about you;
- (j) not suffer an event of insolvency; or
- (k) pay an invoice in relation to the Service by its due date.

Customer Service Guarantee

The Australian Communications and Media Authority may from time to time publish minimum performance standards for services provided by us to ensure the quality of telecommunications services.

If any customer service guarantee applies to the Service provided to you at any time, we will use our endeavours to meet those standards. We note that the customer service guarantee currently does not apply to satellite mobile phone services.

Subject to law, by ordering or using the Service, you agree to waive the protections and rights afforded to you under any customer service guarantee issued by ACMA including any statutory rebates for failure to meet certain stipulated times for deliveries, installations and repairs.

Using the Service

We will provide the Service to you with reasonable care and skill. In the event of unexpected faults we will use reasonable endeavours to ensure the Service is restored. We are not able to guarantee that the Service will be continuous or fault free due to the nature of telecommunications systems and our reliance on third party suppliers.

You must use the Service for your own personal or business use only. You must not wholesale or resell any part of the Service without our prior written consent.

You must ensure that no one interferes with your service, makes it unsafe or uses your service to break the law. You are responsible for and have to pay for use of your Service.

We may monitor usage of your service for excessively high or unusual usage patterns. Your Service may be cancelled or suspended as a result of excessive or high usage. You will be liable for any termination fees or reconnection fees in these circumstances.

Handsets and equipment

You must only use equipment (including handsets and SIM cards) that have been authorised or approved by us. Risk in all equipment passes to you upon delivery. Title in equipment does not pass to you until you have paid for the equipment in full.

If you purchase a handset or other equipment from us or our dealers, we will 'pass-through' the manufacturer's warranty for handsets. The terms of the warranties that apply to Activ8me sourced handsets can be found in the Service Description.

SIM cards are supplied by third parties and shall at all times be owned by our supplier. You must hold the SIM card as bailee for our supplier, and return it to us upon termination of the Service.

Transferring your Service

We may at any time arrange for other suppliers to provide the infrastructure or services to enable us to provide the Service to you. Subject to the law, if arrangements between Optus and us are terminated, Optus may arrange to supply the Service directly to you without the need for your consent.

Charges

We charge for the Service provided by us in accordance with the Rate Plan Terms and Conditions. The charges applicable to you depend upon what type of plan you are on (for example Satellite Only Handset Plan or Dual Mode Handset Plan), and the level of payments within that plan. Different charges apply to pre-paid services.

Activ8me SatPhone Summary of End User Terms and Conditions

Summary of Standard Form of Agreement: Your Rights & Obligations

Generally, charges include:

- An activation fee (if applicable)
- A monthly access fee (which may include an amount of calls)
- Call usage charges (which includes flagfall and timed usage)
- Specific charges for premium services and information services (such as 1800 numbers and 1900 numbers)
- Charges for international calls
- Disconnection, reconnection, suspension, termination and cancellation fees

Charges may vary depending on the time and day of a call (including peak and off-peak periods), the network dialed, whether the call is a voice call, SMS or MMS or the volume of calls made during a period. In some circumstances, you will be charged for receiving a call.

We may require you to make payments in advance.

To find out more about our charges, please see our Rate Plan Terms and Conditions.

Charges may vary if our suppliers commence supplying the Service under the Consumer Terms and Conditions.

Invoicing and bills

We issue invoices for the use of the Service at regular intervals and may send you an invoice at any time. We must issue invoices in accordance with required industry standards.

We will send you invoices monthly in arrears at the end of each month for your usage of the Service during that month and any other usage incurred. Invoices are generally payable within 14 days. You may elect to receive your invoice by pre-paid post or at an email address nominated by you. An additional administration charge of \$2 applies for invoices sent by pre-paid post. If you do not make an election, we will send the invoice by email.

You must pay your invoice by direct debit from a credit card or from a bank account. The total amount of your invoices will be directly debited from the credit card or bank account nominated by you 7 days from the date that the invoice is issued. Any additional fees due to bank dishonour or late payment(s) will be charged automatically to Your bank account.

If you do not pay the bill by its due date, we can:

- charge you an administration fee on the overdue amount;
- suspend or cancel your Service until you pay.

We will comply with our rights to cancel or suspend your service set out in the Consumer Terms and Conditions.

We may refer unpaid invoices to a collections agency to recover the amount owing which may result in a default against Your credit file.

Our liability

You acknowledge that due to the nature of telecommunications, we cannot guarantee that the Service will be provided free of interruptions and faults. Where possible, you should arrange for an alternate means of telecommunications if you are reliant on the Service.

We accept liability to you in connection with the Service, but only to the extent provided in the Agreement. Subject to law, we exclude any loss or liability (including in negligence) that we might otherwise have to you in connection with the Agreement to the extent that such liability or loss is not expressly accepted by us.

We shall be liable under the Trade Practices Act 1974 (Cth) and other laws, only to the extent where not to do so would be illegal or would make any part of this clause void or unenforceable. Otherwise, we exclude all conditions and warranties implied into the Agreement and limit our liability for any non-excludable conditions and warranties, where permitted by law to do so, at our option, to:

- (a) in the case of goods, the replacement of the goods or the supply of equivalent goods, or the repair of the goods; or
- (b) in the case of services, the supplying of the services again or the payment of the cost of having the services supplied again.

Third party suppliers are not liable to you (in contract, tort (including negligence) or otherwise) in relation to any part of the Service supplied.

We are not liable for any loss that it is caused by you resulting from your failure to take reasonable steps to avoid or minimise your loss, or caused by us failing to comply with our obligations due to events outside our reasonable control (such as a failure in equipment that is not owned or operated by us, an industrial strike or a natural disaster).

To the extent permitted by law, we are not liable for consequential or economic loss (including loss of profits, revenue, savings, opportunity or goodwill), even if the possibility of such a Loss being suffered has been brought to our attention.

Your liability to us

If you have applied for the Service to be provided to two or more persons, each of the applicants is jointly and individually responsible for all charges and other obligations in connection with the Service.

Activ8me SatPhone Summary of End User Terms and Conditions

Summary of Standard Form of Agreement: Your Rights & Obligations

Security for payment

We may require some customers to provide some form of security against non-payment. We may also conduct credit checks to assess your creditworthiness. We may ask you for a security deposit, a charge or bank guarantee or to make prepayments for your Service if we are concerned about your creditworthiness or your usage exceeds a reasonable amount as determined by us in any billing period.

If you do not provide the requested security, we may refuse to provide the Service to you or provide the Service to you on a restricted basis.

Privacy

We respect your privacy and personal information.

We are required to comply with certain obligations under the Privacy Act 1988 and other telecommunications legislation in relation to the confidentiality and use of your personal information.

We may:

- provide your personal information to third parties such as our suppliers for the purpose of supplying a Service to you;
- use your personal information to keep you informed about features of our services or the services of our suppliers; or
- use your personal information to make standard credit enquiries about you and your creditworthiness in relation to the supply of the Service and other equipment to you.

For further information please see our Privacy Policy at

<http://www.activ8me.net.au/Support-FAQs/Privacy-Policy.aspx>

Please also see clause 10 of the Consumer Terms and Conditions.

Fault reporting

We aim to resolve all faults efficiently and effectively. If you wish to report a fault please:

- call us on 1300 760 219 24 hours a day, 7 days a week (call centre open 8am – 8pm); or
- email your complaint or fault to us on support@activ8.net.au.

We have systems in place to prioritise and deal with faults.

If you report a fault and the fault relates to another supplier, we will contact the supplier and request that the fault be repaired promptly. We are not liable for the faults caused by third party suppliers.

Complaints

We aim to resolve all complaints efficiently and effectively in accordance with our Complaints Procedure. If you wish to make a complaint, in the first instance, please:

- call us on 1300 760 219;
- email your complaint to us on satphonesupport@activ8.net.au; or
- if you have a billing enquiry, call the number on the top of your bill if you have a billing enquiries.

You may speak to a customer service assistant at our call centre between the hours of 8am – 8pm. A voice messaging services is also available 24 hours a day 7 days a week.

If you are not satisfied with the initial outcome of your complaint, a supervisor or manager will review your query and the way it was handled.

If you are not satisfied with our complaints handling procedure, you may contact the Telecommunications Industry Ombudsman (**TIO**) as a last resort. The TIO is an independent body and is provided as a free service. The TIO will only proceed with your complaint if you have first tried to resolve it with us.

If your complaint relates to consumer protection law generally, you may also contact The Office of Fair Trading / Consumer Affairs (or similar organisation) in your State or Territory who may also assist you in investigating consumer complaints.

Please see our Complaints Procedure at <http://www.activ8me.net.au/Support-FAQs/Complaint-Handling.aspx>

CONTACT US

Activ8me

5 Helen Street, Heidelberg West Vic 3081

Tel: 1300 760 219

Website: www.activ8me.net.au

Australian Private Networks Pty Ltd trading as Activ8me ACN 103 009 552 ABN 27 103 009 552