

ACTIV8ME SUMMARY STANDARD FORM OF AGREEMENT

Satellite Broadband (NBN Interim Satellite Service)

Important: Your Rights and Obligations

About this document

This document is a summary (**Summary**) of Activ8me's agreement for the supply of the First Release Satellite Service (**Service**) to you. The full terms and conditions on which we provide the service to you are set out in the Standard Form of Agreement (**Agreement**) which is made up of:

- Part A - Agreement Overview
- Part B - Application Form – Activ8me First Release Satellite Service
- Part C - Terms and Conditions
- Part D - Service Description
- Part E - Dictionary

Other documents such as our privacy policy and acceptable use policy also apply.

Binding Agreement

This document is a summary of the Agreement and has no legal effect. The Agreement becomes binding on you when your completed Application Form is accepted by us.

Defined terms

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', 'our' or 'us' is a reference to Activ8me. A reference to 'you' and 'your' is a reference to the customer(s) specified in the Application Form.

Obtaining Agreement

You may obtain a copy of the Agreement and this Summary at www.activ8me.net.au or upon request by calling 1800 804 410 or by writing to our contact centre at Building 2, Level 2, 13A Albert Street, Preston 3072, Victoria.

Access to this Summary

If you have difficulty reading or understanding this Summary due to disability or you 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.

Our Services

A comprehensive description of the First Release Satellite Service is set out in the Service Description which forms part of the Agreement. The Service enables you to access the internet from your premises.

The Service operates predominantly in remote and rural areas in Australia and is supplied to a limited number of users as part of the first release program carried out by the National Broadband Network (**NBN**). You must satisfy the

Eligibility Criteria to acquire the Service. Due to the nature of the Service, the Service may be unavailable at certain times for technical or operational reasons. The Customer Service Guarantee does not apply to the Service.

The Application Form sets out the monthly plan access fee and data allowance.

The Service must not be used in connection with Priority Assistance and you must not rely on the Service for any life threatening conditions or mission critical projects or business.

Equipment and access to premises

To enable us to provide the Service, you will be required to accommodate equipment provided by us and NBN and provide us and our suppliers with access to your premises to enable installation of equipment and maintenance of the Service.

Commencement and length of Agreement

Subject to this Agreement, we will supply the Service to you from the date we connect your service for the period specified in the Application Form (**Term**). Unless otherwise terminated, we will continue to supply the Service to you on a month to month basis after the Term.

Termination and suspension

Either party may terminate the Agreement by giving notice to the other party.

We may terminate the Agreement or suspend your Service where:

- you breach the Agreement (including if you do not pay your invoice);
- you become insolvent;
- you provide incomplete or false information;
- you misuse the Service; or
- our agreement with NBN terminates.

If you terminate the Agreement, or if the Agreement is terminated as a result of you breaching the Agreement, you will be liable to pay your monthly fee, any excess usage charges up to the date of termination, the balance of any unpaid equipment and if you are still within your Term an early termination fee of \$125.00.

We are also entitled to collect equipment owned by us or our suppliers from your premises.

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

Variations to your plans

You will not be able to transfer, upgrade or downgrade your Service at any time prior to 31 October 2011 (or longer period determined by NBN). Otherwise you may change your plan once per month without charge. When you change your plan, we will charge you in accordance with the fees of the new plan in the next billing cycle.

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 42 days notice setting out details of the proposed variation and the date upon which the variation becomes effective. You may also have cancellation rights.

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 the right to terminate.

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 and equipment supplied by us 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.

Using the Service

We will provide the Service as a re-supplier of NBN. 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.

Equipment

You must only use equipment that has been authorised by us. Upon delivery, you must keep any equipment used in

conjunction with the Service, including any equipment provided by us or our Service Providers, safe and in a suitable environment and must use the equipment in accordance with the directions of use (fair wear and tear excepted). Title in equipment does not pass to you and remains our property (or the property of NBN) (as the case may be).

Charges

We charge for the Service provided by us in accordance with the rate plan nominated by you in the Application Form.

Generally, charges include:

- A monthly access fee
- Charges for exceeding allowable download usage (if applicable)
- Disconnection, reconnection, suspension, termination and cancellation fees

Additional charges may apply if you approve a non-standard installation. Ancillary charges are provided on our website.

You may also be charged by third party suppliers for accessing certain internet sites or making purchases online. We are not responsible for these charges.

Invoicing and bills

We issue invoices for the use of the Service on a monthly basis. We will 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 (if applicable).

You will be required to pay your invoices for your elected plan for the Service by direct debit or by credit card on the due dates.

A tax invoice for all payments direct debited by us from your bank account or credit card is available to you on our website under 'My Account' which can be accessed with your user name and password. If you request to receive your invoice by pre-paid post, we may charge you an additional administration charge. Invoices are generally payable within 7 days.

We may charge you a fee of \$15 if your direct debit payment or direct credit payment is not honoured.

If you do not pay the bill by its due date, we can suspend or cancel your Service until you pay.

We may refer unpaid invoices to a collections agency to recover the amount owing.

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 access if you are reliant on the Service.

We are not liable for 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 or excluded

by law.

We are liable to you, and you are liable to us for death or personal injury arising from negligence.

We will be liable under the Australian Consumer Law which forms part of the Competition and Consumer Act 2010 (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 consumer guarantees and warranties implied into the Agreement and limit our liability for any non-excludable consumer guarantees 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, and in particular NBN, will not be 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.

You are liable to compensate us for any loss we suffer as a result of your breaching the agreement or to the extent that loss is a result of your negligence.

Joint persons

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.

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 (Cth) 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 (including NBN) 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 www.activ8me.net.au/support-FAQs/Privacy-Policy.aspx

Fault reporting

If you have a fault you can report it by:

- calling us on 1300 760 219 24 hours a day, 7 days a week (call centre open 8am – 9pm Monday to Friday and 8am -7pm Saturday and Sunday); or
- emailing us: 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 Handling 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 support@activ8.net.au;
- if you have a billing enquiry, you can call the number on the top of your bill.

You may speak to a customer service assistant at our call centre between the hours of 8am – 9pm Monday to Friday and 8am – 7pm Saturday to Sunday (Melbourne time). A voice messaging service 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.

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

CONTACT US

Activ8me
Building 2, Level 2, 13A Albert Street
PRESTON VIC 3072
Telephone: 1300 760 219
Fax: 03 8080 1617
Website: www.activ8me.net.au
ABN: 27 103 009 552