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## **IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS.**

### **SUMMARY OF OUR CUSTOMER RELATIONSHIP AGREEMENT – 14 DECEMBER 2010**

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This Customer Relationship Agreement (CRA) is between you and Westnet Pty Ltd (ABN 50 086 416 908) or any Related Westnet Pty Ltd Entity which supplies the Service to you. This is a summary of Our CRA that sets out the terms and conditions on which we supply services to you.

It is not possible to cover everything in our CRA and this summary is designed to give you information about what our CRA covers and its important terms.

A complete copy of our CRA is available from our website [www.westnet.com.au/legal/](http://www.westnet.com.au/legal/)

#### **Charges**

All our charges for all our Services are set out in our Pricing Schedule in Part C of our CRA.

The Service charges will depend on the Service options and features selected by you. Telephone service charges may also vary depending on the time of day (including peak and off-peak periods); the origin and destination of the call, the volume of calls made during a period, whether the call is a voice call or a data call and any discounts that might apply. In respect of Internet access services, charges may also vary depending on the included data allowance and service speed that you have chosen.

We may also make special offers and, if validly accepted by you, the price and terms of the special offer will prevail over those otherwise applicable under our CRA for the duration of the special offer.

#### **Billing**

We will bill you according to the Service options chosen by you and specified in our Pricing Schedule. Some Service options allow you to choose the frequency of your bills.

Bills are usually electronically sent to the email address provided by you on your Application. Paper bills are available but do incur a fee.

Your bill will show the various ways that you are able to make payment. Some Services can only be paid by direct debit from your credit card or nominated bank account. We may charge you a fee if your cheque is dishonoured or your direct debit payment is declined.

If you do not pay a bill by its due date, we can charge you interest or a fee or any costs incurred to collect payment of the bill. We can also suspend, restrict or cancel the Service until you pay your bill.

#### **Contract**

Some of our Services may have a minimum Contract Term for which you must use the Services and if you cancel the Service before the end of that Contract Term you may be charged a Break Fee for early cancellation. After a minimum Contract Term we will continue to provide you with the Service by renewing the contract on a month-by-month basis.

Not before the end of a minimum term, you may cancel the Service at any time by notifying us.

We may cancel your Service if we determine that it is not viable to supply it to you, you breach our CRA, you fail to pay your bill on time or we believe you are a credit risk, there is excessive use of the Service, we reasonably suspect fraud or other illegal conduct in connection with the Service, it is necessary to restore or maintain our network, there is an emergency, the law allows or requires us to, the Australian Competition and Consumer Commission issues a competition notice, you leave your premises, or you become bankrupt or insolvent.

If we reconnect a Service that has been cancelled or suspended, you may be required to pay a reconnection charge.

#### **Variations**

We may change our CRA at any time, and are not required to give you any prior notice unless a change is detrimental to you. In such cases, we will notify you at least 30 working days beforehand. If we make any change which would cause detriment to you, you may cancel the Service without incurring any Break Fee/cancellation charge by giving notice to us within 42 days after the date we notify you of the change.

You acknowledge that you have consented to us sending you notices relating to our CRA or any variations to it by email to your email address

#### **Liability and Warranty**

We accept liability for our negligence and interruptions to our Services if it causes personal injury or death, or if it causes damage to your property by repairing or replacing the property or paying you the cost of doing so or by repairing or replacing relevant goods or resupplying relevant or equivalent services capable of being resupplied or paying you the cost of doing so. We accept liability to you in accordance with the Trade Practices Act, the Customer Service Guarantee and other laws.

Otherwise we are not liable to you for any loss or damage in connection with our CRA or our Services (e.g. lost profits or business or any other consequential losses).

You indemnify us against any loss, damage, or costs relating to the use of the Service or equipment used in connection with the Service, and any claim made against us.

#### **Complaint Handling**

If you have any complaints please contact us. If you are not satisfied with the initial outcome of your complaint, it will be passed to a manager for review. We have formal procedures in place for doing this. If your complaint is not resolved you may lodge your complaint with The Telecommunications Industry Ombudsman (TIO) on [www.tio.com.au](http://www.tio.com.au)

#### **Fault Reporting**

We aim to provide, but do not guarantee, continuous or fault free Services. We provide a 24 hour 7 day-a-week fault reporting service. If you wish to report a fault, please call us or email us.

If you ask us to come to your premises to repair a fault and no fault is found, or the fault turns out to be caused by your equipment you may be charged a fee.

#### **Customer Service Guarantee**

Minimum performance standards (**CSG Standard**) exist for the connection and fault rectification of

standard telephone services and the attending of appointments by carriage service providers.

The CSG Standard aims to protect you against poor service and you may be entitled to compensation if we fail to comply with the CSG Standard.

For more information about the CSG Standard visit the [www.acma.gov.au](http://www.acma.gov.au) or telephone us.

### Use of Personal information

The Privacy Act 1988 (Cth) and telecommunications legislation imposes strict obligations on us to respect your privacy and the confidentiality of your personal information.

You acknowledge that we may:

- collect and disclose your personal information to a credit reporting agency or credit provider, including your name, current and previous addresses, date of birth, employer, driver's licence number, service number, and your personal and commercial credit information or credit rating;
- use your personal information to consider your application for personal and commercial credit, the Service or other Westnet Related Entity services. We may also use this information for purposes related to the supply of the Service and to provide you with information about promotions, as well as the products and services of Westnet Related Entities. You can opt out of receiving marketing information by contacting us; and
- disclose your personal information for the above purposes to or from credit reporting agencies or credit providers, an Westnet Related Entity, our employees, agents, contractors and suppliers, and other telecommunication and information service providers.

We may be required or permitted by law to collect, use or disclose your personal information, including, to government and regulatory authorities, (e.g. the operator of the Integrated Public Number Database) or to law enforcement agencies. You may access your personal information and seek to make any updates by contacting us.

If you choose not to provide personal information we request of you, we may not be able to provide you with the Services you have requested, or we may refuse to provide, or limit the provision of, any Service or personal or commercial credit requested by you.

## Our Services

This summary CRA applies to all of Westnet's products and services that include but are not limited to:

### Westnet's Residential Products & Services

- Internet Access Services
  - Broadband
  - Mobile Broadband
  - NBN
  - Satellite
  - Dialup
- Phone
  - Fixed line Phone
  - Voice over IP (Netphone)
- BoB™
- Hardware & Software
- Westnet Hosting
- Mobile
  - Mobile Voice

### Westnet's Business Solutions

- Internet
  - Broadband
  - Annex M
  - Bonded DSL
  - Naked DSL
  - Mobile Broadband
  - VPN Access
  - SHDSL
  - Fibre
  - Corporate Fibre
- Phone
  - Phone
  - VoIP
  - Multiline VOIP
  - ISDN
  - SIP Trunking
- Hosting
  - Domains
  - Website hosting
  - Email hosting
  - Shopping Cart
- Hardware
  - Computer Support
  - Telephony Hardware
  - Telephony packages
  - CISCO routers
  - BoB™
- Mobile
  - Mobile Voice