

STANDARD FORM OF AGREEMENT (SFOA)
SUMMARY OF STANDARD AGREEMENT FOR EXPRESS
TELECOMMUNICATIONS SERVICES
IMPORTANT CUSTOMER INFORMATION: YOUR RIGHTS AND OBLIGATIONS

This is a summary of the Standard Terms for the Express Telecommunications services (the service) applicable to customers signing up to or renewing with Express Telecommunications on or after the 1st September 2014. The Standard Terms are Our Standard Form of Agreement for the service. You can obtain a copy of the Standard Terms by downloading or printing this document or call 1300 397 737. The full terms and conditions of the Service are contained in the Standard Terms, the Critical Information Summary for the relevant service/s and other documents referred to in the Standard Terms, such as the details of your Plan, any application or agreement forms you sign, and any other terms or conditions to which you agree. Your agreement is binding on you. Capitalised terms used in this summary that are not otherwise defined in this summary are defined in the Standard Terms.

What is the service and by whom is it provided?

The service is a telecommunications service having the features set out in the standard terms, the Critical Information Summary for the relevant service/s and elsewhere in your agreement. The service is not free from faults or interruptions, is subject to our coverage areas and may only be used with compatible devices.

What are the charges?

The charges for using the service (Charges) are set out in the standard terms and elsewhere in your agreement. We may change some of the charges from time to time. The standard terms set out what charges we may change and how we will notify you of any changes. We will endeavour to incorporate all charges that you have incurred in your next bill or on a later bill. We will not bill you for charges that are older than 120 days unless we are permitted to do so by law.

What happens if you don't pay your bills on time?

If you do not pay your bills on time for two months in a row, we may require you to provide us with an authority to directly debit your credit card or bank account with the amount of all future bills. You must pay us any reasonable costs that we incur in pursuing the payment of amount you owe us. You will also be charged a late payment fee as set out in the standard terms. We may also suspend, limit or terminate your service.

How do you pay the charges?

We will send you a bill as a PDF via email each month. We will bill you once a month regardless of the total value of your bill for the month. You will not be charged for bills unless you require a paper bill copy. All bills issued via email are free. Please note that presentation of bills may be adversely affected by equipment or conditions beyond our control. If you elect to receive a paper bill, you may incur an additional charge. Any applicable charges are set out in the standard terms.

We will generate a due date for payment of your bill. The due date will be at least 14 days after the date your bill is sent to you via email. You must pay each bill in full by the due date nominated by us on the bill. Your bill will indicate the ways in which you are able to pay. Depending on your scheduled plan, direct debit may be the default billing option.

What are your obligations?

You must pay us all the charges (and taxes) incurred by using the service, even if those charges are incurred by someone else (with or without your knowledge and/or consent). You must not use the service (and must not allow any other person to use the service) for an improper or illegal purpose, or to send material which is indecent, defamatory, abusive, unsolicited and commercial in nature, illegal or deceptive. You must not resell the service. Further detail on your obligations in relation to your service is set out in the standard terms.

If you have a Mobile service, you must protect your SIM card (which remains our property at all times) and notify us immediately if it is lost or stolen. If you choose to receive bills via email, you must provide us with a valid email address and notify us of any changes to that email address.

What is the term of your agreement and how can it be terminated?

As a post-paid customer your agreement starts at the earlier of when:

- You accept verbally or in writing the terms and conditions set out in your agreement; or
- You are first connected to Express Telecommunications.

Your agreement ends at the earlier of when:

- it is terminated by us or you in accordance with your agreement; or
- The expiry of your commitment period (if applicable) and subsequent termination or disconnection by you

We may immediately (and without first giving you notice) terminate your agreement (or suspend the service or any feature of it) in a number of cases, including (i) if you fail to pay us the charges (after we have sent you a notice); (ii) You are otherwise in material breach which you fail to correct within 7 days after we request; and (iii) if we believe you are using the service to commit unauthorised or unlawful activities.

You may terminate your agreement at any time by giving us notice. Termination of your agreement will be effective once you pay us all amounts you owe us under your agreement. If your agreement is terminated (either by you or us) during the commitment period of your plan, there will be consequences under your agreement including an obligation to pay us an early termination payment as specified in your plan. However, you will have a right to end your agreement during any commitment period without paying an early termination payment if we seriously breach the agreement or if we make a variation to the terms of your agreement or the characteristics of the service that has more than a minor detrimental impact on you.

Other circumstances in which you and we are entitled to terminate your agreement, and the consequences of your agreement ending, are set out in the standard terms.

Liability

Our obligations to you relating to the service are set out in your agreement or in the laws referred to in the standard terms. The Australian Consumer Law sets out certain guarantees that apply to the supply of goods and services by us that cannot be excluded (for example, that goods are of acceptable quality and services must be provided with due care and skill). We are liable to you if we breach a guarantee (subject to any limitation of liability as permitted by law and set out in the standard terms). Our liability to you and your liability to us is set out in full in the standard terms.

Indemnity

You indemnify us (that is, we can make you pay for) loss or damage we suffer that is caused by inappropriate use of the service by you, as detailed in the standard terms. This indemnity does not apply to any loss or damage that we have caused.

Privacy of your personal information

We and/or our agents may collect personal information about you (Your Personal Information) for the primary purpose of providing you the service. If you do not provide personal information to us, we will not be able to provide you the service. We may use your personal information for purposes that are related to providing you the service and which you would reasonably expect us to use the information for (the purpose).

If you request in writing, we will give you access to your personal information and correct your personal information that is inaccurate or incomplete. We may receive and disclose your personal information to and from: (i) credit providers or credit reporting agencies for the purposes permitted under the Privacy Act; (ii) law enforcement agencies to assist in prevention of crime; or (iii) other telecommunication companies or financial institutions if we suspect or are seeking to prevent or investigate fraud; or (iv) Our service/content providers, dealers/agents and related companies for the purpose. We may also disclose your personal information to other third parties if required by law or if disclosure is permitted under the Privacy Act or other legislation. More detail about the way we handle your personal information is in the standard terms and in our privacy policy.

How may we vary your agreement?

If we vary your agreement, the standard terms set out the circumstances in which we will give you notice of the variation and your rights of termination (if applicable). Please note that variations we may make include changes to the charges, expiry periods and features of the service including network infrastructure and coverage.

Notices

We may send your notices to any email address, postal address or fax number you have provided us, and where we are permitted to do so in your agreement, via TXT messages to your mobile phone.

Service

We may use any network we consider appropriate to provide you with your service. As service outages are out of our control we are not liable for any downtime with your service due to network outages.

Enquiries and Complaints

Information about the service we provide can be found at www.expresstelecommunications.com.au If you do not understand this summary, the standard terms or any other aspect of your agreement please call your local Express Telecommunications franchisee or our Customer Service Centre on 1300 397 737. Please contact our Customer Service Centre if you would like a copy of this summary in an alternative format, for example, large print size.

Express Telecommunication's Complaint Handling Policy is also available on our website or by calling the Customer Service Centre. Where you are dissatisfied with the outcome of a complaint that you have raised with Express Telecommunications you may take the matter to the Telecommunications Industry Ombudsmen (TIO), The Office of Fair Trading (OFT) in your State/Territory, and/or in the case of a privacy complaint, the office of the Federal Privacy Commissioner. The TIO deals with complaints that you have not been able to resolve with us. The OFT can provide you with information on your rights and assistance with resolving disputes with us.