

IMPORTANT CUSTOMER INFORMATION: YOUR RIGHTS AND OBLIGATIONS

Summary of Standard Form of Agreement for Eureka Teleconferencing Pty Ltd ACN 112 316 319

Outline

This is a summary of our standard form of agreement. In it, words like “we” and “us” refer to Eureka Teleconferencing Pty Ltd. “SFoA” means our standard form of agreement.

Our SFoA is the contract that applies when we supply you with teleconferencing services. It also applies when we supply you with ancillary services. It also applies when we supply you with goods that can be used in connection with our services (such as software or a telephone handset).

The complete, current and official copy of our SFoA is the one published at www.teleconference.com.au/reg_terms.htm. You can download it from there.

If we notify you of other terms (‘product terms’) that apply to a service, before you order it, the product terms are also part of the contract

Descriptions of our available teleconferencing services (our ‘product list’) are on our web site at www.teleconference.com.au.

Under Australian law, the SFoA applies whether or not you read it or sign it. If you and we have expressly agreed to different terms in a particular case, the SFoA still applies, but subject to those terms.

This is a summary of key points, for information only. It does not change the legal effect of the SFoA. The SFoA, including any changes that are made from time to time, is available online at the addresses indicated above.

Our SFoA came into force at midnight on 28 November 2005 and applies to supplies we make after that.

Security bonds and advance credit

We may require you to provide a direct debit arrangement or a standing credit card arrangement. These are required as and when our product list states.

We reserve the right to require another advance credit arrangement for our services, but do not normally do so. We might do so if you have an unreliable payment history, or in other circumstances where we consider your credit risk to be unusually high.

Prices and charges

Our current charges are always published on our web site. They may change on short notice so you must check our web site if you want to be sure of our current charges.

Our main kinds of charges are usage-based charges (e.g. based on the amount of call time). We also pass on GST if it is applicable to any supply we make to you.

We can bill you whenever we have supplied service, but normally bill monthly, by post, email or via a web page that we notify to you. We choose the method of billing. Bills are payable within 14 days.

Our product list will state your payment options for each service. They are normally direct debit and / or credit card. If you pay by Diners Club card or American Express card, we may charge a surcharge representing the higher merchant fee they attract (compared to MasterCard and Visa card).

We may late bill. Our policy about late billing is that we shall only do so up to 190 days in arrears.

Late payment may attract interest at 16.5% a year with monthly rests and reasonable administration fees and any collection fees and expenses that we incur.

The term of your commitment

Our services have no minimum term, and you only pay for the service if you have used it (although we may ask for pre-payment in certain circumstances).

Terminating service

We may terminate your contract, or restrict or suspend service if you fail to pay charges when due, or threaten to do so, if you cease to satisfy our credit terms or reverse a credit card payment to us, if your prepaid access rights are used up, if there is an unacceptable threat to the security or reliability of our network, if we are investigating a suspected breach of an acceptable use policy, if your equipment ceases to be technically compatible with our service, if you cease to satisfy any condition of supply that is imposed by one of our wholesalers and notified to you, if you become insolvent, or if you breach the SFoA in other ways.

If we terminate your contract or suspend service because of your breach, we may charge you as if the contract and service had continued.

You may terminate your contract at any time

Varying the SFoA

We can vary the SFoA by changing the copy on our web site. But we will not make a change that could reasonably be expected to adversely affect you without complying with the Telecommunications (Standard Form of Agreement Information) Determination 2003: Section 11 and ACIF Code C620:2005 Consumer Contracts: Sections 6.2(j), 6.3(n), 6.3(o), 6.3(p), 6.3(q), 6.3(r), 6.3(s) and 6.3(t) (where they apply), and / or any other laws or binding codes that apply to such changes.

Goods warranty

If we supply goods to you, you will get the benefit of any manufacturer's warranty that applies to them. The Trade Practices Act 1974 and/or State law may also entitle you to further goods warranties.

Service standards

We will use reasonable endeavours to supply services to a fair and reasonable standard, but we do not guarantee fault free, continuous or optimal service. For some products or aspects of our service, we may publish service level guarantees on our web sites.

Those guarantees will state what service levels we promise, and your entitlements if we do not meet them.

Complaints and faults

At first instance, both complaints and faults should be reported to our help desk staff. They will take action to have faults corrected. If they have not resolved a complaint within 7 days, you should ask that it be referred to our managing director, who will address it or pass it on to our most appropriate officer. If we ask for written details of your complaint, you must give them, and we will normally report the progress of the matter to you by email.

You are also entitled to take a complaint to the Telecommunications Industry Ombudsman, who will deal with it at no charge if you have been unable to resolve it with us. Possibly, the consumer affairs office in your State will also have power to assist you with a complaint.

Your personal details

We do not normally obtain a credit report about customers, but we reserve the right to do so. When allowed by law, we also reserve the right to give credit information about you to a credit reporting agency.

Indemnities and limitation of liability

You must indemnify us against any loss or damage that arises from your use of our services. You release us from any liability for loss or damage that you may suffer, but that does not affect rights that you may have under the Trade Practices Act 1974. The SFoA cannot exclude those rights, but it does limit them as far as allowed by that Act.

Customer service guarantee

For some standard telephone services, you may have rights under the *Customer Service Guarantee* ('CSG') made under the *Telecommunications (Consumer Protection and Service Standards) Act 1999*. You can obtain details of exactly which services are covered by the CSG at www.acma.gov.au.

The CSG sets out service standards and time frames that apply to certain connections, repairs and keeping appointments, and compensation that is payable if they are not met.

To obtain this document in Arabic, Bosnian, Chinese, Croatian, Farsi, Greek, Italian, Russian, Serbian, Somali, Turkish or Vietnamese, call 1800 266 337.
