

## IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS

### SUMMARY OF OUR CUSTOMER RELATIONSHIP AGREEMENT

**iiNet Limited** ACN 068 628 937  
Phone: 13 22 58  
<http://www.iinet.net.au/>

**Internode Pty Ltd** ABN 82 052 008 581  
Phone: 13 66 33  
<http://www.internode.com.au/>

**TransACT Capital Communications Pty Limited**  
ACN 093 966 888  
Phone: 13 30 61  
<http://www.transact.com.au/>

**TransACT Victoria Communications Pty Limited**  
ACN 063 024 475  
Phone: 13 30 61  
<http://www.transact.com.au/>

**Westnet Pty Ltd** ACN 086 416 908  
Phone: 1300 786 068  
<http://www.westnet.com.au/>

**Adam Internet Pty Ltd** ACN 055 495 853  
Phone: (08) 8434 4000  
<http://www.adam.com.au/>

1/502 Hay Street, Subiaco WA 6008

**17 March 2014**

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Capitalised terms in this document, unless indicated otherwise, are defined in our General Terms.

The Customer Relationship Agreement (**CRA**) is between you and the iiNet 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 the Service to you. Our CRA consists of the following:

- (a) your Application;
- (b) Service Descriptions for each Service;
- (c) our General Terms;
- (d) our Pricing Schedule;
- (e) our Billing Policy;
- (f) any applicable Warranty Information Statement; and
- (g) our Acceptable Use Policy.

It is not possible to cover everything in our CRA here and therefore this summary is designed to give

you general information about our CRA and its important terms.

A complete copy of our CRA is available from our Website.

### Charges

All charges for our services are set out in our Pricing Schedule or on the Website.

The Service charges will depend on the 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 relevant Special Offer will prevail over those otherwise applicable under our CRA for the duration of the Special Offer.

### Billing

We will bill you and you will pay for the Service according to the Service options chosen by you and specified in the relevant Service Description, Billing Policy and Pricing Schedule.

Bills are usually electronically sent to the email address provided by you on your Application. Paper bills are available but generally 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. Paying by some credit cards (such as American Express or Diners Club) will incur an additional fee. If you choose to pay by direct debit or credit card, you must give us at least 14 days prior notice if you no longer wish to pay by direct debit or credit card.

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 any costs incurred to collect payment of the bill. We can also suspend or cancel the Service until you pay your bill.

### Contract

Some of our services have a minimum Contract Term. If your Service has a minimum Contract Term and if you cancel 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.

Upon the completion of a Contract Term, you may cancel the Service by notifying us.

We can cancel your Service by giving you 30 days' notice where there is no Contract Term for that Service, or if there is a Contract Term, by giving you 30 days' notice after the Contract Term has ended. We can cancel your Service if we reasonably determine prior to the Service Commencement Date that it isn't technically, commercially or operationally feasible to supply the Service to you.

In some circumstances, your conduct may give us the right to suspend, cancel or restrict your Service. In some of these cases, we may cancel your Service without notice. Our CRA explains in further detail when we have the right to suspend, cancel or restrict your Service, and how much notice, if any, we need to give you.

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 days beforehand. If we make any change that is likely to have a detrimental impact on you that is not minor, you may cancel the affected Services without incurring any Break Fee by giving notice to us within 42 days after the date we notify you of the change.

If we make any change which will be detrimental to you, we will notify you by mail, email and/or a message on your next bill.

### Liability and Warranty

We provide the Service to you subject only to the terms, conditions and warranties contained in our CRA and any non-excludable rights you have under the Australian Consumer law, including in particular under any applicable Consumer Guarantees. Subject to the Consumer Guarantees, we aim to provide, but do not promise, continuous or fault-free service. For some services, we provide warranties that operate in addition to the Consumer Guarantees.

We exclude any liability to you for Consequential Loss suffered or incurred by you, except to the extent that you are entitled to recover your reasonably foreseeable loss under the Australian Consumer Law.

You indemnify us against any loss, damage, or costs (but excluding any Consequential Loss):

- relating to the use of the Service or equipment used in connection with the Service, arising out of your breach of the CRA or negligent acts or omissions; and
- in connection with the suspension or disconnection of your Service (except from events not caused by your default or conduct), including as a result of a claim made against us by any third party that relates to the suspension or disconnection of your Service.

### Complaint Handling

If you wish to make a complaint in relation to your Service, you must follow the complaint handling process described on our Website at:

iiNet:

[https://iihelp.iinet.net.au/complaints\\_escalation\\_process](https://iihelp.iinet.net.au/complaints_escalation_process);

Internode:

[http://www.internode.on.net/about/legal/complaints\\_handling/](http://www.internode.on.net/about/legal/complaints_handling/);

TransACT:

<http://www.transact.com.au/en-ACT/support/accounts/complaints>;

Westnet:

<http://www.westnet.com.au/legal/complaints-escalation-process.html>;

Adam:

<http://www.adam.com.au/legal>.

If your complaint is not adequately resolved you may lodge a complaint with the Telecommunications Industry Ombudsman (**TIO**) at [www.tio.com.au](http://www.tio.com.au). The TIO provides an independent dispute resolution scheme for small business and residential consumers in Australia.

### Fault Reporting

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 reported by you and no fault is found, or the fault turns out to be caused by Your Equipment, you may be charged an incorrect call-out fee as described in our Pricing Schedule.

### 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.

Part 5 of the CSG Standard allows for a service provider to propose that a customer waive their rights and protections and other performance standards to obtain a significant service benefit. Some of our services can only be offered to you on the basis that you waive your rights and protections under the CSG Standard so that we can provide you with a significant service benefit. See the relevant Service Description in our CRA for more information.

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 impose 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 iiNet 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 iiNet Entities. You can opt out of receiving marketing information by contacting us;
- disclose your Personal Information for the above purposes to or from credit reporting agencies or credit providers, another iiNet Entity, our employees, agents, contractors and suppliers, and other telecommunication and information service providers; and
- use the Service to communicate with you in relation to your account (including to notify you of your level of usage, remind you of unpaid invoices and to provide notice of Service suspension or cancellation). You acknowledge that by allowing third parties to access the Service you are consenting to the disclosure to those third parties of your Personal Information.

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 applies to of all our residential and business products and services including:

- internet products and services;
- telephony products and services;
- domains & hosting products and services;

- IPTV products and services;
- hardware and software products and services; and
- mobile phone products and services.