

SUMMARY OF THE STANDARD AGREEMENT FOR SUPPLY OF THE OPTUS LOCAL ACCESS RESALE SERVICE AND OPTUS LONG DISTANCE SERVICE AND THE OPTUS CABLE SERVICE AND THE AGREEMENT FOR OPTUS TELEVISION FEATURING FOXTEL (CONSUMER)

MARCH 2008

OPTUS NETWORKS PTY LIMITED ABN 92 008 570 330

IMPORTANT CUSTOMER INFORMATION YOUR RIGHTS AND OBLIGATIONS

OPTUS LOCAL, OPTUS LOCAL ACCESS RESALE, OPTUS LONG DISTANCE AND OPTUS CABLE SERVICES

The Optus Local, Optus Local Access Resale and Optus Long Distance Services are supplied to you by Optus Networks Pty Limited ABN 92 008 570 330 (us) the Optus Local Access Resale Service and the Optus Long Distance Service (the service).

The Optus Cable Service is supplied to you by Optus Internet Pty Limited (ABN 14 083 164 532). These services are provided to you on the terms of the Standard Form of Agreement (SFOA) for consumers for that service. The agreement contains full details of the service and the terms and conditions of supply of the service including charging, billing, term and cancellation. This document contains a brief description of the key terms of the agreement.

A copy of the agreement together with a more in-depth summary is available on our website at www.optus.com.au/standardagreements or on request.

OPTUS TELEVISION FEATURING FOXTEL

The Optus Television featuring FOXTEL Service is supplied to you by Optus Vision Pty Limited (ABN 50 066 518 821) as agent for Optus Vision Media Pty Limited (ABN 69 070 870 647). This service is provided to you on the terms of the Standard Optus Television Featuring FOXTEL terms for consumers on that service. The agreement contains full details of the service and the terms and conditions of supply of the service including charging, billing, term and cancellation. This document contains a brief description of the key terms of the agreement.

A copy of the agreement together with a more in-depth summary is available on our website at www.optus.com.au/standardagreements or on request.

YOU SHOULD CHECK THE TERMS OF THE AGREEMENTS CAREFULLY

DESCRIPTION OF THE SERVICES: The Optus Local, Optus Local Access Resale and Optus Long Distance Services allow you to make and receive calls from a phone located at your premises.

The Optus Cable Internet Service is a broadband Internet service and provides access to the Internet and related services.

The Optus Television featuring FOXTEL Service provides a selection of television channels via our network, including free to air channels; you with an opportunity to order and view pay per view or on demand programmes that we may offer from time to time; and you with an

opportunity to take advantage of certain interactive services that we may offer from time to time.

TERMS IN SERVICE DESCRIPTION FOR OPTUS TELEVISION FEATURING FOXTEL SERVICE THAT SUPERSEDE CONSUMER TERMS: Certain terms in the Service Description for the Optus Television featuring FOXTEL Service supersede the Consumer Terms that apply to that service. In summary these are:

- (1)** we will take reasonable care not to cause any damage to the premises when undertaking installations, inspections and maintenance of the service. Despite taking reasonable care, we may cause damage to the premises during the course of installation, inspection and maintenance of the service. If this happens we are not liable for that damage;
- (2)** our rights to change the agreement in the Services Description supersede those in the Consumer Terms;
- (3)** if you suspend your service under the Service Description you are not required to pay the access fees for the service during the duration of the suspension; and
- (4)** the definitions in the Service Description replace the definitions in the Consumer Terms to the extent that those definitions are inconsistent with those specified in the Consumer Terms.

SUMMARY OF CONSUMER TERMS

CHANGING THE AGREEMENT: We may change the agreement by: complying with the Telecommunications Legislation and, in those circumstances set out in the agreement only, by giving you 21 days notice in writing of the change and allowing you to cancel the service within 42 days of giving notice without paying fees or charges, other than those set out in the agreement.

PERSONAL INFORMATION: We may collect, use and disclose Personal Information about you for purposes related

- to the provision of credit and the services or products or services of other Optus group companies. If you do not supply the necessary information, we may refuse or limit credit or the service;
- to the supply of information about Optus group company products or services and products and services of other organisations. You may opt out of receiving communications not related to your account or legally required by contacting customer service;
- to supplying information to credit reporting enquiries, credit providers and related and unrelated third

parties, but only for the purposes set out above.

We may be required or permitted by law to collect, use or disclose your Personal Information from or to organisations such as the operator of the Integrated Public Number Database, emergency services organisations and law enforcement agencies. Subject to applicable law, you may access your Personal Information by contacting us. Our Privacy Policy is available at www.optus.com.au/privacy or by contacting Customer Service.

CHARGES (see Standard Pricing Table): You must pay all charges incurred for the service, even if you did not authorise its use, the service is unavailable or you are unable to access it. We may ask you to make a pre-payment usage charge or an interim good-faith payment. We may offer promotions or offers in connection with the service (Special). If you accept a Special, the price and terms of the Special will prevail until the Special expires and then the full terms of the agreement will apply.

PAYMENTS: If you do not pay your bill by the due date, we may charge you a late fee, suspend or cancel the service (in which case we may charge you a fee), engage a mercantile agent, institute legal proceedings against you and on-sell any unpaid amounts to a third party.

TAXES: Optus will charge you for taxes, including any GST for supplies made in connection with the service.

COMPLAINTS AND DISPUTES: If you have any complaint you may contact us. If we are unable to resolve your complaint you may take your complaint through other avenues, such as the TIO, ACCC or the Department of Fair Trading or Consumer Affairs in your state or territory.

SUSPENDING OR CANCELLING THE SERVICE:

Your right to cancel the service: You may cancel the service by giving 30 days notice or if we breach a material term of the agreement. If a fixed length agreement is not cancelled before the end of the minimum term the agreement will become a non-fixed length agreement.

Our right to suspend or cancel the service: Non-fixed length agreement: We may cancel the service at any time by giving you at least 30 days notice. **Non-fixed length agreement or a fixed length agreement:** We may suspend or cancel the service in a variety of

circumstances, including if: any amount owing to us is not paid by its due date and you do not pay that amount within 10 days of receiving notice from us, we reasonably consider you a credit risk, you breach a material term of this agreement, or as otherwise set out in the agreement. In addition, we may suspend the service if we need to repair or service any part of the network or if we believe there has been an unusually high use of the service.

What happens if the service is cancelled? You authorise us to use any over payment on your account/money paid in advance to pay for any undisputed outstanding charges. If there are no outstanding charges we will refund on a pro rata basis any over payment. If you are required to pay for the service by direct debit payment you authorise us to debit any undisputed outstanding charges (including cancellation fee) from your credit card or bank account.

If the service is cancelled during the minimum term of a fixed length agreement due to circumstances attributable to you, you must pay us the cancellation fee and if we then reinstate the service, you may have to pay a reconnection or reactivation fee.

What happens if the service is suspended? You must pay an access fee while the service is suspended. You may be entitled on request to a refund or a rebate of access fees for the suspension period if the suspension was not attributable to you. If it was attributable to you, you may have to pay us a suspension fee and, if you wish to reactivate the service, a reconnection or reactivation fee.

LIABILITY: Your liability to us: You are liable to us for any breach of the agreement causing foreseeable substantial loss to us. You are not liable to us for consequential loss which is not a result of something you have done.

Our liability to you: We accept liability to you in accordance with the Trade Practices Act and other laws. We may be liable to you in connection with the agreement and the supply or interruption of the service only to the extent provided in the agreement. We are not liable to you for consequential loss.

CUSTOMER SERVICE GUARANTEE: You may have certain rights and remedies under the Customer Service Guarantee. Further details available at www.acma.gov.au

PRIORITY ASSISTANCE: We do not offer Priority Assistance, however we offer Optus Special Assistance Service (OSAS). For details see www.optus.com.au/osas

TELSTRA'S AGREEMENT: Terms in Telstra's standard agreement.