

1. ABOUT THESE TERMS AND CONDITIONS

1.1 Under the Telecommunications Act 1997, SlimTel Pty Ltd ('SlimTel') may contract with its customers either on an individual basis or by way of a Standard Form of Agreement ('SFOA'). Slimtel has chosen to supply services to you by way of a SFOA. The Terms and conditions which constitute SlimTel's SFOA are set out below. When you obtain a consumer service from SlimTel, the following terms and conditions will apply to you.

1.2 The Slimtel SFOA is divided into the following sections:

- a. General Terms and Conditions; and
- b. Specific service Terms and Conditions which include the general features, types of charges, provisioning and maintenance which apply to a specific service.

1.3 To understand your rights and obligations you need to read the General Terms and Conditions, together with the Specific service Terms and Conditions which relate to the service which you have acquired from SlimTel.

1.4 To the extent that there is any inconsistency with the General Terms and Conditions and the Specific service Terms and Conditions, the Specific service Terms and Conditions apply.

1.5 When you sign up for a specific service plan with SlimTel, there will be terms and conditions relating to that specific service plan including details of the contract period, if any, and specific pricing details. These specific service plan terms and conditions are set out on <http://www.slimtel.com.au> and contain the details of the relevant service. You will also first have to agree to these terms and conditions:

- a. verbally if you sign up to a particular service via the telephone; or
- b. on the Slimtel webpage, before SlimTel will agree to provide you with that specific service. Your contract with SlimTel will also include the specific service plan terms and conditions.

2. BECOMING A SLIMTEL CUSTOMER

2.1 SlimTel decides whether to provide you a service based on:

- a. the service to be provided;
- b. your eligibility for the service;
- c. its availability to you; and
- d. you satisfying our credit requirements.

2.2. The contract between SlimTel and you begins when SlimTel accept your application for the supply of a service.

NO CONTRACT TERM FOR A SERVICE

2.3. If SlimTel provide a service to you without a fixed contract term, SlimTel will provide the service in accordance with this SFOA and the terms and conditions for the specific service plan until the service is cancelled under clause 10 below.

SERVICE WITH CONTRACT TERM

2.4. If SlimTel provide a service to you with a fixed contract term, SlimTel will provide the service to you in accordance with the SFOA and the terms and conditions for the specific service:

- a. for the fixed contract term; or
- b. until the specific service is cancelled under clause 10 below.

2.5. If neither you nor SlimTel cancel the specific service at the end of the fixed contract term or if the specific service is not cancelled under clause 10 below, SlimTel will continue to provide the service on a month to month basis in accordance with this SFOA and the Specific service Terms and Conditions.

2.6 If you do not wish to continue to use the specific service on a month-to-month basis after the end of the fixed contract term, you must provide SlimTel with 30 days' notice of your intention to cancel the specific service. SlimTel may notify you at least 45 days before the end of any fixed contract term to give you sufficient time to decide whether to continue the service on a month-to-month basis.

3. COMMUNICATION

3.1 SlimTel prefers to communicate with our customers by email or through our website. Unless you request printed invoices, for which SlimTel may charge a fee. SlimTel make invoices and other notices available through a password-protected secure account management page on our website at <http://www.slimtel.com.au> or a web form on our website for non-confidential information requests.

3.2 The presentation of bills or any other notices may be adversely affected by equipment or conditions beyond SlimTel's control. It is your responsibility to notify SlimTel if the presentation of any bill or notice sent to you is adversely affected. If you fail to pay an outstanding amount because of a presentation problem, SlimTel will provide a reasonable time to pay any outstanding balance after the presentation problem has been identified before SlimTel take any action under this contract. You will receive a Tax Invoice from Slimtel Pty Ltd as a Portable File Document (PDF) attachment in electronic format to your nominated email address.

3.3. If you acquire a service that includes a primary email address as part of that service, you agree that:

a. SlimTel may give you notices under this SFOA by sending an email to that address;

b. It is your responsibility to check your email regularly and make sure that your email facility is capable of receiving emails from SlimTel. (Please contact 1300 788840 Customer Care if you are having any difficulties) and;

c. the notice is deemed to have been delivered to you at the time that our email message leaves our computer system unless, with 24 hours of sending, SlimTel receive a notification that the email has not reached its destination. It is your responsibility to advise SlimTel if your email address has changed.

4. YOUR RESPONSIBILITIES

PAYMENT FOR SERVICE

4.1 You are responsible for and have to pay for any use of your service, whether you authorise it or not.

4.2. If you do not disconnect your service when you vacate your premises, you have to pay for any use of the service by later occupants or others. SlimTel therefore suggest that you make every effort to ensure the disconnection of your service when you vacate premises.

ACCESS TO PREMISES

4.3 SlimTel may need access to your premises. You agree to provide SlimTel safe access to your premises to:

- a. Install equipment for a service you have asked for;
- b. Inspect, test, maintain and repair or replace equipment; and
- c. Recover our equipment after your service is cancelled.

4.4 If you do not own your premises, you have to get the owner's permission for SlimTel to access the premises and install any equipment.

4.5 You owe SlimTel the value of our equipment as a debt due if SlimTel cannot access your premises to recover it.

5. USE OF THE SERVICE

5.1 Where the SFOA and/or the Specific service Terms and Conditions state that a service is provided for a particular purpose, you must only allow the service to be used for that purpose.

5.2 In some circumstances SlimTel may monitor usage of your service for excessive or unusual usage patterns, but SlimTel do not promise to do so. You are responsible for monitoring the use of the service. We may disconnect you without notice if it is considered harmful to the network.

5.3 You may not use a service to commit an offence or allow anybody else to do so.

5.4 You are responsible for ensuring that no one interferes with the operation of a service or makes it unsafe.

5.5 You must follow our reasonable instructions if SlimTel determine that your use of a service interferes, or threatens to interfere, with the efficiency of our network or our suppliers' networks.

5.6 You must follow our Fair Use Policy when using our services. This policy can be found at http://www.Slimtel.com.au/Fair_Use_Policy.pdf

5.7 In calculating usage, 1GB (Gigabyte) is equal to 1000MB (Megabytes) and 1MB is equal to 1000KB (Kilobytes).

6. LIABILITY

6.1 OUR LIABILITY TO YOU

a. As your service is provided to you for personal, domestic or household use, SlimTel do not accept liability for losses that result from the use of your service in connection with the conduct of a business;

b. SlimTel is liable to you for breach of contract or negligence under the principles applied by the courts, and subject to clause 6.2 below;

c. We are not liable for any loss to the extent that it is caused by you, for example through your negligence or breach of contract;

d. SlimTel are not liable for any loss to the extent that it results from your failure to take reasonable steps to avoid or minimise your loss; and

e. subject to clause 6.2 below, we are not liable for any loss caused by SlimTel failing to comply with SlimTel's obligations in relation to your service where that loss is caused by events outside SlimTel's reasonable control, such as failure in equipment that is not owned by SlimTel, an industrial strike or an act of God.

6.2 SlimTel's goods do not come with unconditional warranties under consumer protection legislation, including that they will be reasonably fit for their purpose and match any description or sample, and

SlimTel's services come with unconditional warranties that they will be rendered with due care and skill and be reasonably fit for their purpose. Subject to clause 6.1(c), you are entitled, at your option, to a refund, repair or replacement of the goods or service for a breach, and to compensation for any other loss.

YOUR LIABILITY TO SLIMTEL

6.3. You are liable to SlimTel for breach of contract or negligence under the principles applied by the courts. However, you are not liable to SlimTel for any loss to the extent that SlimTel causes it for example, through our negligence or breach of contract.

6.4 The provisions set out in clause 6 will continue unaffected by cancellation or suspension of your service.

7. MAINTENANCE & REPAIR OF SERVICES

GENERAL MAINTENANCE OF THE SERVICE

7.1 SlimTel will use reasonable care and skill in providing the services. Given the nature of telecommunications systems, including our reliance on systems, equipment and services that SlimTel do not own or control, SlimTel cannot promise that our services will be continuous and fault free. This does not affect your rights under the statutory warranties as described in clause 6.2.

MAINTAINING THE SERVICE

7.2 Unless SlimTel advise you otherwise, SlimTel maintain the services for as long as they are offered to you.

7.3 In certain circumstances SlimTel are required to repair any faults to the Slimtel home phone services within certain regulatory timeframes. For further details read the Customer service Guarantee

for Standard Telephone Services which can be found at
http://www.slimtel.com.au/Customer_Service_Guarantee.pdf

EQUIPMENT

7.4. Where you use equipment that does not belong to SlimTel in the course of using our service, you are responsible for maintaining and repairing that equipment. SlimTel will not be responsible for any faults resulting from your failure to maintain and repair that equipment. We may offer advice but are not liable for it.

7.5 Where your equipment causes a fault in your service that SlimTel need to repair, SlimTel may charge you a call-out fee and our reasonable charges for repairing the fault. SlimTel will advise you the amount of the call-out fee and the hourly rates SlimTel charge for repairing faults prior to SlimTel starting work.

7.6 You are responsible for any equipment at your premises, including any that belongs to SlimTel. You must pay SlimTel for any loss or damage to our equipment at your premises, excepting fair wear and tear.

YOUR EQUIPMENT

7.7 You must only connect equipment that complies with relevant technical standards and other relevant requirements. For these standards please visit the website of the Australian Communication and Media Authority - www.acma.gov.au

7.8 You must make any reasonable changes to your equipment when SlimTel ask you to do so to avoid any danger or interference.

7.9 You must advise SlimTel of any changes to your equipment and/or telecommunications services that may affect our ability to provide services to you.

8. CHARGES AND PAYMENT

CHARGES

8.1 The charges payable for our services are set out on SlimTel's web page and can be found at <http://www.slimtel.com.au>.

8.2 When you apply for a service from SlimTel, SlimTel will go through the charges for that specific service with you. Some of these charges will be fixed for the duration of a fixed contract term, for example monthly access fees. Some charges will be subject to change without notice, for example international calling charges. On occasion you will be required to pay a particular charge in advance.

8.3 If you use our service to access a service provided by someone else, and SlimTel are charged for that other service, you must pay SlimTel for that other service.

BILLS

8.4 You can access your current charges at any time using the account management tool available at <http://www.slimtel.com.au> or call or email.

8.5 SlimTel also issue bills setting out the charges for your services regularly and these bills are sent to you using an agreed billing notification method, however our preference is as a Portable File Document (PDF) attached to an email sent to your nominated email address.

8.6 There may be circumstances where for credit management and usage monitoring purposes SlimTel issue an interim bill.

8.7 SlimTel aim to include all charges relating to a billing period on a bill. Where that does not happen, bills may include charges from previous billing periods. SlimTel may not set out charges that were incurred more than 6 months prior to the date of a particular bill.

8.8 SlimTel aim to ensure that our bills are accurate and verifiable. Our records are sufficient proof that a charge is payable unless our records are shown to be incorrect.

DIRECT DEBIT AND CREDIT CARDS

8.9 SlimTel prefer to process payment for our services by way of debiting your credit card or direct debit account.

8.10 It is your responsibility to ensure that you have sufficient credit or funds available in your bank account or credit card to pay the bill.

LATE OR DISHONOURED PAYMENTS

8.11 If you do not pay a bill by its due date, SlimTel can charge you a late payment charge as set out in clause 8.18.

8.12 If you pay a bill by direct debit and the payment declines, you must also pay SlimTel all fees associated with the direct debit decline other than where SlimTel are at fault.

8.13 The administrative fees set out in this clause 8 attract GST.

8.14 SlimTel may also suspend or cancel your service provided SlimTel comply with our rights to suspend or cancel your service as set out in clause 10 below.

ADJUSTMENTS

8.15 SlimTel can pay you amounts SlimTel owe you by deducting them from amounts you owe SlimTel.

8.16 If you pay any charges in advance, for example monthly access fees, and they are varied or the service is cancelled, SlimTel will refund you any overpayment once you advise us in writing with remittance instructions and you have to pay SlimTel any underpayment. This clause does not detract from any obligations you may have to give notification to cancel a service, or to pay early termination fees where applicable.

GST

8.17 GST, if applicable, is included in all prices that SlimTel advertise. However, if there is an increase in the rate of GST, SlimTel will notify you and increase our prices accordingly.

CHARGES THAT APPLY TO ALL SERVICES

8.18 Administrative Charges may apply to Services supplied by SlimTel:

a. Printed invoices: If you wish to receive paper invoices from SlimTel, You will be charged a fee per invoice;

b. Payment by direct debit: If you pay SlimTel by means of direct debit from an Australian bank account, a service fee per transaction applies;

c. Direct debit declined charge: If a direct debit transaction is not processed successfully, except where caused by our error or the error of our supplier, a charge declined transaction will apply;

d. Late payment charge: Where you have not successfully made payment within at least 14 days after payment is due, a charge may apply; and

e. Debt Collection: Where a payment is due by more than 28 days and SlimTel refer the debt to our lawyers or a third party, a debt collection administration charge may apply.

8.19 The amount for our administrative charges can be found on our website at <http://www.slimtel.com.au>. In addition, SlimTel will have informed you of the exact charges for printed invoices and payment by direct debit at the time when you sign up to a Slimtel service for a fixed contract term. Any changes to the charges for printed invoices and payments by direct debit will be dealt with as a contract amendment in accordance with clause 11.

9. CREDIT CHECKS AND SECURITY BOND

CREDIT CHECKS

9.1 You authorise SlimTel to conduct credit checks and searches and to use the information obtained as a result of these checks and searches to assess your credit worthiness, so long as in doing so SlimTel comply with the Privacy Act.

SECURITY BOND

9.2 At any time, SlimTel can require you to provide some form of security, for example a security deposit, a charge or bank guarantee, or pay some or all of the charges for your service in advance. SlimTel will only do so if SlimTel have reasonable concerns about your credit worthiness or have reasonable grounds for believing that SlimTel may not be paid for the service. In the case of new services, SlimTel can refuse to provide you the new Services until SlimTel receive the security. In the case of existing Services, if you do not provide the security within 14 days of our request, SlimTel can restrict, suspend or cancel the service in addition to any other rights that SlimTel may have.

9.3 If you cancel all your services, SlimTel will return the security deposit or advance payment to you less any outstanding charges owing to SlimTel within a reasonable time.

9.4 Our acceptance of any form of security or advance payment does not affect any other rights or obligations under this SFOA.

10. CANCELLING OR SUSPENDING YOUR SERVICE

YOUR RIGHTS

10.1 You may cancel a service at any time by giving SlimTel 30 day's written notice of your intention to do so.

10.2 If you cancel your service before your fixed contract term for your service has expired, SlimTel can charge you an early termination fee. The amount of the early termination fee will depend on the service you acquire and when you terminate, and will be set out on the web page containing the plans for your service and in the specific service terms and conditions for your service at the time of signup. These can be found at <http://www.slimtel.com.au>. In addition, SlimTel will have informed you of the exact early termination fee at the time when you sign up to a Slimtel service for a fixed contract term.

10.3 If you cancel a service before SlimTel have provided it to you, SlimTel can charge you any reasonable costs SlimTel incurred while preparing to provide the service to you.

MATERIAL BREACH BY SLIMTEL

10.4 You may cancel your service at any time if:

a. SlimTel are in material breach of the SFOA, for example SlimTel fail to use reasonable care and skill in providing the service to you and you have written/documented proof this to be the case; and

b. You have told SlimTel in writing of our material breach and SlimTel have failed to remedy it within 14 days of your written notice; or

c. If the material breach is something SlimTel cannot remedy, in which case you can terminate the service immediately by telling SlimTel in writing.

10.5 SlimTel may not charge you an early termination fee if you cancel your service as a result of our material breach.

YOUR OTHER RIGHTS TO CANCEL

10.6 You can also cancel your service by providing SlimTel with reasonable notice if:

a. SlimTel becomes bankrupt or insolvent;

b. The law requires you to do so; or

c. the provision of the service becomes illegal.

10.7 SlimTel will not charge you an early termination fee if you cancel a service for the reasons set out in clause 10.6 above.

OUR RIGHTS

10.8 Where you acquire a service on a month by month basis SlimTel can cancel your service at any time if SlimTel:

a. Get your consent;

b. give you 30 days written notice, or as otherwise agreed between you and SlimTel; or

c. Migrate your service to a service that is not materially worse than your existing service.

10.9 Where you are a fixed contract term customer, SlimTel can cancel your service before the end of the fixed contract term at any time, if:

- a. SlimTel receive your consent to do so;
- b. SlimTel appropriately offset the effect of the cancellation on you, for example, by providing an appropriate credit or rebate to you;
- c. SlimTel migrate you to a service that is not materially worse than your existing service for the remainder of your fixed contract term; or
- d. SlimTel offer to migrate you to an alternative service for the remainder of your fixed contract term and SlimTel offset any material detrimental effects of the migration caused by any material differences between the cancelled service and the alternative service SlimTel offer.

10.10 If SlimTel cancel your service under clause 10.9 above, SlimTel will not charge you an early termination fee.

MATERIAL BREACH BY YOU

10.11 SlimTel can cancel your service at any time, if:

- a. You are in material breach of the SFOA; and b. SlimTel have notified you in writing of your material breach and you have failed to remedy it within 14 days of the date of the notification; or
- c. The material breach is something that cannot be remedied, in which case SlimTel reserve the right to cancel your service immediately.

10.12 You will be in material breach of the SFOA if you:

- a. Do not pay the Charges for the Services when they become due and payable as specified in clause 8 of the SFOA;
- b. Use Your service in a way which SlimTel reasonably believe is fraudulent, poses an unacceptable risk to our security or network capability or that of our suppliers or other customers, or is illegal, or to conduct a business; or
- c. Breach any of your obligations under the Slimtel Fair Use Policy

10.13 SlimTel can charge you any applicable early termination fee if SlimTel cancel your service under clause 10.12 above.

SUSPENSION OF YOUR SERVICE

10.14 SlimTel can suspend or restrict the provision of your service during the period before SlimTel cancel your service because you are in material breach of the SFOA. If you ask SlimTel to reconnect your service following suspension for failing to pay an account, you will have to pay SlimTel a reconnection fee. Even while suspended, you may terminate the service under clause 10.1 (subject to any early termination fee in accordance with clause 10.2), in which case SlimTel will not charge you for (and rebate if necessary) any fixed fees during the period of suspension.

10.15 If any suspension lasts for more than 7 days, SlimTel will not charge you any fixed fees during the period of suspension, but SlimTel may charge you a reconnection fee to restore your service.

OUR RIGHTS TO CANCEL, SUSPEND OR RESTRICT

YOUR SERVICE

10.16 SlimTel can cancel, suspend or restrict your service by providing you with reasonable notice if:

- a. the law requires SlimTel to do so;
- b. the service becomes illegal or SlimTel believe on reasonable grounds that it may become illegal;
- c. You die;
- d. there is an emergency that affects our ability to provide the service;
- e. SlimTel are unable to provide the service to You due to events outside our reasonable control, such as failure in equipment that is not owned or operated by SlimTel, an industrial strike or an act of God; or
- f. SlimTel reasonably believes that providing the service may cause death, personal injury or damage to property.

10.17 SlimTel will not charge you for (and will rebate if necessary) any fixed fees during any period of suspension under clause 10.16 exceeding 24 hours. SlimTel will not charge you any applicable early termination fee if SlimTel cancel your service under clause 10.16 above.

10.18 You may also terminate your service without incurring an early termination fee if suspensions under clause 10.16, or interruptions of the service:

- a. last for 5 consecutive days ; or
- b. over a 12 month period amount to a total of 14 days.

10.19 SlimTel can also cancel, suspend or restrict your service by providing you with reasonable notice if:

a. SlimTel cannot enter your premises because of your act or omission when SlimTel need to do something in connection with the service in order to supply the service or make the service or related equipment safe;

b. You become bankrupt or insolvent or reasonably appear likely to do so;

c. You vacate the premises to which the service is connected;

d. There is excessive or unusual use of the service that is in breach of any Slimtel Fair Use Policy that applies to the service; or

e. SlimTel reasonably consider that you pose an unacceptably high credit risk to SlimTel.

10.20 SlimTel can charge you any applicable early termination fee if SlimTel cancel your service under clause 10.19 above.

10.21 If termination occurs under clause 10.19(c) when You leave premises to which the service is connected, SlimTel will waive the early termination fee if SlimTel are able to provide an equivalent service from your new premises that does not require SlimTel to pay a new establishment fee to our supplier, and you agree to receive the service at the new premises. If SlimTel cannot supply such a service from the new premises but you agree to receive a similar service that requires SlimTel to pay a new establishment fee to our supplier, SlimTel will reduce the early termination fee to take into account any minimum commitment you make in connection with the new service.

10.22 If SlimTel suspend or restrict your service under clause 10.19, you may terminate the service under clause 10.1 (subject to any early termination fee in accordance with clause 10.2) in which case SlimTel will not charge you for (and rebate if necessary) any fixed fees during the period of suspension.

MAINTENANCE AND REPAIR WORK

10.23 SlimTel can suspend or restrict your service temporarily if SlimTel reasonably believe it is desirable to do so in order to maintain or restore part of a third party supplier's network. SlimTel will try to perform maintenance and repair work at times that will cause the least inconvenience to our customers. SlimTel will not charge you for (and will rebate if necessary) any fixed fees during any period of suspension exceeding 24 hours. If SlimTel have no alternative but to cancel your service due to necessary maintenance or restoration of any part of a third party supplier's network, SlimTel will not charge you any applicable early termination fees. you have the right to terminate the services if any of the events in clause 10.18 arise.

IF YOU USE THE SERVICE FOR BUSINESS PURPOSES

10.24 SlimTel will provide the service to you on the condition that your use of the service is for personal, household or domestic purposes unless the plan states this to be the case. If SlimTel reasonably believe or you notify SlimTel that you are using the service for any business purposes, SlimTel can ask you to cancel the service and contract with SlimTel for the supply of a suitable business service. If you do not agree to cancel the service and contract with SlimTel for the supply of a suitable business service, SlimTel can cancel your service by providing you with 30 days written notice and charge you any applicable early termination fee.

REFUNDS OF PREPAYMENTS

10.25 If your service is cancelled under this clause 10, SlimTel will refund to you any unused portion of your monthly access fee if this has been paid in advance and any other amount you have prepaid. However, SlimTel can deduct from your refund any amounts that you owe to SlimTel. This clause 10.25 does not detract from any obligations you may have to give written notification to cancel a service, or to pay early termination fees where applicable. However you must apply in writing with remittance details to receive the refund.

11. AMENDING THESE TERMS AND CONDITIONS

FIXED CONTRACT TERM CUSTOMERS

11.1 Your monthly access fee, minimum monthly fee, or any early termination fee applies for the term of your fixed contract term and SlimTel cannot change these without informing you.

11.2 In all other circumstances, SlimTel may amend these terms and conditions as set out bellow.

CHANGES THAT BENEFIT YOU

11.3 If SlimTel reasonably believe that the amendment to the SFOA will benefit you or have a neutral impact on you SlimTel can make the amendment immediately. For example, SlimTel do not have to give a period of notice to you when SlimTel reduce call rates or increase our obligations to you. SlimTel will take reasonable steps to bring the general nature of such changes to your attention.

CHANGES THAT MAY ADVERSELY IMPACT YOU

11.4 Where SlimTel reasonably believe that the amendment to the SFOA will have a minor impact on you, SlimTel will give you 30 days written notice of the change being implemented by bill message, direct mail or email. SlimTel will use this method of notification for example where SlimTel withdraw a minor feature of a service.

11.5 If the change referred to in clause 11.4 above will have more than a minor impact on you, SlimTel may allow you to cancel the contract without incurring any early termination fees.

11.6 Where SlimTel reasonably consider that an amendment to the SFOA will result in more than a minor detrimental impact to you, SlimTel will give you individual notice 21 days prior to the amendment taking affect by bill message, bill insert, direct mail or email, if you have provided an email address for the purpose of receiving notices from SlimTel.


11.7 If any amendment to the SFOA would have a material adverse impact on you, you may elect to cancel your service without incurring any early termination fees or other penalty and without being bound by the change.

SPECIFIC SERVICE TERMS & CONDITIONS

FIXED LINE SERVICES

1. AVAILABLE FIXED LINE SERVICES

When you purchase fixed line services from SlimTel, you may have the option of purchasing:

- a. Our Full service product: SlimTel provide a standard telephone service and all calls from that service (including long distance calls and calls to mobiles); or
- b. Our Pre-select product, which includes long distance calls, calls to mobile numbers and international calls  this means that SlimTel provide the specific pre-selected Services that you choose but the provider of your standard telephone service does not change, ('Fixed Line service')

2. WHAT IS A STANDARD TELEPHONE SERVICE?

A standard telephone service includes line rental, a telephone number, a telephone directory listing and making and receiving local and long distance calls ('Standard Telephone service').

3. WHO CAN SIGN UP TO A FIXED LINE SERVICE?

Only an occupier of premises, or their authorized representative, may sign up to a Standard Telephone service. SlimTel may require evidence, such as a rental agreement, contract of sale, or similar document, to confirm that you have the right to arrange for the connection of a Fixed Line service.

4. WHAT FEATURES ARE AVAILABLE WITH A STANDARD TELEPHONE SERVICE?

There are a number of enhanced call handling and other features available. More information on such features may be available from our website.

5. TELEPHONE NUMBERS AND PINS

- a. The Telecommunications Numbering Plan sets out rules for issuing, transferring and changing telephone numbers. SlimTel must comply with the Telecommunications Numbering Plan. In using your

service, you must not do anything that would be inconsistent with the Telecommunications Numbering Plan or that would adversely affect our ability to comply.

b. You do not own or have any legal interest or goodwill in any telephone number or personal identification number ('PIN') issued to you. You are entitled to continue to use any telephone number SlimTel issue to you, except in circumstances where the Telecommunications Numbering Plan allows SlimTel to recover the number from you.

c. You can transfer a telephone number or PIN to another person if you get our consent first.

d. Because you have to pay for any use of your service (whether you authorise it or not), SlimTel recommend you protect the security of any PIN used with your service.

e. For a service where usage is associated with a PIN, SlimTel can change the telephone number that you use to access that service. However, we will tell you of the change before it take effect. Once the telephone number for accessing that service is changed, it is important that you use the changed telephone number, as you may not be able to access that service using the old telephone number.

6. MOVING YOUR NUMBER TO SLIMTEL

You are normally able to retain your existing telephone number when you change service providers. If you wish to retain your existing telephone number you acknowledge that:

a. You are authorised to request the porting of the telephone number to SlimTel;

b. By porting the telephone number to SlimTel, the Fixed Line service and/or any related Services associated with that telephone number may or may not be disconnected from your previous service provider, and may result in finalization of the account for that service;

c. For the purposes of porting your telephone number, call and message routing, fault management and fraud prevention, you permit SlimTel to disclose relevant details set out above to other service providers; and

d) Although you have the right to port the telephone number:

(i) There may be costs and obligations associated with your previous Fixed Line service and the porting of the telephone number;

(ii) If you have an existing long term contract with your previous service provider you may be obliged to make early termination payments to that service provider;

(iii) Porting may be unsuccessful or delayed if you fail to provide full and accurate details to SlimTel, or if you cancel your Fixed Line service with your previous service supplier before the port cutover date;

(iv) If another service provider raises a proper charge with SlimTel relating to a service it provided to you before the porting of your telephone number to SlimTel, SlimTel will advise you accordingly and you must pay the other service provider that amount. If you dispute the amount claimed, you must notify SlimTel in writing. You may also be liable to pay to SlimTel or your previous service provider charges relating to disputes or investigations by SlimTel or your previous supplier arising out of the transfer of your Fixed Line service to SlimTel;

(v) SlimTel will not accept any liability for any amounts owing by you to another service provider for Services associated with the telephone number prior to the date on which SlimTel port your telephone number to SlimTel; and

(vi) You hereby authorise SlimTel to take all reasonable steps necessary to port your telephone number.

7. PREMIUM SERVICES

Premium services are content, voice and data services offered by third party providers ('Premium Services'). Due to the potential credit risk associated with Premium Services, SlimTel reserve the right to bar access to Premium Services by default. If you wish to gain access to Premium Services you need to contact our call center on 1300 788840. If SlimTel agree to unbar Premium Services, there may be a delay of up to 7 days until access to the Premium Services are made available.

8. INTERIM CHARGES

FOR CREDIT MANAGEMENT PURPOSES:

a. In this clause, a reference to contact means that SlimTel will send you an SMS and/or an email, provided SlimTel have your mobile and email details ('Contact'). If SlimTel have neither, SlimTel will attempt to telephone you.

b. Where you incur excess or usage charges that are more than four times the monthly plan fee (or \$400, whichever is less), SlimTel will contact you (and also send a letter if SlimTel do not have an email address for you) advising you of this fact and of the further thresholds set out below.

c. Where you incur excess or usage charges that are more than six times the monthly plan fee (or \$500, whichever is less), then SlimTel will contact you and inform you as follows:

(i) If you are paying by credit card, SlimTel will debit your card for all excess and usage charges the following day; or

(ii) If you are paying by direct debit from a bank account, you must make cleared payment to SlimTel for all excess and usage charges within one day.

d. If payment is not made or received as described above, SlimTel may suspend all or part of your Services until such payment is made.

e. Where you incur excess or usage Charges that are more than eight times the monthly plan fee (or \$1000 whichever is less) then SlimTel will immediately:

(i) If you are paying by credit card, debit your card for all excess and usage charges and SlimTel may suspend all or part of your service If the debit transaction is not successful; or

(ii) If you are paying by direct debit from a bank account SlimTel may immediately suspend all or part of your service until payment in cleared funds is received; and

(iii) Contact you to inform you of the situation, confirm any suspension of service that has been imposed, and give you an opportunity to make payment.

f. If your level of excess and usage charges reaches more than one of these thresholds on the same day, SlimTel will apply the procedures that apply to the higher threshold. For example, if your excess and usage charges reach both four and six times your monthly plan fee on the same day, the procedures in paragraph (c) above will apply.

9. RESPONSIBILITY OF CHARGES

You are responsible for paying all charges relating to your Fixed Line service even if you did not personally make all the telephone calls from that service nor authorise those calls. Details of the charges for Fixed Line Services can be found at <http://www.slimtel.com.au>. SlimTel will also detail the relevant charges applicable to your Fixed Line service when you sign up for this service.

10. EARLY TERMINATION FEE IF APPLICABLE

If you cancel the Fixed Line service before your fixed contract term for your service has expired, SlimTel can charge an early termination fee. Details of when the early termination fee will be applicable are set out in clause 10 of the SFOA.

11. ABOUT PRE-SELECTION AND OVER-RIDE CALLS

If you are a Full service product customer who has contracted to obtain a Fixed Line service for a fixed contract term, you must not pre-select any calls, including international calls to mobiles ('Pre-selected Services') to a different service provider. If you do acquire Pre-selected Services from a different service provider during the fixed contract term, then SlimTel may at our option:

a. treat the fact that you have pre-selected certain Services to a different service provider as an election by you to terminate your Fixed Line service and your agreement with Slimtel for the supply of that service, in which case any applicable early termination fee or cancellation charges may apply;

B. reverse the Pre-selected Services from the different service provider and continue providing the Fixed Line service to you; or

c. continues providing you with local call Services only in accordance with our standard rates and conditions. Our standard rates are usually higher than the rates charged to customers on a fixed contract term.

MOBILE PHONE SERVICES

1. AVAILABLE MOBILE PHONE SERVICES

Details about SlimTel Mobile Phone and associated services together with the terms and conditions relating to specific mobile phone plans are available on our website and can be located at <http://www.slimtel.com.au>. The following terms and conditions apply to all SlimTel Mobile Phone and associated Services.

2. SIM CARDS

SlimTel will provide you with a SIM card so that you can access your Mobile Phone service. All SIM cards remain our property. You agree to the following conditions in relation to any SIM card which SlimTel provide to you:

a. SlimTel may require you to comply with SIM card activation procedures in order to protect you against unauthorised use of a SIM card;

b. you must take all reasonable care to keep the SIM card in a safe and good condition;

c. you must immediately return the SIM card to SlimTel on demand, or if SlimTel suspend or terminate your Mobile Phone service in accordance with clause 10 of our SFOA;

d. If you fail to return the SIM card to SlimTel within 30 days of our demand, or date of suspension or termination of your Mobile Phone service, you must pay our standard SIM Card replacement fee;

e. you must notify SlimTel immediately if any SIM card is lost, stolen or destroyed, even if you have not yet activated the SIM card. You will be liable for all Charges attributed to any SIM card supplied to you until such time as you have notified SlimTel of the theft, loss or destruction of such SIM Card; and

you must obtain our express authorisation, which may be conditional upon the lodgement of a security deposit, to use the SIM card in countries outside of Australia. Using your SIM Card outside of Australia requires SlimTel to activate our mobile phone roaming service ('Roaming service'). The Roaming service includes charges for incoming calls at a rate set by the mobile phone supplier of the country in which you receive the calls and a forwarding charge to all incoming calls forwarded by SlimTel to your mobile phone. Details of the Roaming service Charges can be found on our website at <http://www.slimtel.com.au>.

3. MOBILE NUMBER PORTABILITY

3.1 You are normally able to retain your existing mobile number when you change mobile service providers. If you wish to retain your existing mobile number you acknowledge that:

a. You are authorised to request the porting of the mobile number to SlimTel; or you have written authorisation to port this number from the owner.

b. By porting the mobile number to SlimTel, the mobile service and/ or any related services associated with that mobile number may or may not be disconnected from your previous mobile service provider, and may result in finalisation of the account for that service; and

c. For the purposes of porting your mobile number, call and message routing, fault management and fraud prevention, you permit SlimTel to disclose relevant details set out above to other service providers.

3.2 Although you have the right to port the mobile number:

a. There may be costs and obligations associated with your previous mobile service and the porting of the mobile number;

b. If you have an existing long term contract with your previous mobile service provider you may be obliged to make early termination payments to that provider;

c. Porting may be unsuccessful or delayed if you fail to provide full and accurate details to SlimTel, or if you cancel your mobile service with your previous service provider before the port cutover date;

d. If another service provider raises a proper charge with SlimTel relating to a service it provided to you before the porting of your mobile number to SlimTel, SlimTel will advise you accordingly and you must pay the other supplier that amount. If you dispute the amount claimed, you must notify SlimTel in writing. You may also be liable to pay to SlimTel or your previous service provider charges relating to disputes or investigations by SlimTel or your previous service provider arising out of the transfer of your mobile phone service to SlimTel;

e. SlimTel will not accept any liability for any amounts owing by you to another service provider for services associated with the mobile number prior to the date on which SlimTel port your mobile number to SlimTel; and

f. You hereby authorise SlimTel to take all reasonable steps necessary to port your mobile number.

g. You acknowledge you have taken reasonable steps to check the coverage via the SlimTel website for the network product you have chosen.

4. MOBILE PHONES AND ACCESSORIES

4.1 You can buy mobile phone handsets ('Handsets') and accessories from SlimTel. Information about the make of Handset and accessories together with specific terms and conditions and prices relating thereto can be found on our website at <http://www.slimtel.com.au>. Title to any Handset and/or accessory purchased from SlimTel will only pass once SlimTel receive the full amount payable for such Handset and accessory. Risk in each Handset and/or accessory passes to you on delivery.

4.2 **Warranty:** If you receive a faulty or dead mobile handset on delivery, please contact Slimtel immediately and SlimTel will arrange to replace the handset or give you a full refund if you prefer. If a product defect becomes apparent within 14 days of the date of invoice, please contact Slimtel immediately and SlimTel will arrange to replace the handset or give you a full refund if you prefer or send the phone for repair/replacement. You acknowledge each manufacturer has different processes and procedures in regards to warranty claims and SlimTel will advise of these. SlimTel may reject your claim if it does not fit in with the Manufacturer's guidelines for replacement and/or refund.

4.3 Manufacturer's warranty: If the handset becomes faulty outside the 14 day period but within the manufacturer's warranty period, you may return the handset to the manufacturer's authorised repair center at your own cost. It is the responsibility of the manufacturer to repair or replace the handset according to the terms of its warranty. In addition to any manufacturer's warranty, you may still contact SlimTel if you believe there is a breach of the statutory warranties described below.

4.4 Statutory warranties: In addition to any manufacturer's warranty, our goods come with unconditional warranties under consumer protection legislation including that they will be of merchantable quality, reasonably fit for their purpose and match any description or sample.

5. INTERIM CHARGES

FOR CREDIT MANAGEMENT PURPOSES:

a. In this clause, a reference to contact means that SlimTel will send you an SMS and an email, provided SlimTel have your mobile and email details ('Contact'). If SlimTel have neither, SlimTel will attempt to telephone you.

b. Where you incur excess or usage charges that are more than twice the monthly plan fee SlimTel will contact you (and also send a letter if SlimTel do not have an email address for you) advising you of this fact and of the further thresholds set out below.

c. Where you incur excess or usage charges that are more than four times the monthly plan fee (or \$400, whichever is less) then SlimTel will contact you and inform you as follows:

(i) If you are paying by credit card, SlimTel will debit your card for all excess and usage charges the following day; or

(ii) If you are paying by direct debit from a bank account, you must make cleared payment to SlimTel for all excess and usage charges within one day. If payment is not made or received as described above, SlimTel may suspend all or part of your services until such payment is made.

d. Where you incur excess or usage charges that are more than six times the monthly plan fee (or \$500, whichever is less) then SlimTel will immediately:

(i) If you are paying by credit card, debit your card for all excess and usage charges and SlimTel may suspend all or part of your service if the debit transaction is not successful; or

(ii) If you are paying by direct debit from a bank account SlimTel may immediately suspend all or part of your service until payment in cleared funds is received; and

(iii) Contact you to inform you of the situation, confirm any suspension of service that has been imposed, and give you an opportunity to make payment.

e. If your level of excess and usage charges reaches more than one of these thresholds on the same day, SlimTel will apply the procedures that apply to the higher threshold. For example, if your excess and usage charges reach both four and six times your monthly plan fee on the same day, the procedures in paragraph (d) above will apply.

6. UNREASONABLE USE

6.1 You must follow our Fair Use Policy when using the Our Mobile Phone Services. This policy can be found at http://www.slimtel.com.au/Fair_Use_Policy.pdf

6.2 SlimTel further reserve the right to terminate your Mobile Phone service if you do any of the following without our written permission, which can be withheld at our sole discretion:

a. Make or receive calls or send or receive content using the Mobile Phone service other than for your own personal use;

b. Wholesale any service, including transit, re-file or aggregate domestic or international traffic;

c. Use the service, including any SIM card, in connection with a device that switches or reroutes calls to or from our network or the network of any supplier;

d. Use the service or a value added service feature to switch devices which overcome the time cap on free or flat call rates, thus keeping a line open potentially for hours and limiting the ability of other customer to access our network or the network of our supplier; or

e. Materially breach our Fair Use Policy

7. RESPONSIBILITY FOR CHARGES

You are responsible for paying all Charges relating to your Mobile Phone service even if you did not personally authorise the services that incurred the charges. Details of the charges for our Mobile Phone Services can be found at <http://www.slimtel.com.au>. SlimTel will also detail the relevant charges applicable to your Mobile Phone service when you sign up for this service.

8. EARLY TERMINATION FEE IF APPLICABLE

If you cancel the Mobile Phone service before the term of any fixed contract term for your service has expired, SlimTel can charge an early termination fee equal to the monthly fixed charge for each month remaining in your term or \$400, whichever is less. If you have received a discounted Handset on your Mobile Phone service plan, then you may be liable for further early termination fees. The terms and conditions relating to your specific Mobile Phone service will set out whether any such early termination fees are applicable.

See <http://www.slimtel.com> for this information. Details of when the early termination fee will be applicable are set out in clause 10 of the General Terms and Conditions.

INTERNET SERVICE TERMS & CONDITIONS

1. PROVISION OF SERVICES

1.1 SlimTel provides Slimtel Broadband and Slimtel Mobile Wireless Broadband Internet Services ('Slimtel Internet service'). If you order a Slimtel Broadband or Slimtel Mobile Wireless Broadband service, SlimTel will provide the service to you from the date that the service is provisioned.

1.2 Details about Slimtel Internet service and associated Services together with the terms and conditions relating to specific Internet plans are available on our website and can be located at <http://www.slimtel.com.au>. The following terms and conditions apply to Slimtel Internet service and associated Services.

2. YOUR OBLIGATIONS WHEN USING A SLIMTEL INTERNET SERVICE

2.1 You must comply with SlimTel's Fair Use Policy when using a Slimtel Internet service. This policy can be found at http://www.Slimtel.com.au/Fair_Use_Policy.pdf

2.2 You must comply with all our reasonable directions regarding the access and use of the Slimtel Internet service.

2.3 You warrant that in accessing and using the Slimtel Internet service, you will only use software that you are legally entitled to use.

2.4 You acknowledge that SlimTel do not and cannot in any way supervise, edit or control the content and form of any information or data accessed through the Slimtel Internet service and SlimTel will not be held responsible in any way for any content or information accessed via the Slimtel Internet service, except where SlimTel actually provide such content or information.

2.5 SlimTel disclaims all or any liability for any material on the Internet that you may find offensive, upsetting, defamatory or personally offensive.

2.6 You must not access, nor permit any other party to access, the Slimtel Internet service for any purpose or activity of an illegal or fraudulent nature.

2.7 You must not reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any information accessed through or received from the Slimtel Internet service that would infringe the intellectual property rights of any person.

2.8 The statutory warranties described in clause 6.2 of the General Terms and Conditions of the SFOA apply to Slimtel Internet Services SlimTel provide, but SlimTel strongly encourage you to prepare and maintain sufficient back-up files and data storage capacity for all your data including electronic messages.

2.9 SlimTel has no responsibility to provide training in the use of any Slimtel Internet service and/or related applications.

3. IP ADDRESSES

Any IP addresses allotted to you by SlimTel, whether as a static address or dynamically allocated:

a. Remains our sole property;

- b. May be changed or revoked by SlimTel at our sole discretion at any time; and
- c. Is not transferable.

4. SLIMTEL BROADBAND TERMS AND CONDITIONS

4.1 In order for SlimTel to provide you with the Slimtel Broadband service, you need to do the following:

- a. ensure your computer is configured for ADSL connections;
- b. ensure that you keep your account information, password, data and Equipment secure;
- c. regularly check the default email address that SlimTel have allocated to you for messages about your Slimtel Broadband service;
- d. ensure that any other people to whom you provide access to the Slimtel Broadband service comply with Our Acceptable Usage Policy; and
- e. ensure that any equipment provided by you does not damage the Slimtel Broadband service or any transmission facilities.
- f. You have complied with the SlimTel website in ensuring you having adequate coverage.

4.2 The ADSL service works off a fixed telephone line and as such can sometimes affect the fixed telephone line. You warrant that:

- a. You are the legal lessee of the standard fixed telephone service to which the SlimTel Broadband Service will be connected; and
- b. If you are not the legal lessee of the relevant fixed telephone service, you have obtained the written legal lessee's permission to connect the SlimTel Broadband Service.

4.3 If your SlimTel Broadband Service is provided concurrently with an active phone service, you acknowledge that:

- a. If the relevant telephone service is disconnected your Slimtel Broadband service may be disconnected, and this agreement terminated, in which case you may be liable to pay SlimTel a cancellation fee or early termination fee, if any such fee is applicable to your service;



b. The installation of your Slimtel Broadband service may cause minor disruptions to the relevant telephone service;

c. The installation of the Slimtel Broadband service may interfere with other services you receive, such as back-to base security monitoring services. It may be necessary to install additional Equipment such as a central line splitter, filter and Network termination device, to ensure that these services continue to operate when a Slimtel Broadband service has been installed. you must inform any provider of monitoring services that installation of the Slimtel Broadband service may cause temporary interruption of monitoring services and that installation of additional Equipment may be required;

d. There may be minor disruptions to your Slimtel Broadband service; and

e. You may not be able to access some other products and services that are incompatible with your Slimtel Broadband service.

4.4 If SlimTel fail to bring the possibility that these impacts may occur to your attention when you sign up, SlimTel will permit you to terminate the Slimtel Broadband service without any early termination fees within 30 days of sign-up if you are adversely affected as a result of any of these events.

4.5 If your Slimtel Broadband service is not provided concurrently with an active phone service (this is known as a Naked DSL service), you acknowledge that:

a. Your telephone service will no longer be available for use for telephone calls; and

b. If at any future time the Slimtel Broadband Naked DSL service is disconnected, a new telephone connection fee may apply to access a standard telephone service from those premises

4.6 If you move premises then clause 10.20 of Our SFOA applies.

5. SLIMTEL MOBILE WIRELESS BROADBAND

SERVICE TERMS AND CONDITIONS

5.1 The Slimtel Mobile Wireless Broadband service is a broadband Internet service and provides access to the internet and other data related services from your personal computer or laptop computer via a wireless connection in areas covered by the Vodafone or Optus Mobile 3G/HSDPA and GSM

Networks. The service is only available to customers within the Vodafone or Optus 3G/HSDPA or GSM coverage areas and is subject to network availability.

5.2 In areas that the Slimtel Mobile Wireless Broadband service is available, Slimtel does not warrant that:

a. The Slimtel Mobile Wireless Broadband service is available in each place within an area where there is coverage;

b. drop-outs will not occur;

c. There will be no delays in transferring data when switching between bearer and Networks;
and

d. there will be no congestion on the Network.

5.3 The speed of data transmitted using the Slimtel Mobile Wireless Broadband service will vary depending on the following factors:

a. Whether you are located in an area covered by the 3G/HSDPA Network or GSM Network;

b. The number of users sharing the Network; c. The computer hardware and software used by you;

d. General activity on the Internet; and

e. Speed and capacity of the server being accessed.

5.4 The Slimtel Mobile Wireless Broadband service is only available for use with a Slimtel supplied SIM card and wireless data device. Slimtel may supply the wireless data device or you may use your own wireless data device if it is approved for use on the Vodafone and Optus 3G/HSDPA or GSM Networks.

5.5 If SlimTel supply the wireless data device SlimTel may charge you an upfront fee or monthly fee for the device. Please check the pricing plan to find out which charges apply for the supply of the wireless data device. SlimTel will deliver the wireless data device and your service will be activated within 7 days after you have ordered and paid the initial payment for your Slimtel Mobile Wireless Broadband service.

5.6 If you use your own wireless data device to access the service, the operation of the device, and any repairs to it, are your responsibility.

6. SIM CARDS AND SOFTWARE

6.1 SlimTel will provide you with a SIM card so that you can access your Slimtel Mobile Wireless Broadband service. All SIM cards remain our property. You agree to the following conditions in relation to any SIM card which SlimTel provide to you:

- a. SlimTel may require you to comply with SIM card activation procedures in order to protect you against unauthorised use of a SIM card;
- b. You must take all reasonable care to keep the SIM card in a safe and good condition;
- c. You must immediately return the SIM card to SlimTel on demand, or if SlimTel suspend or terminate your Slimtel Mobile Wireless Broadband service in accordance with clause 10 of Our SFOA;
- d. If you fail to return the SIM card to SlimTel within 30 days of our demand, or date of suspension or termination of your Slimtel Mobile Wireless Broadband service, you must pay our standard SIM Card replacement fee; and
- e. You must notify SlimTel immediately if any SIM card is lost, stolen or destroyed, even if you have not yet activated the SIM card. You will be liable for all charges attributed to any SIM card supplied to you until such time as you have notified SlimTel of the theft, loss or destruction of such SIM card.

6.2 SIMs on which the Slimtel Mobile Wireless Broadband service is activated are only permitted to be used inside a Roamer Device.

6.3 If a SIM is used in another device to access voice or data services ('Non-Permitted Usage'):

- a. SlimTel may charge you the current rates at which those Services are supplied to our customers; and
- b. Any data usage will count as part of any monthly or per hour usage allowance in respect of the Slimtel Mobile Wireless Broadband service.

SOFTWARE

7.4 Where SlimTel provide Software for the Slimtel Mobile Wireless Broadband service, SlimTel do not make any warranty or representation (other than under clause 6.2 of the General Terms and Conditions of the SFOA) regarding the performance of the Software as it operates on your computer. You agree not to make a claim against SlimTel in respect of the Software or its performance, except where SlimTel are liable under clause 6.2 of the General Terms and conditions.

7.5 The Software may not be compatible with some operating systems, including versions of operating systems older than Microsoft Windows XP SP2 and Macintosh OS 10.4 operating systems. If SlimTel fail to bring the compatibility requirements of the Software to your attention when you sign up, SlimTel will permit you to terminate the Slimtel Mobile Wireless Broadband service without any early termination fees within 30 days of sign-up if you are adversely affected as a result of Software being incompatible with your operating system.

7.6 You must not disassemble, decompile or reverse engineer any software provided by SlimTel in relation to the Slimtel Mobile Wireless Broadband service.