

TC COMMUNICATIONS PTY LTD
(A.B.N. 19 090 853 080)
TERMS AND CONDITIONS OF TRADE OF AIRTIME SERVICES

The following Terms and Conditions apply to any Subscriber using Airtime Services provided by TC Communications Pty Ltd.

Acceptance and Connection to the Service

1.1 The agreement shall commence upon acceptance by TC Communications of the Service Application Form and shall continue until written notification of termination by the Subscriber or cancelled by TC Communications.

1.2 Acceptance is subject to TC Communications' sole discretion and TC may request a security deposit before acceptance. This deposit will be refunded upon termination provided all outstanding charges are paid.

1.3 Provision of services is subject to the correct completion of the Subscriber Application Form and compliance with TC's payment terms by the Subscriber.

1.4 TC is reliant on the quality of the service delivered by the network owner. Please refer to their statement on reliability for further information. From time to time, these services may be affected by terrain, atmospheric conditions and other interference.

1.5 TC Communications reserves the right to bar the services should payment be outside the terms agreed in writing.

1.6 TC retains the right to assign or novate all or part of its obligations under the contract to their service provider. For the purposes of novation the Subscriber terms will be no less favourable to the Subscriber than the terms in existence immediately prior to novation. The Subscriber is bound to the duration of the contract term.

1.7 The Subscriber consents to allow TC to disclose the Subscriber details as required in order to facilitate the supply of services in accordance with the Privacy Act 1988 (Cth).

Airtime Charges

2.1 TC Communications will raise charges on a monthly basis. Monthly Subscriptions may be billed in advance, whereas traffic charges will cover the preceding month. It is possible that some traffic will not be available at the time of invoicing and so such charges may appear on subsequent bills. TC reserves the right to raise interim bills.

2.2 An Activation Fee is charged where applicable to establish the service initially with a Monthly Subscription Fee being charged to access the service every month.

2.3 The Monthly Subscription Fee will be pro-rated when the service is cancelled, suspended or disconnected.

2.4 In the event the Subscriber cancels the airtime contract before it reaches its end date then the balance outstanding at the time of cancellation will be invoiced to the Subscriber.

2.5 Subscriber shall pay all bills within 14 days from date of invoice, unless alternate terms have been approved by TC Communications in writing.

2.6 Individual Subscribers will only be connected if they sign the Credit Card Authority section of the form. Customers paying by credit card will have their card automatically debited 14 days from the date of the invoice.

Subscriber must notify TC Communications immediately of any changes to their credit card details, which could prevent TC from debiting the card.

When a card is rejected or funds are not available, TC will make every effort to contact the customer but in the event that we are unsuccessful, the service will be barred from making calls.

A fee may be charged where the purchaser pays by credit card. The fee will be calculated as 2.5% of invoice value, plus GST.

2.7 Subscriber must reimburse TC Communications for any dishonoured fees or any related bank charges in the event of transfer rejection.

2.8 TC may charge interest monthly on any amount overdue by more than 30 days. The interest rate will be based on the bank overdraft rate plus 200 basis points (2%).

2.9 Subscriber must notify TC Communications within 14 days from the date of invoice of any disputes. Thereafter, the Subscriber is deemed to accept the charges.

2.10 Subscriber must inform TC Communications in writing of cancellation and allow for three working days to process the cancellation instruction.

2.11 If the service is suspended or terminated by TC Communications in the event of a default, the Subscriber is liable for service fees up to the time of suspension or termination.

2.12 Should it become necessary for the TC to institute legal action for recovery of any amounts due to it by the Subscriber, then the Subscriber specifically acknowledges and agrees that it shall be liable to TC on demand for all legal costs incurred by the TC in recovery of such amounts.

Goods & Services Tax (GST)

3.1 GST is applicable to businesses incorporated in Australia and Australian residents for tax purposes for all services made from terminals located in the Indian and Pacific Regions.

Use of Satellite Services

4.1 The Communication services are subject to availability and capacity of

the applicable satellite, terrestrial or other communications network. Any such network may be temporarily unavailable or limited for a number of reasons beyond TC Communications' control. As such TC Communications has no liability for the provider's level or quality of service.

4.2 The Subscriber is liable to TC Communications for all charges incurred on their account regardless of whether the use is authorised and or intended by the Subscriber.

4.3 The Subscriber is responsible for informing TC Communications immediately of any change in name, company, address, payment arrangements or any other change that may materially affect this agreement.

4.4 The Subscriber must inform TC Communications in writing of any transfer of ownership of their equipment. The Subscriber is responsible for all charges up to the date of termination. An account for the new Subscriber must be set up before the transfer is affected.

4.5 In the event of loss or theft of the SIM card or terminal, the subscriber is obligated to immediately inform TC Communications, in order for TC to immediately terminate the network link with the terminal preventing any third party usage. The loss or theft does not in any way diminish the Subscriber's obligations towards the charges for the duration of the agreement.

4.6 The Subscriber may not resell or resupply the services without prior written approval from TC.

Use of VoIP Services

5.1 Subscriber agrees to use, and shall require all third parties with access to the service to use, the service in compliance with all laws and regulations as they apply during the contract term.

5.2 Subscriber acknowledges and agrees that VoIP service and associated telephone numbers may be subject to changing government and industry regulation, and that TC may be required to amend the service from time to time to conform to such changes including but not limited to;

a). TC may issue telephone numbers and other features for services to the Subscriber but may change such numbers and features in accordance with any government regulations or schemes at any time.

b). TC will not be liable to Subscriber, or any third party, for any loss or damage incurred or sustained by Subscriber if TC is required to change telephone numbers or features provided to Subscriber.

c). Subscriber shall not transfer/port or otherwise move any telephone number provided by TC to any other telecommunications service provider without TC's prior written permission which shall not be unreasonably withheld.

5.3 Subscriber acknowledges that any VoIP service will be used by the Subscriber for the purpose of making voice and fax calls only and not for the transmission of data.

5.4 Subscriber agrees to requirements of mandated initiatives as they arise during the contract term, these include but are not limited to, Caller Line Identification ("CLI") and Integrated Public Number Database. Subscriber must comply, and use reasonable endeavours to ensure that any third party using the service complies, with the applicable privacy and other guidelines as well as industry codes of practice on the use and capture of CLI and use of the Integrated Public Number Database.

5.5 Subscriber acknowledges that TC is required to supply certain Subscriber information to regulators for their purposes including but not limited to any public number allocated, Subscribers name and address, location of the service being provided and the purpose of use.

5.6 Subscriber acknowledges that a VoIP service is not a full replacement or substitute for a standard telephone service and agrees that TC is not liable to the Subscriber or to any third party if Subscriber or any third party is not able to access emergency services from their VoIP service at any time. The VoIP service should not be used, as a first choice, to make an emergency call.

5.7 Calls to VoIP services not available from TC include but are not limited to 19xx, 019xx and 11xx services area.

Default and Termination of Services

6.1 If the Subscriber has an Administrator appointed or has any overdue payments TC will view these as a default by the Subscriber.

6.2 In the event of a default, TC Communications may suspend, limit or cancel the communication service. TC Communications will also bill the Subscriber for all outstanding charges accrued up to and outstanding on the date of termination.

6.3 The Subscriber shall be liable for any reconnection fee, and any costs or legal expenses incurred by TC Communications due to default by the Subscriber.

Limitation of Liability and Waiver

7.1 TC Communications shall not be liable to the Subscriber or any other person or any direct, indirect, incidental or consequential loss or damages of any nature caused from any acts of omission of the service provider who facilitates in the use of the service.

7.2 TC Communications endeavours to provide the requested services, but does not guarantee and cannot be held responsible for faults.

7.3 TC Communications reserves the right to change these Terms & Conditions. The current Terms & Conditions are available on request from the offices of TC Communications or from our website at <http://www.tc.com.au/airtime.asp>