

Simple Terms & Conditions September 2009

PLAIN LANGUAGE TERMS & CONDITIONS

These Terms & Conditions are designed to be easily understood. For clarification of any points contained herein, refer to our full Terms & Conditions brochure, or call Customer Service on 1300 305 794.

1.0 Our Agreement with You

- 1.1 These Terms & Conditions form the basis of our agreement.
- 1.2 This agreement includes any application form completed by you, or completed by us on your behalf.
- 1.3 It also includes any verbal application made by you and recorded by us.
- 1.4 The agreement is covered by our current price list which can change from time to time. Current prices are available from us on request.

2.0 Service Description

- 2.1 Arrow will supply your telephone service via a network or networks nominated by us.
- 2.2 When Arrow supplies your mobile phone service, we will complete the connection to the network as soon as possible.
- 2.3 When Arrow supplies your mobile phone service Arrow will provide you with a new SIM card.
- 2.4 This SIM card will be activated upon your request or within 15 days, whichever comes first.
- 2.5 When Arrow supplies your Data (Internet) service, a rented CPE router will be supplied by us for your use.
- 2.6 You must not personally resell any of your services supplied by us to a third party without our permission in writing.
- 2.7 Please refer to the full Arrow Terms & Conditions.

3.0 Charges & Payment

- 3.1 You will receive an invoice for all call, services, usage and any other charges, and have 14 days to pay your account. Occasionally, due to network processing, charges from previous months can appear on your current account.
- 3.2 If Arrow provides your mobile phone service, you may also be charged for
 - a) Any minimum monthly spend applicable to your plan.
 - b) Charges for any value added services.
- 3.3 If you receive any charges from your previous supplier you will need to pay those amounts.
- 3.4 Charges can involve fees for connection, activation or cancellation of services.
- 3.5 In relation to Mobile Services, you remain liable for all calls made from your handset, including any calls made in error.
- 3.6 Additional charges can be incurred for accounts not paid by the due date.
- 3.7 We can deactivate, cancel or restrict services if the account is not paid by the due date. If you have nominated Direct Debit, your bank A/C or credit card will be charged as close as possible to 14 days from the invoice date.
- 3.8 There are charges involved to reprint bills.
- 3.9 If you do not pay your account, we reserve the right to disclose personal information about you to assist in the recovery of monies owing. Please refer to the full Arrow Terms & Conditions.
- 3.10 If you pay your account by American Express or Diners Club a 3% surcharge is applied.
- 3.11 If you pay your account by Visa or MasterCard a 1% surcharge will be applied.
- 3.12 Please refer to the full Arrow Terms & Conditions.
- 3.13 If you do not pay your account we reserve the right to place your debt in the hands of a registered Debt Collection Agency which will assume responsibility for collecting monies owing, and a 25% surcharge and/or legal fees can be charged.
- 3.14 If your account is connected to the Arrow Direct Network and you cancel the Direct Debit payment method your account will be charged a Monthly Manual Payment Surcharge of \$20.00
- 3.15 If Arrow re-bill an existing Sensis Directory listing a 10% administration fee will be charged.
- 3.16 For accounts that have Direct Debit payment option applied; if the Direct Debit payment is dishonoured or rejected then a dishonour fee of \$29.00 will be applied to the account.

4.0 GST

- 4.1 Unless stated otherwise, all prices quoted to you will exclude GST.

5.0 Transfer to Us

- 5.1 By signing application forms with Arrow, you are authorising us to act on your behalf to transfer your services from your current suppliers.

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5.2 If your current supplier asks you to provide written instruction, you must do so.

5.3 Any amounts owing to your current suppliers will need to be paid to them by you.

6.0 Transfer from Us / Relocation

6.1 If you transfer your services away from us, you will still be liable for any monies owing.

6.2 The provision of any services cease at the time of transfer.

6.3 Billing of transferred services can carry forward to the next billing period as explained in point 3.2

6.4 If your services are under contract and you relocate your premises, your contract period will recommence from the date of the relocation being completed. If you relocate to an area not covered by our services, you will be liable to pay out the minimum amount due for the remainder of the contract term in full. If you move your business away from the premises and do not move the services then you are still liable to pay for the charges for these services until you cancel or relocate them.

6.5 If at a later date we become aware of additional charges up to the date of transfer, you remain liable for those charges.

6.6 If your phone system or PABX is programmed with an Arrow override code, and you do not remove it, calls will be charged by us, and you will be liable for these charges. Any costs associated with this reprogramming are your responsibility.

7.0 Amendments to the Terms & Conditions

7.1 If we need to change the Terms & Conditions we will do so with 20 days written notice to you, or we will advise of the change on our website at www.arrowvoice.com.au/ratechanges and the change will be effective 20 days from the date of the alteration.

7.2 We may change our carriers or suppliers without notice.

8.0 Privacy

8.1 We take your privacy very seriously, and strictly adhere to the Privacy Act. Our full privacy policy can be found at www.arrowvoice.com and click on the privacy link.

9.0 Information

9.1 Please refer to the full Arrow Terms & Conditions.

9.2 Please refer to the full Arrow Terms & Conditions.

10.0 Credit Check

10.1 You will need to supply any information we request to check your credit history.

10.2 This information can vary depending on the type of company involved (Sole Trader, Partnership etc)

10.3 If your organisation is a member of a Trust, you may be required to complete a

10.4 You give us permission to disclose this information to a credit reporting agency, as is permitted under the Privacy Act.

10.5 You permit us to make independent enquires with third parties concerning your financial standing as is permitted under the Privacy Act

10.6 If ownership of the business changes we may complete another credit check, and we can withhold services if the "new owner" does not meet our credit terms. Change of Ownerships are subject to administration fees of \$62.00 (ex GST).

11.0 Limitation of Liability

11.1 As permitted by law, we will not be liable to any person for

a) Any economic loss, damage or indirect loss, or

b) Any fault caused by contractors or other workers in establishing your services, or

c) Any failure of the network.

d) You accept we do not guarantee 100% fault free service.

11.2 We accept any liability as guaranteed to you under the Trade Practices Act.

11.3 Please refer to the full Arrow Terms & Conditions.

11.4 Please refer to the full Arrow Terms & Conditions.

11.5 Please refer to the full Arrow Terms & Conditions.

12.0 Term of the Agreement, Suspension, Cancellation, or Part Cancellation of a Product, or Termination.

12.1 Any agreement commences the day it is signed by you until the contract expires.

12.2 The term relates to the period of the Agreement as signed by you.

12.3 If you breach any Terms & Conditions, we may cancel the agreement with you.

12.4 We can restrict or suspend your service/s if at any time:

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- a) You do not have a satisfactory credit assessment
- b) If you breach any Terms & Conditions, and the breach is not corrected within 7 days
- c) You do not pay any amounts owing to us by the due date
- d) We cannot, for any reason, provide you with whole or part of a service
- f) We reserve the right to restrict any Service at any time if you present an unacceptably high credit risk to Arrow, the account has surpassed the preceding monthly invoiced amounts or you appear fraudulent.

12.5 If you request reactivation of services that have been suspended due to lack of payment, we reserve the right to request a bond up to \$500.00 which will be applied to the first account issued following reactivation and payable by the due date of that invoice. This will be held until the conclusion of the contract period or 12 months, whichever is the greater.

12.6 If you churn your services to another carrier, all bond monies will be refunded by cheque within 14 days of account being finalised.

12.7 If we do suspend your services, you still must pay any monies owing to us.

12.8 If services are suspended or disconnected for not following these Terms & Conditions, there is a charge of \$75 to reactivate each service.

12.9 If you cancel or we terminate the service:

- a) You must pay all reasonable costs and expenses involved
- b) If we supplied a mobile phone service, you must return the SIM card provided to you by us.
- c) If we supplied a mobile phone service you must pay any amounts due (including minimum monthly spend) for the remainder of the agreement period.
- d) If we supplied a Data (Internet) service you must pay the balance of any monthly service fees for the remainder of the agreement period
- e) Where we supplied fixed services you must pay the balance of the monthly rental charges for the remainder of the agreement period. You must also pay an administration fee of \$275 per account.
- (f) And the services are connected to the PowerTel network, we require a minimum of 30 days notice. All cancelled services will still incur line rental charges, call charges and payouts until the actual cancellation date being 30 days from the date of notice.

(g) You must pay an administration fee of \$275 (GST Included) per account on top of any incurred early termination fees (contract pay outs)

12.10 If we agree to provide a service for a set term the amount payable for the duration of that term becomes the debt owed to us, and this remains payable if you cancel the Agreement or terminate or transfer the service/s at any time.

12.11 Please refer to the full Arrow Terms & Conditions.

12.12 Please refer to the full Arrow Terms & Conditions.

13.0 Removable Discount

13.1 Please refer to the full Arrow Terms & Conditions.

14.0 Confidentiality

14.1 Any information supplied to you by us or the carrier of the service must be kept confidential.

15.0 Force Majeure

15.1 We will not be liable for any delay in the disconnection or connection of services that is beyond our control.

16.0 Entire Agreement

16.1 Please refer to the full Arrow Terms & Conditions.

17.0 Assignment

17.1 Please refer to the full Arrow Terms & Conditions.

18.0 Equipment

18.1 – 18.6 Please refer to the full Arrow Terms & Conditions.

19.0 Notices

19.1 Any notices or communications will be sent to the address specified on the account by prepaid mail, fax or personal delivery.

20.0 Governing Law

20.1 Please refer to the full Arrow Terms & Conditions.

21.0 Disputed Amounts

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21.1 If you dispute a bill, you must pay the undisputed amount by the due date.

21.2 If you do not raise any dispute within 120 days, no claim can be made against us.

22.0 Communications & Content

22.1 You are responsible for the content of any message you send using our service, and you must not use the service to conduct illegal activities.

22.2 We will only send you information and offers as relating to the services we provide, and this e-mail is not Spam. If you do not wish to receive information of this nature from us, you may unsubscribe.

23.0 Use of Mobile Phone Overseas

23.1 You are liable for all roaming charges, including any local taxes. Before making roaming available we may ask for a security deposit of \$500

23.2 If you breach any of the Terms & Conditions of roaming, we may use the security deposit to meet any charges owing, and refund any difference to you.

23.3 While roaming an overseas network will provide some of your services. Service limitations can result that may be unknown to us and/or not advised to you.

24.0 Supply of Local Call Service or Rebill Service only

24.1 Please refer to the full Arrow Terms & Conditions.

25.0 Installation & Programming of Equipment

25.1 Please refer to the full Arrow Terms & Conditions.

25.2 You must ensure that all equipment to provide your services are installed and maintained. We will supply all modems for use with Arrow DSL services. You are liable for any charges relating to altering these settings at a cost of \$180 per hour.

26.0 Conditions of Fax Broadcast Service

26.1 You are responsible for the content of any documents you send over the network.

26.2 We will try to ensure that your documents are delivered on time according to your instructions, but we accept no responsibility for any failure.

26.3 It is your responsibility to comply with the Arrow Privacy Policy and the Privacy Act.

26.4 We do not take responsibility for the content of documents you send.

26.5 Please refer to the full Arrow Terms & Conditions.

26.6 We will try to ensure that all documents are transmitted on time and in accordance with your instruction but we are not liable in any way (financial or otherwise) for any documents not sent.

26.7 Please refer to the full Arrow Terms & Conditions.

26.8 Please refer to the full Arrow Terms & Conditions.

27.0 Conditions of Voice & Video Conferencing Services

27.1 You are responsible for maintaining the confidentiality of owner numbers, PIN's and/or passwords.

27.2 You are personally responsible for all users of your account at all times.

27.3 We do not sell products or services to children. If you are under 18 you may use our services only with a parent or guardian's involvement.

27.4 We may refuse service, terminate accounts or cancel orders at our discretion.

28.0 Conditions of Data &/or DSL Service

28.1 You must maintain a standard telephone service for us to provide a Data/DSL service. We may terminate the Data/DSL service if you disconnect the standard telephone service.

28.2 Please refer to the full Arrow Terms & Conditions.

28.3 Please refer to the full Arrow Terms & Conditions.

28.4 Even if an exchange area is designated DSL enabled there is no guarantee we can connect an individual service within that area.

28.5 The final performance of the DSL service can only be estimated as it is based on the quality of the copper line involved.

28.6 For the purpose of measurement of data usage 1000MB = 1GB.

28.7 Data contract cannot be altered retrospectively.

28.8 "My Account" online administration tool is available 24 hours a day for monitoring data use on all contracts.

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28.9 It is not the responsibility of Arrow Voice & Data to monitor and notify you of your data usage. Refer to the full terms and conditions for more information.

29.0 Acceptable use of Internet, Data and/or DSL Service

29.1 You must not send e-mail that may destroy or damage another person's computer.

29.2 Must not knowingly accept e-mail which is unlawful.

29.3 Must not reveal confidential information about Arrow to a third party.

29.4 Must not transmit viruses intentionally.

29.5 Please refer to the full Arrow Terms & Conditions.

29.6 Must not store or send any unlawful, threatening or pornographic material.

30.0 Network Security

30.1 The security of your network and equipment is your responsibility

30.2 We are in no way responsible or liable for your network security

30.3 Virus protection and/or firewalls are your responsibility

31.0 Customer Premise Equipment (CPE)

31.1 Please refer to the full Arrow Terms & Conditions.

32.0 Delivery

32.1 To the best of our ability we will deliver the CPE on the due date during normal business hours. For further information please refer to the full Arrow Terms & Conditions or call 1300 305 794.

33.0 Installation

Please refer to the full Arrow Terms & Conditions.

34.0 Exclusions and Maintenance Services

Please refer to the full Arrow Terms & Conditions

35.0 Title and Risk

Please refer to the full Arrow Terms & Conditions

36.0 Limited Warranty

Please refer to the full Arrow Terms & Conditions

37.0 Data and Satellite Transmission Requirements

Please refer to the full Arrow Terms & Conditions

38.0 Inaccessibility due to interference

Please refer to the full Arrow Terms & Conditions

39.0 Mobile Number Porting

39.1 Please refer to the full Arrow Terms & Conditions.

39.2 You can only withdraw your authority to port with your current supplier.

39.3 If the information you provide does not match with your current supplier they may reject the porting request. We reserve the right to correct this information and resubmit.

39.4 Please refer to the full Arrow Terms & Conditions.

39.5 Arrow does not guarantee a time frame that your mobile number porting will be completed.

39.6 Please refer to the full Arrow Terms & Conditions.

39.7 Please refer to the full Arrow Terms & Conditions.

39.8 Arrow reserves the right to charge a porting fee.

39.9 Please refer to the full Arrow Terms & Conditions.

40.0 Arrow Direct Services and Local Number Portability

40.1 Please refer to the full Arrow Terms & Conditions

40.2 Please refer to the full Arrow Terms & Conditions

40.3 Porting local numbers to or from Arrow takes between 30 and 120 working days.

40.4 Telstra network prices will be charged until porting is completed.

40.5 A Minimum Calls Spend of \$150 per month applies to each Bundled Service.

40.6 Transferring numbers from Arrow Direct. If the services are still in contract, you will be liable to pay early termination fees and any outstanding usage charges.

41.0 Arrow Voice & Data Privacy Policy

41.1 The full Arrow Voice & Data privacy policy is on line at www.arrowvoice.com