

Standard Form of Agreement Summary



dodo[®]

IMPORTANT CUSTOMER INFORMATION: YOUR RIGHTS AND OBLIGATIONS

TELECOMMUNICATIONS LEGISLATION

Under telecommunications legislation We may enter into a contract with Our customers by way of a standard form of agreement ('SFOA'). The SFOA contains the terms and conditions on which We provide products and services to Our consumer customers.

The terms and conditions of Our SFOA only apply to Our consumer customers. You are a consumer customer if Your service is ordinarily and primarily used for personal, domestic or household purposes.

This is a summary of the SFOA and is provided for Your information only. This summary is not legally binding. The current copy of Our SFOA can be found at <http://www.dodo.com.au/terms.asp>.

AMENDING THE SFOA

We can change most of the terms (including price) contained in the SFOA.

Generally, subject to some exceptions, if a change is not required by law or necessary for security or technical reasons and has more than a minor detrimental impact on You, We will tell You directly at least 21 days beforehand and if You have a fixed length contract with Us, You may also have cancellation rights. You may have additional rights if You can establish a change has more than a minor detrimental impact on You.

PROVIDING SERVICES

The SFOA covers Our basic fixed line telephone services, mobile telephone services and Internet services.

In connection with fixed line services, we do not offer priority services to any customers, including customers who may have life threatening conditions.

BECOMING OUR CUSTOMER

We will provide a service to You if You are eligible for a service available in Your area and You meet Our credit management policy requirements and comply with the terms and conditions in the SFOA.

Due to the nature of telecommunications systems, We cannot promise that Our services will be continuous or fault free.

REPAIRS AND MAINTENANCE

We maintain and repair services for as long as We supply these services to You. We also provide a 24 hour fault reporting service. If You would like to report a fault, please call Us on 13 24 73.

It is Your responsibility to repair and maintain Your own equipment. You must take care of Our equipment located on Your premises as charges will apply if the equipment is lost or damaged, except for fair wear and tear.

If You ask Us to come to Your premises to fix a fault, which turns out to be caused by Your equipment, We may charge You a call-out and service fee.

CUSTOMER SERVICE GUARANTEE

Where You organise a service appointment, arrange a new connection or have a fault fixed on Your fixed line telephone service, specific performance standards may apply and You may be entitled to a payment if We fail to comply with the legislated Customer Service Guarantee Standard.

Details about the Customer Service Guarantee Standard can be found on Our website at <http://www.dodo.com.au/csg.asp>.

USING SERVICES

You may only use Our services for their intended purpose(s). In Our SFOA We set out terms and conditions restricting the way in which Our services can be used. You are responsible for and have to pay for use of Our services, even unauthorised use. This means, for example, that if someone uses Your mobile phone without Your permission or knowledge, You will be charged for the calls.

You must also comply with Our Acceptable Usage Policy or Fair Go™ Policy where applicable <http://www.dodo.com.au/terms.asp>

In some circumstances We may monitor usage of Your service for excessive or unusual usage patterns, but We do not promise to do so.

We may cancel or suspend Your service for excessive or unusual usage by giving You as much warning as possible, and You will need to pay any applicable early termination fees if Your service is cancelled.

If You use Your own equipment for accessing Our services, You must only use equipment approved by the Australian Communications and Media Authority.

CHARGES

Details of charges for services are set out on the relevant web page setting out information about a specific service. We will also detail the specific charges relating to the service verbally if You apply for a service on the phone or in writing if You apply for a service over the Internet.

BILLS

We will send You a bill at regular intervals but may send You a bill at any time.

Bills are usually provided on-line.

We are required by various industry codes to make sure that Our bills are accurate and verifiable and We are committed to complying with these requirements.

Our records are sufficient proof that a charge is payable unless shown to be incorrect.

We require payment for all Our services by means of credit card or by way of direct debiting of Your bank account.

If You do not pay the bill by its due date, We can:

- charge You an administrative fee;
- if You pay by way of direct debit from Your bank account, and the direct debit declines, charge You a fee; and
- suspend or cancel Your service until You pay the bill, provided We comply with Our rights to cancel or suspend Your service as set out in Our SFOA. In these circumstances You will have to pay a reconnection fee if We agree to reconnect Your service.

CANCELLING OR SUSPENDING YOUR SERVICE

Generally, there is no minimum term to use Our services.

Particular service plans may have a minimum term and You may be charged an early cancellation fee if You terminate the service within the minimum term.

You can cancel Your service on 30 days notice. We may ask You to put Your request in writing.

If You cancel a service before We have provided it to You, We may charge any reasonable costs We incurred in preparing to provide the service to You.

We may suspend or cancel a service in a number of circumstances where You are in material breach of Our SFOA. For example where We reasonably believe You are using Our

services fraudulently or You do not pay Your bill on time. We may also suspend or cancel Your service where it is necessary to restore or maintain Our Network or the Network of Our supplier, there is an emergency, the law or a regulator requires Us to do so, You leave Your premises, or You become bankrupt or insolvent. The amount of warning, if any, We give You depends on the circumstances.

If a service is cancelled or suspended, You are still required to pay for relevant charges incurred up to the date of the cancellation or suspension. We may also charge You an early termination fee if You agreed to acquire the service for a fixed length of time and Your service is cancelled before the end of the fixed term.

OUR LIABILITY TO YOU

As the service is provided to You for the primary purpose of personal use, We do not accept liability for losses that result from the use of Your service in connection with the conduct of a business. We are liable to you for breach of contract or negligence. Also, we will accept liability if it cannot be excluded under any legislation. If that liability cannot be excluded but can be limited under any legislation, We limit Our liability to resupplying, repairing or replacing the relevant goods or services, or payment of the cost of resupply, repair or replacement, where it is fair and reasonable to do so.

We are not liable for any loss to the extent that it is caused by You, results from Your failure to take reasonable steps to avoid or minimise Your loss, or (subject to applicable law) caused by Us failing to comply with Our obligations due to events outside Our reasonable control, such as a failure in equipment that is not owned or operated by Us, an industrial strike or a natural disaster.

YOUR LIABILITY TO US

You are liable to Us for breach of contract or negligence under the principles applied by the courts but are not liable to Us for any loss to the extent that it is caused by Us.

ACCESSING YOUR PREMISES

We may need access to Your premises from time to time to install equipment for a service, inspect, test, repair or replace equipment and recover Our equipment after Your service is cancelled.

In these circumstances, You must provide Us with safe access, and if You do not own Your premises, You must get the owner's permission for Us to access the premises.

SECURITY

We may require You to provide some form of security, for example a security deposit or pay some or all of the charges for Your service in advance if We have reasonable concerns about Your credit worthiness. If You fail to provide the security requested, We can refuse to provide new services, or in the case of existing services, We can restrict, suspend or cancel the service in some circumstances.

COMPLAINTS

If you have a complaint, please contact us on 13 BIRD (13 24 73) and tell us. We will log your complaint and attempt to resolve it as soon as possible. If you are not satisfied with the way your complaint has been addressed, you may also contact:

- the Telecommunications Industry Ombudsman (www.tio.com.au), an industry scheme to resolve disputes between telecommunications service providers and their customers; or
- the Consumer Affairs or Fair Trading office in your state or territory, a government agency that investigates consumer complaints and provides consumers with advice.

YOUR PERSONAL INFORMATION

Legislation imposes strict obligations on Us to respect Your privacy and the confidentiality of Your personal information.

Our Privacy Policy sets out information about how We collect, use and disclose Your information. Our Privacy Policy can be viewed at <http://www.dodo.com.au/privacy.asp>.

We may make credit checks to assess Your creditworthiness as long as We comply with current privacy legislation.

DODO AUSTRALIA PTY LTD

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