

IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS.

SUMMARY OF OUR STANDARD FORM OF AGREEMENT(S)

Under the Telecommunications Act 1997, MiBroadband Pty Ltd (ABN 70 080 250 371) (trading as and hereafter referred to as 'engin', 'us', 'we', or 'our'), subject to Credit Approval, will supply you a Service or Services on the terms of the Standard Form of Agreement (SFOA) which sets out the terms and conditions on which we supply you the Service(s). This is a summary of the SFOA(s), designed to give you important information about the full SFOA(s) and what it covers. To obtain a complete copy of the SFOA(s) you can contact us on 1300 305 000 between 8am to 9pm Monday to Friday AEST and 9am to 3pm Saturdays AEST or you can visit www.engin.com.au. You are not required to sign the SFOA, you agree to the terms of the SFOA by the act of buying a Service from us. The SFOA(s) is binding on your relationship with engin and is in effect from the time you place an order for a Service(s).

OUR PRODUCTS & SERVICES

This summary SFOA applies to the following Services:

- VoIP Services
- Home Phone/Landline Services
- DSL Services
- Mobile Voice and Mobile Broadband Services
- Hardware & Software

Whether they are used individually or as part of a bundled Service.

DEPOSIT

We may ask you to pay a deposit for some or all of the Service charges in advance, in order to receive or continue receiving your Service(s). You are still required to pay us your monthly charges by the invoice due date for the Services(s) provided. If your Service(s) is suspended due to non-payment you will still be charged a rental fee for the Service(s) while it remains connected.

CHARGES

Fees and charges applicable to your Service(s) will commence from the date of connection. You must pay hardware and Service charges (and taxes) as set out in the SFOA(s) relevant to your selected Service together with any additional charges applicable to the Service(s). The Service(s) charges will depend on the Service options and features selected by you. For further details and a full list of charges for using the Service(s) refer to the Full SFOA(s).

International calls rates for VoIP and Home Phone Services are subject to change without notice. You should refer to the International Calls Rates schedule published on our website.

We may also make special offers and promotions that which if accepted by you, the price and terms of the special offer will prevail over those otherwise applicable under the SFOA(s) for the duration of the special offer.

BILLING

We will email an invoice to you at least once per month, and you must pay these fees and charges by the invoice due date. If you change your personal details at any time you must notify us immediately.

Your bill will show the methods that you are able to make payment. Some payment methods will incur additional charges.

If you cancel your credit/charge card or bank account authority, or if you do not pay your invoice by the invoice due date we may terminate or suspend your Service(s) and you may be liable to pay further charges, such as late payment fees, dishonour fees, direct debit decline fees and reconnection fees.

Charges for archived or hardcopy invoices apply.

From time to time we may decide that you have a credit limit. If so you will be contacted and advised of this. If you exceed the credit limit, we may suspend the Service(s) until you pay all outstanding charges.

For more information on charges relating to the Service(s) refer to the website or the full SFOA(s).

TERM & MINIMUM TERM

The Term begins when your Service(s) is first connected and continues until you disconnect the Service(s). You may disconnect the Service(s) at anytime by giving us 30 days notice. To disconnect the Service(s), you must contact us by phone so that we can properly identify you, for this reason we cannot accept written requests to cancel the Service(s). There may be a Minimum Term applicable to the Service(s). When the Minimum Term lapses you will automatically be placed on a month-to-month agreement.

Engin may suspend, restrict or disconnect the Service(s) under certain circumstances, as outlined in the SFOA(s). A final invoice will be issued to you after disconnection and you must pay all fees and charges you incurred using the Service(s) up to the date of the disconnection, which may include an Early Termination Fee where you have agreed to a Minimum Term. For full charges applicable to your Service(s) including Early Termination Fees refer to the relevant full SFOA(s).

VARIATIONS

We may vary the terms of the SFOA(s) from time to time. With the exception of changes to International calls rates, if the variation is detrimental to you we will provide notice to you in writing, by publishing details of the variation on your invoice or via email to the email address provided by you of the varying terms no less than 21 days prior to the change taking place.

Where a Minimum Term applies, you may cancel your Service(s) within 42 days of the date of the notice without incurring charges, other than usage and access charges to the date the agreement ends plus other outstanding charges such as installation or equipment.

LIABILITIES

When using the Service(s), you must ensure that you and others using the Service(s) comply at all times with the laws and obligations, regulations, codes or determinations or any other requirements of any government or statutory authority, including license conditions (for VoIP Services) applicable to the Service(s) and their use. Failure to comply with any licence, permit or authorisation relating to the connection of equipment to the Service(s) Delivery Point or use of the Service(s) may result in immediate termination of the Service(s).

WARRANTY

You acknowledge that although we will take all reasonable steps to make sure you receive access to the Service(s) (within the local calling areas for VoIP and Home Phone Service(s)). It must be understood that the voice and data Service(s) cannot be guaranteed to be free from faults or interruptions. Certain factors, such as network congestion, maintenance (planned and unplanned), technical capabilities, geographic and environmental factors, obstructions or interference may mean you may not receive the Service(s) at all times.

If the goods and Service(s) provided to you are of a kind ordinarily acquired for domestic, personal or household use, you have certain rights under the Trade Practices Act, which we cannot limit. Where we are unable by that Act to exclude our liability, but we are permitted to limit that liability, our liability for such breaches is limited, to:

- If the breach relates to good, the replacement or repair of the goods;
- If the breach relates to the Service(s), the resupply of those Service(s), or paying for the cost of having the Service(s) resupplied.

It is your responsibility to notify engin if you have experienced a fault with any of the products or Service(s) provided by us. You may contact our Customer Service Team between operating hours to lodge the fault. If engin must organise a technician to attend your premises to repair a fault and no fault is found, or the faults turns out to be caused by your equipment you may be charged an 'incorrect call out' fee.

COMPLAINTS HANDLING

If you have a complaint, you can contact our Customer Service Team on 1300 305 000 during operating hours. Your complaint will be dealt with using our internal Complaint Handling Policy which is available on our website.

The Telecommunications Industry Ombudsman (TIO) offers a free dispute resolution service for customers of telecommunications companies. Alternatively the Department of Fair Trading (or similar) in your state or territory may also investigate customer complaints.

CUSTOMER SERVICE GURARANTEE

Minimum performance standards (and hereafter referred to as the 'CSG Standard') exist for the connection and fault rectification of standard telephone services and the attending of appointments by carriage service providers. The CSG Standard aims to protect you against poor service and you may be entitled to compensation if we fail to comply with the CSG Standard. For more information about the CSG Standard visit the www.acma.gov.au or telephone us.

Part 5 of CSG Standard allows for a service provider to propose that a customer waive their rights and protections and other performance standards to obtain significant service benefits. Pertaining to engin VoIP Services, we propose that you waive your rights and protections under CSG Standard. In return for your acceptance of this proposed waiver of your rights and protections under CSG Standard, we can provide the Service(s) at substantially cheaper call rates.

You understand the protections and rights under the CSG Standard and agree to waive wholly those protections and rights as they apply to any VoIP Service(s) supplied to you by us.

PRIVACY

From time to time engin and/or their agents may collect personal information about you. Telecommunications and privacy legislation (the Privacy Act 1988 (Commonwealth)) impose strict obligations on us to protect the confidentiality of your personal information to respect your privacy. You are able to gain access to your personal information that we hold by calling 1300 305 000. There may be a charge to provide this information. See the SFOA(s) for applicable charges.

Your personal information is collected in order to provide you with a telecommunications Service(s). We may also use your information for purposes that are related to providing you with a telecommunications Service(s), which would reasonably be expected (such as keeping you informed about features of our Service(s) or conducting analysis in order to provide a better

Service(s) to you). We may disclose or receive personal information or documentation about you to/from:

- Credit providers or credit reporting agencies for the purposes permitted under the Privacy Act;
- Law enforcement agencies to assist in the prevention or detection of criminal activities;
- Our service and content providers, dealers and agents, for purposes that are related to providing you with a telecommunications Service(s).

Unless you consent, we will not disclose your personal information to third parties, other than those who have contracted with engin to keep the information confidential, or who are subject to obligations to protect your personal information.

With your express or inferred consent we may now and again send you electronic messages. The Spam Act 2003 prohibits unsolicited commercial electronic messaging, which covers emails, instant messaging, SMS and other mobile phone messaging. The message must be commercial in nature. Commercial electronic messages must accurately identify their sender, and include a way for the recipient to unsubscribe from any future such messaging. The Australian Communications and Media Authority is responsible for enforcing the provisions of the Spam Act 2003.

FAIR USE

Where a Service(s) is offered exclusively for residential use only, 'Residential Use' is defined as the use of the Service(s) by a residential customer for personal, domestic or household purposes and not for any commercial purpose. Registered businesses cannot subscribe to a Residential Service. Subject to the customer demonstrating the contrary to engin's reasonable satisfaction, use of a Service of more than 3000 minutes in each bill cycle is deemed to be non-residential. Without limiting the generality of the foregoing, a Statutory Declaration in which the customer swears on oath or by affirmation that use of a Service(s) is exclusively residential is sufficient for the purposes on this statement.

All VoIP and Home Phone Services are subject to the Fair Use Policy where included calls or flat rate charges are part of the Service. For more information on the Fair Use Policy refer to our website www.engin.com.au/Legal

All engin DSL Services are subjected to the Internet Excessive Use Policy. For more information on the Internet Excessive Use Policy refer to our website www.engin.com.au/Legal

If you require any further information or require clarification on this summary you may contact us via telephone on 1300 305 000 or via email at feedback@engin.com.au.