

1. OUR AGREEMENT WITH YOU

- 1.1. These Standard Terms and Conditions shall form the basis of an agreement (the "Agreement") between you and Telemates Australia Pty Ltd ("Telemates") and are to be read in conjunction with the following documents (if applicable):
- 1.2. Application form;
- 1.3. Order form;
- 1.4. Welcome Notice;
- 1.5. Rate Sheets;
- 1.6. Dispute Resolution Policy;
- 1.7. Usage Policies.
- 1.8. You agree that Telemates may rely on extraneous material such as audio recordings to confirm and/or clarify the information that you have given and that has been given to you and that any such audio recording shall form part of the Agreement.

2. COMMENCEMENT AND TERM

The Agreement shall:

- a) commence on the Commencement Date; and
- b) be for a term of not less than the Initial Term after which the Agreement shall be on a month to month basis.

3. WARRANTIES

- 3.1. By entering into the Agreement, you make the following warranties:
 - a) all information you provide to Telemates is true and correct; and
 - b) you are over the age of 18 years as at the Commencement Date; and
 - c) you have the authority and legal capacity to enter into the Agreement.
- 3.2. You acknowledge that Telemates has relied on the warranties you have made in clause 3.1 and that you shall be liable for any loss or damage caused to Telemates as a result those warranties.

4. AUDIO RECORDINGS

- 4.1. You consent to Telemates using voice recording software for the purposes of confirming and transcribing your details and details of any oral agreement and you acknowledge that the recording shall be a true account of your conversation and may be used in accordance with clause 1.2.

5. YOUR RIGHTS AND OBLIGATIONS

- 5.1. During the term of the Agreement you agree:
 - a) to pay all invoices by the Due Date;
 - b) to comply with all statutes, regulations, by-laws or license conditions of any government body;
 - c) not to breach any person's rights or otherwise cause us loss, liability or expense.
- 5.2. During the term of the Agreement you have the right to:
 - a) subject to clause 11.3 terminate the Agreement without incurring an Early Termination Fee; or
 - b) terminate the Agreement any time after the Initial Term by giving one (1) months' notice; or
 - c) Subject to clause 13.1, transfer your account to another party.

6. CHARGES AND PAYMENT

- 6.1. You shall be invoiced on a monthly basis.
- 6.2. Payment terms are strictly fourteen (14) days from the date that the invoice was issued (the "Due Date");
- 6.3. If payment has not been received by the Due Date, you agree that you shall be charged an additional administration fee of:
 - a) Fifteen dollars (\$15.00) per month; or
 - b) \$15 + Five (5) percent of the invoice if the invoice is greater than one hundred dollars (\$100.00).
- 6.4. Telemates encourages use of email billing and you acknowledge that a fee of \$3.50 may be charged to your account for invoices sent by post.
- 6.5. Telemates reserves the right to pass on the following charges: the cost of merchant fees incurred from credit card payments; the amount of \$2.50 for payments made via Australia Post. 6.6 All account credits and payments are non-refundable.

7. DISCONNECTION OR SUSPENSION OF SERVICE

- 7.1. You acknowledge that if you do not pay your invoice by the Due Date, Telemates shall be at liberty to disconnect or suspend your account at any time thereafter and re-connection fees shall apply.
- 7.2. Re-connection may take up to 5 working days and you acknowledge that Telemates shall not be liable for any loss or damage caused by any delays with the re-connection.

8. RECOVERY FEES

- 8.1. 8.1 You agree that Telemates shall be entitled to charge you an additional fee of \$350.00 ("Recovery Fee") to be added to your account should Telemates be required to take recovery action against you for your failure to pay your invoice by the Due Date.
- 8.2. You agree that the Recovery Fee is an amount that is reasonable to compensate Telemates for the costs incurred by Telemates as a result of the commencement of the recovery action.

- 8.3. You agree that the Recovery Fee is separate to any other costs such as court filing fees, service fees and legal fees which are associated with the commencement of legal proceedings and which Telemates may additionally claim against you.

9. OTHER FEES AND CHARGES (IF APPLICABLE)

- 9.1. Additional fees and charges may be applicable for extra services (the "Extra Services") that you have requested for your account.
- 9.2. You shall be notified of any fee or charge for the Extra Services prior to those Extra Services being commenced.
- 9.3. You may have existing special services on your current telephone prior to transferring your account to Telemates. You acknowledge that fees and charges for these existing services shall be charged to your account at the applicable rates and it is your responsibility to notify Telemates should you wish for the special services to be cancelled.
- 9.4. You acknowledge that Sensis Pty Ltd ("Sensis") may charge you a fee with respect to White Pages and Yellow Pages listings and that those fees may appear on your invoice without prior notice from Telemates.
- 9.5. You agree that any dispute you have with respect to the fees charged by Sensis must be resolved with Sensis and notwithstanding the dispute, you are liable for payment of the invoice in full in accordance with the Agreement.

10. EARLY TERMINATION FEE

- 10.1. Subject to clause 5.2(a), you agree that if you terminate the Agreement during the Initial Period, you shall be liable to pay an Early Termination Fee as advised in the Rate Sheet or if another amount was agreed prior to the Commencement Date then that agreed amount.
- 10.2. A Termination Fee shall not be applicable if this Agreement is terminated in accordance with clause 11.3.

11. TERMINATION

- 11.1. This Agreement shall be terminated upon the happening of any of the following events:
- You have decided to change providers; or
 - You have notified Telemates that you wish to terminate the Agreement; or
 - You have transferred your account to another party (the "Incoming Party"); or
 - Telemates has rejected the transfer pursuant to clause 13.2; or
 - Telemates can no longer provide the service for whatever reason.
- 11.2. Upon termination of the Agreement, Telemates shall issue you with a final invoice which you agree to pay by the Due Date and any failure to pay by the Due Date shall incur applicable fees and charges in accordance with the Agreement.
- 11.3. If you have opened an account with Telemates as a result of a Telemates representative contacting you, a cooling off period shall apply to the Agreement and you may terminate the Agreement by giving Telemates written notice during the cooling off period by using the following methods:
- Posting the notice to Level 7, 80 Pacific Highway North Sydney NSW 2060;
 - Faxing the notice to (02) 8275 8500;
 - Emailing the notice to info@telemates.com.au
- 11.4. A cooling off period of 10 business days applies to telemarketing agreements.

12. TRANSFER OF SERVICES

- 12.1. If you decide to terminate the Agreement pursuant to clause 11.1 (a) or (b), it is your responsibility to contact your new provider to effect the transfer and you shall be liable to Telemates for any services you have used during the changeover period.
- 12.1. For clarity, the changeover period is the period between the date you advise Telemates that you want to transfer to another provider and the date the new provider finalises the transfer.

13. TRANSFER OF ACCOUNT

- 13.1. If you decide to terminate the Agreement pursuant to clause 11.1(c) you must:
- notify Telemates immediately and ensure any appropriate paperwork is completed, signed by you and the Incoming Party and returned to Telemates immediately; and
 - pay for all charges you have incurred prior to transferring your account to the Incoming Party;
- 13.2. Telemates reserves the right to reject the transfer of your account to an Incoming Party if:
- it cannot verify the personal details of the Incoming Party; or
 - it suspects that the transfer is not bona fide.

14. AMENDMENTS TO TERMS AND CONDITIONS

- 14.1. Telemates may vary these Standard Terms and Conditions from time to time by providing you with a copy of the amended standard terms and conditions either separately or as part of your invoice.
- 14.2. By continuing to use the service you have agreed to be bound by the amended terms and conditions which shall replace any previous terms and conditions and shall form part of the Agreement.

15. PRIVACY ACT AND USE OF PERSONAL INFORMATION

- 15.1. Telemates may request personal information from you and you acknowledge and consent to your personal information being used or shared with third parties and affiliates of Telemates for the following purposes:
- Supplying and improving services to you;
 - Communicating with you;

- c) Complying with our legal obligations;
- 15.2. Your personal information is protected in accordance with Telemates's Privacy Policy which is available on our website.
- 15.3. A carrier may collect statistical data about your usage of the service and you consent to that information being provided to Telemates for the purposes outlined in clause 15.1.
- 15.4. You acknowledge that a credit check may be required to assess your eligibility for the service and you consent to any such searches being conducted for such purpose.
- 15.5. You acknowledge that Telemates may add your personal information in a database compiled by Telemates and you consent to such information being shared with third parties or affiliates of Telemates for the purposes of future direct marketing.
- 15.6. You acknowledge that on default of your obligation to pay your invoice by the Due Date, Telemates may provide your personal details to a credit reporting agency.

16. LIMIT ON LIABILITY

- 16.1. Telemates does not make any warranties as to the reliability of any services and shall not be liable for any disruptions, damage or loss caused by or resulting from the loss or disruption of the service whether caused by Telemates or a third party.
- 16.2. Telemates shall not be liable for any delay in the connection or failure in the operation of the services which are beyond its control.

17. ASSIGNMENT

- 17.1. Your rights and obligations under the Agreement are personal and may not be assigned to any other person.
- 17.2. Telemates may assign its rights to any third party without your consent.

18. OTHER EQUIPMENT (IF APPLICABLE)

- 18.1. Where you have PABX or other network equipment, you must ensure that it is programmed as we specify.

19. DISPUTE RESOLUTION

- 19.1. Any complaint or dispute you have shall be handled in accordance with Telemates's Dispute Resolution Policy which can be found on our website or sent to you on request.
- 19.2. You agree that any complaint or dispute you have must firstly be raised with Telemates in accordance with the Dispute Resolution Policy prior to you taking any other action and that your obligation under this clause 19.2 is only discharged when:
 - a) the matter has been resolved; or
 - b) the parties cannot reach an agreement within 14 days from the date that notice was given to Telemates of the complaint or dispute.
- 19.3. You agree to indemnify Telemates for any costs incurred by Telemates as a result of your breach of clause 19.2 and that this cost will be added to your invoice.

20. GUARANTEES

- 20.1. If you are entering into the Agreement on behalf of a company or trust, you acknowledge that you shall act as guarantor and shall be personally liable for any default by the company or the trustee.

21. NOTICE

- 21.1. Any notice, demand, consent or other communication required to be given to either party must be delivered personally or sent by prepaid mail or by facsimile to the address of the addressee as last notified.

22. WAIVER

- 22.1. Telemates' failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- 22.2. The exercise of a power or right does not preclude:
 - a) its future exercise; or
 - b) the exercise of any other power or right.

23. SEVERABILITY

- 23.1. If any part of the Agreement is found to be invalid or unenforceable then that part shall be severed and the remainder of the Agreement shall continue to have full force and effect.

24. GOVERNING LAW

- 24.1. The Agreement shall be governed by and construed in accordance with the laws of New South Wales and the parties hereby submit to the non-exclusive jurisdiction of the courts of that State.

25. Special Offers & Discounts

- 25.1. Telemates may provide you with a special offer that may include:
 - a) Free Credits requiring you to stay for a period or duration of time; or
 - b) Special Discounts
 These offers require you to pay your account on time and abide by all Telemates terms and conditions. Details of the special offer will be provided up front either verbally or written. Should any of the terms not be met, including late payment of an account, then the applicable free credit or special discounts will be void.