

## Summary of Agreement for Krisma Telecommunications Pty Ltd trading as Carrier1 Telecom telecommunications services

This is a summary of the terms and conditions for the Carrier1 Telecom telecommunications services (**the services**). It should be read in conjunction with the applicable rate plan. The full terms of the Services are contained in the Standard Form of Agreement (SFOA). You can obtain a copy of the SFOA that applies to you (**your agreement**) by phoning 1300 865 426 or at [www.carrier1telecom.com.au](http://www.carrier1telecom.com.au)

### What are the services and who provides them?

The services are telephony services having the features set out in the Tariff schedule which makes up part of your agreement. The services are provided by Krisma Telecommunications Pty Ltd trading as Carrier1 Telecom, ABN 60 108 096 144 (**Carrier1 Telecom**) or a nominated supplier of Carrier1 Telecom. Carrier1 Telecom will supply you with Services based on your requirement, the availability of the Service in your requested location and you meeting our credit requirements. During the term of this agreement Carrier1 Telecom may change the technical specifications of the service and/or the service supplier to better utilize the technology available at that time. While Carrier1 Telecom will take all reasonable care and skill in providing the services, given the nature of the overall telecommunications system, the Services may not be continuous, accessible at all times or fault-free. Any faults with your Services can be reported to Carrier1 Telecom on 1300 865 426. If you are an existing customer of Carrier1 Telecom, by signing this Agreement the Terms of the SFOA replaces any previous agreement between you and Carrier1 Telecom and is the entire agreement between you and Carrier1 Telecom.

### What are credits?

Carrier1 Telecom may give you an amount to your account to be offset against charges for Eligible Services up to a maximum value which is determined at the time you enter your Agreement (Credits). These Credits are offset against Eligible Services on the terms and conditions set out in the Agreement. Our obligation to give you the Credits is contingent on several factors, including your usage of the Service and you entering in this standard agreement for telephony services. The credits will commence upon receipt of written notification from your Authorized Carrier1 Telecom Dealer.

### What are the charges?

The charges for using the Services (Charges) are set out in the Tariff Schedule sometimes called a "Rate Card". You can obtain a copy of the current Tariff Schedule by contacting us on 1300 865 426. We may vary our Charge for any Service by giving (1) one month's notice in writing to you. Our Charges to you may include charges which other suppliers charge us in relation to your account.

### How do you pay for the charges?

We will usually send you an invoice setting out your monthly Charges for the Services in accordance with the Tariff Schedule. All invoices will be issued to you by email. If you choose to have a bill mailed you will be charged a fee of

\$5.50 Inc. GST. All invoices must be paid within 14 days of the date of the invoice. We require you to sign a Direct Debit Request which will authorize us to arrange for funds to be debited from an account at your financial institution. You may change the arrangements under a Direct Debit Request by contacting us on 1300 865 426. If you wish to stop or defer a payment, or cancel your authority for us to debit your account, You must notify us in writing at least 30 days before the next due date. Carrier1 Telecom reserves the right to apply a monthly Administrative fee of \$27.50 Inc. GST to any account that does not have an active direct debit facility for payment of their monthly invoices.

### What happens if you do not pay your invoices on time?

Failure to pay within the specified time will result in a late payment fee of \$27.50 inc GST and the accumulation of interest at the rate of 2% above banks overdraft rate. We may bar, suspend or cancel the Services and charge you an administrative fee.

### What are your obligations?

You must not use the Service to commit an offence (or allow another person to commit an offence), or send material which is defamatory, offensive, abusive, indecent, menacing, or unwanted. You must make sure you keep your account information, password, data and equipment secure. You must pay us all the Charges you incur (except for disputed amounts found by us to have been added incorrectly to your account). It is your responsibility to ensure there are sufficient funds to allow a debit payment to be made and to verify that amounts debited from your account are correct.

### What is the term of your agreement and how can it be terminated?

You may terminate your Agreement by giving us 30 days written notice. Early termination payments will be applicable and dependent upon the rate schedule and the term of your agreement if terminated prior to the agreed term. Any deferred installation charges will also be billed on the final invoice. Where the agreed term has ended, including the expiry of your Monthly Plan Credits if any, and you have continued to use the Services, we will provide the Services to you and charge you on a month-to-month basis including your Monthly Plan Fee and Monthly Included Eligible Calls where applicable at the rates displayed on the rate schedule until such time as you terminate your agreement by giving us 30 days written notice. We may terminate your Agreement at any time if you have breached the Acceptable Use Policy, or you have entered into Liquidation, receivership, voluntary administration or you do not pay for outstanding monies.

### **Fixed Term Telephone call plans**

All of our plans are fixed-term agreements with a minimum term of 12 months. Unless otherwise specified in your Agreement, a maximum term of 60 months will apply, measured from the date on which Credits are first applied by us as an offset against the Charges you incur. The terms and conditions are set out in your Agreement. If you wish to terminate your agreement within the initial term we will charge you for the minimum line rental charges for the months remaining and any other applicable early termination payments. If you request to transfer any Services to any other supplier then you remain responsible to us for the amount payable for the services up to the time when we transfer those accounts to the Other Supplier. You will also forfeit any credits you were entitled to. If you transfer a portion of the services to any other supplier the Monthly Plan Fees, Monthly Plan Credits, and associated Monthly included Usage/Calls and/or Monthly Business Credits will be reduced in proportion to the services you transferred to the Other Supplier.

### **Unlimited Call Plans**

If we have agreed to provide the Service for a set term as defined on the rate card, then the Unlimited Plan fee is the debt owing, (Plan Fee multiplied by remaining months) payable for the remainder of the term and any other Early Termination Payments should the service be cancelled or moved to another carrier prior to the end of the term. Carrier1 Telecom's Acceptable Use Policy applies where the usage has increased or decreased beyond the specified limits. **Acceptable Use Policy** means our policy about the acceptable levels and methods of use of the Services applicable to our unlimited plans, as amended by us from time to time. The plan offering includes fixed line services, Business Digital Voice/SIP Services, internet and voice and data using mobile SIM card.

### **Business Voice and Discounted Business plans**

If you are on a fixed term discounted business plan, which varies from 12 to 60 months term as displayed on your signed rate schedule, the Minimum Total Commitment (Excluding Call Charges, equipment and installation costs) is Standard Business Line Rentals Multiplied by Term Nominated. Early termination payments will be applicable if you terminate and/or choose to move your services to another carrier prior to your agreement's expiry. We will charge you the total amount of applied discounts provided within your fixed term agreement, and we will charge you for the minimum line rental charges for the months remaining and any other applicable early termination payments.

### **Business Capped plans**

The Business capped plan offering includes fixed line services, Digital Voice/SIP Services, internet and mobile voice and data. If we have agreed to provide a Service for a set term as defined on the rate card, then, apart from charges to call usage, the Cap Plan fee is the debt owing, payable for the remainder of the term and any other Early Termination Payments should the service be cancelled prior to the end of the minimum term. This includes the return of all Carrier1 Telecom hardware including modem and SIM Card. See SFOA for more details.

### **Liability**

We limit our liability to the extent permitted by law. We are liable to you for any breach of conditions and warranties

implied by any applicable legislation. If the breach relates to goods, our maximum liability under Your Agreement is limited to the replacement of the goods, the payment of the cost of replacing or acquiring the goods, or the cost of repairing the goods. If the breach relates to services, our maximum liability under your Agreement is limited to the supply of those services again, or the payment of the cost of having those services re-supplied.

### **Indemnity**

You acknowledge that, in entering your Agreement, you do not rely on any statement, representation or promise by us or on our behalf not expressly set out in your Agreement and these terms. You release us and each of our officers, agents and advisers, to the extent permitted by law, from all claims and demands of any kind (including negligence) arising from the subject matter or terms of the Agreement, including any matter arising out of our dealings with You before the Agreement was signed by you.

### **Privacy of your personal information**

We and/or our agent may collect, use and disclose personal information about you that is reasonably necessary to provide the Service. If you request in writing, we will provide you with access to your personal information and correct any personal information that is inaccurate, incomplete or out of date. We may disclose your personal information to a credit reporting agency for the purposes of obtaining credit report. We may also disclose your personal information to third parties if required by law, or if the disclosure is permitted under the Privacy Act. This includes disclosures to (i) law enforcement and government agencies for the purposes of the enforcement of criminal and other laws; and (ii) to our service/content providers, dealers and agents, and related companies, for purposes relating to providing you with the Services.

### **How may we vary your agreement?**

The terms of Your Agreement may be varied by us at any time but the variation will not take effect until your next billing period after the date of its implementation. Where a variation could be reasonably expected to adversely affect you, we will give you reasonable notice in writing of the variation in accordance with the Telecommunications (Standard Form of Agreement Information) Determination 2003.

### **Enquiries and complaints**

Information about the Services that we provide can be found at [www.carrier1telecom.com.au](http://www.carrier1telecom.com.au). If you do not understand this Summary, please contact us on 1300 865 426. Please contact us if you would like a copy of this Summary in an alternate format (e.g. large print) or for translation or communications assistance. We aim to resolve all complaints quickly and effectively. If you are dissatisfied with the outcome of your complaint, you may take the matter to the Telecommunications Industry Ombudsman (TIO). The TIO is an independent body that resolves disputes between telecommunications companies and customers. The TIO will only take up a complaint if you have not been able to resolve it with us. Alternatively, you may wish to contact the Office of Fair Trading in your State/Territory that has dispute resolution processes. If your complaint relates to privacy matters, you may wish to contact the Office of Federal Privacy Commissioner on 130036399.