

TERMS AND CONDITIONS

Business Account

Protalk Australia Pty Ltd ACN 081 626 619 (PT) Locked Bag 4000 Fortitude Valley 4006 agrees to supply you, (Customer), telecommunication services (Services) on the following terms and conditions:

PT Contract with you 1.1 PT will provide the Services to you in Australia through a carrier network or networks nominated by us from time to time. We do not warrant that we will be able to supply services and we are not liable for any failure to provide all or part of any of the services, but to the extent and to the standard that carriers provide services to us, those services will be provided by us to you. When your connection is disrupted, we will do our best to reinstate our services to you as soon as we can. 1.2 Services will commence from acceptance by us of your Application Form, which could take up to 60 days. 2.0 Charges and Payment 2.1 We will only issue an invoice once usage exceeds \$5, except in the case of a final invoice. If charges are less we will roll them forward for up to 6 months at which time an invoice will be issued regardless of amount. You will be invoiced for calls or other charges on a monthly basis with 10 days trading terms for payment of accounts thereafter. Calls or other charges that do not appear on your monthly account may appear on future accounts due to processing procedures. Late payments will attract a \$17.27 fee, and may also accrue interest calculated at the rate of 1.5% per month or part thereof and we may, after the required notice period given to you as laid out in the TIO guidelines, discontinue all or part of our service to you if any monthly account is not paid by its due date. 2.2 Our charges to you may include other carriers' and suppliers' charges to us with our margin included for services and add-on services and may involve fees for connection, initiation, increases, monthly connections or cancellation of any service. 2.3 Our Billing Charges will include GST. 2.4 An access service charge of \$3.75 per month applies to all non-direct debit accounts or non e-bill accounts. 2.5 For customers who require a change of lessee in their business a \$30 exclusive GST fee is applicable for each service transferred for the gaining customer. 2.6 There is a bill reprint charge of \$10.00 2.7 Local call rates are not available for connection to an Internet Service Provider (ISP). If connection is made to an ISP, PT reserves the right to apply usage-based charges in accordance with normal published Long Distance tariff. 2.8 If you pay your bill by credit card a surcharge may be applied. 2.9 All monies that are, or that become due and payable pursuant to this agreement are payable in Brisbane. 3.0 Services For Long Distance services applications only (other than one bill accounts) your current arrangements with a carrier or other service provider for equipment maintenance, modification or resolution of service difficulties will remain unchanged until further notice as applicable. 3.1 When you transfer any services from a Carrier, a telecommunications service provider or equipment supplier who supplies telecommunications services or equipment to you at the time of signing this agreement to us, you authorise us to sign on your behalf and in your name any forms required by the current supplier to transfer the transferred services as we direct. 3.2 You agree to immediately pay to the current supplier any amounts owing for the transferred services up to the date of the transfer. 3.3 Subject to termination, this agreement will automatically renew at the end of a 12 month period for further consecutive periods of 12 months unless, not less than one month prior to the expiry date of any such period, either party gives the other a notice of non-renewal of this agreement, in which event the agreement shall expire at the end of the then current 12 month period. 4.0 Amendments to the Terms and Conditions 4.1 These Terms and Conditions, including our charges, may be varied, altered, replaced or revoked at any time without notice. 4.2 Without notice, we may at any time, change the Carrier or the Carriers products, services or rates. The customer consents to their details being provided to third party service providers and/or telecommunication carriers. 4.3 Your signed Application Form or voice recording forms part of our contract with you. We may accept a facsimile copy of the Application Form and it will bind you as if it was an original. 5.0 Credit Check 5.1 A credit reporting agency may provide to other agencies on behalf of PT a credit report containing personal information for the purpose of the assessment by PT of an application for consumer or commercial credit by the Customer or for the purpose of collection of payments that are overdue in respect of any consumer or commercial credit provided to the Customer by PT 5.2 Other agencies on behalf of PT may notify, exchange with or obtain information from other credit providers in relation to the conduct or status of or default in relation to any account(s) held by the customer with them or PT 5.3 The customer agrees to PT obtaining personal information from a credit reporting agency or a credit provider for the purpose of assessing this application for commercial credit and agree to that agency or provider providing that information to PT for that purpose. The customer further agrees to the obtaining from, and provision by, such agency or provider further credit reports which may assist PT in the covering of any sums outstanding under the terms of the commercial credit agreement to which this application may lead. 6.0 Limitation of Liability 6.1 To the maximum extent permitted by law we will not be liable in any circumstances to you or any person claiming through you under statute or the common law for; (a) any property or economic loss or damage (including loss of revenue, profits, actual or potential business opportunities, contracts or anticipated savings or profits), (b) any direct, indirect or consequential loss, howsoever arising (c) the acts or omissions of the Carrier or any of our servants, officers, agents, contractors, subcontractors or of the failure of, or fault or defect in, any telecommunication service, network, facility, equipment or service, used by us in supplying the Services (d) our failure to continue to provide the Services to you for any reason whatsoever. 6.2 You acknowledge that any liability the Carrier has to you in relation to telecommunication service is governed by the terms and conditions current from time to time under which the Carrier supplies service(s) to its own customers. 6.3 You agree to indemnify us and keep us indemnified from and against liability, loss or damage caused directly or indirectly by any breach of Agreement by us, or any claim or action arising directly out of any negligent or wilful act of ours or any of our servants, officers, agents, contractors, or subcontractors. 7.0 Termination 7.1 This agreement may be terminated by either party if a party breaches or fails to satisfactorily perform or observe the terms and conditions. 7.2 We may terminate this agreement immediately if you breach any term or condition of this Agreement, if a receiver or receiver-manager is appointed over any of your property or assets, if a liquidator is appointed, if you enter into any arrangement with your creditors or you assign or otherwise deal with your rights under this Agreement without our prior written consent. 7.3 We may also immediately terminate this agreement at any time by written notice if the Carriers cease to provide necessary services to us. 7.4 If we terminate this agreement in accordance with this clause and a Carrier arranges to supply you services other than through us, you acknowledge that the Carrier has made arrangements, the services acquired by you from the Carrier will be acquired on the Carrier's then current tariffs and terms and conditions and the Carrier will bill you accordingly. 7.5 You may terminate this agreement for any reason by giving PT 60 days notice in writing otherwise for reasons in clause 18 and 19 by giving 90 days written notice to PT. 7.6 To cancel your service you may be required to complete a form and give appropriate notice via our website. 8.0 Information 8.1 You consent to PT and the Carrier exchanging your information and/or details and the Carrier, PT and or respective related bodies corporate may all use your details for PT's purposes. 8.2 Without limiting clause 5, you agree to provide us with any information we request in connection with our providing the Services to you under this agreement. 8.3 You authorise and consent to our conducting a physical audit of the Services and any equipment supplied in respect of the Services should we consider it necessary. 8.4 You authorise the Carrier to disclose to PT all records and in particular exchange line details, telephone accounts information, call charge records and call event records. 8.5 You will keep confidential all information supplied to you. 8.6 The customer consents to receiving marketing materials from PT or its associated companies however may stop such information by contacting PT. 9.0 Force Majeure 9.1 PT will not be liable for any delay in the connection of or failure in the operation of Services due to any occurrence reasonably beyond our control including failure of any link provided by the Carrier. 10.0 Entire Agreement 10.1 This Agreement contains your entire understanding as to agreement between PT and you and supersedes all prior or collateral agreements or understandings relating to the Services whether oral, recorded or written. 10.2 You acknowledge that you have not entered into this Agreement in reliance upon any statement made by any person not contained in this Agreement. 11.0 General 11.1 If any part of this Agreement is found to be invalid or of no force or effect this Agreement shall be construed as though such part had not been inserted and the remainder of this Agreement shall retain its full force and effect. 11.2 We may assign the benefit of this Agreement at any time to a person or corporation nominated by us, including a Carrier and in this event such assigned or nominated Carrier shall deal directly with you for the purpose associated with the provision of services under this Agreement. 11.3 Time shall be of the essence in respect of your obligations hereunder. 11.4. Any and all legal costs incurred by us in enforcing our rights pursuant to this agreement including but not limited to the recovery of monies payable by you, are payable by you to us on a full indemnity basis. 12.0 Guarantee of Payment 12.1 If you are a corporation, in consideration of PT having agreed to supply the services to you, the person who signs this agreement on behalf of the corporation, by signing the Application Form you hereby jointly and severally guarantee the payment on demand of all monies that are or shall hereafter become due to PT by the Customer. 12.2 This guarantee shall be a continuing guarantee and shall not be affected by PT giving time or any other indulgence to any person, nor shall any of our rights to sue you be altered hereby. 13.0 Notices 13.1 Any notice, demand, consent or other communication required to be given to either party must be delivered personally, sent by ordinary mail to the last notified address of the other party or via the telephone, where a record of the communication can be given by PT. 14.0 Governing Law 14.1 This Agreement shall be governed and construed in accordance with the Law of Queensland and the parties hereby submit to the jurisdiction of the Courts of that state and to any legal proceedings arising as a consequence of this agreement being commenced in Brisbane. 15.0 Transfer of Account 15.1 By signing this agreement you agree that we are authorised to sign on your behalf and in your name, forms of authority to transfer the Service account into our name. If we request, you will give written instructions to your account supplier. You agree to pay your current supplier for all amounts owed. 15.2 If in future you ask to transfer your account, you will remain responsible for the amount payable up to the time that the services are transferred and will immediately pay on receipt of your invoice. 16.0 GST 16.1 all pricing charges are exclusive of GST. 17.0 Duration The agreement with PT commences on the date specified on the application form. To terminate this agreement the customers must give 60 days written notice to PT as per clause 3.3 otherwise in accordance with clause 7, if that period is deemed unacceptable then customers must give 30 days notice as per clause 3.3 otherwise in accordance with clause 7. If the correct notice period is not given a cancellation fee may apply of \$150 ex GST. 18.0 Our equipment 18.1 Risk in any equipment provided by us or any third party to you for purchase or hire ("Equipment") passes to you upon delivery. You will accept any Equipment on the basis of these Terms and Conditions and any additional terms and conditions notified at the time of delivery. 18.2 Title to any Equipment provided for purchase does not pass to you until all amounts owing to us under this agreement and the cost of such Equipment have been paid in full. Until title passes to you, the Equipment will be held by you as bailee for us. 18.3 If Equipment is installed at premises occupied by you, you must not interfere with the Equipment or its installation. 18.4 You irrevocably grant to us, our agents and servants, leave and license without the necessity of giving any notice to enter at any time on and into premises occupied by you using reason-able force if necessary to inspect, search for and re-take possession of any Equipment in respect to which payment is overdue. You shall indemnify us and hold us harmless against any loss or damage suffered by any person or company arising from such possession. 18.5 On the termination of this agreement for any reason, you will immediately return all Equipment owned by us or make it available for our collection.

TERMS AND CONDITIONS

Continued;

19.0 Other equipment. 19.1 Where you have PABX or other network equipment, you must ensure that it is programmed as we specify. 19.2 Where you have equipment on premises you occupy which is used by another supplier to provide you with services, we will disconnect that equipment when you transfer the services to us and we connect our Equipment (if any). You must immediately notify that supplier that you have transferred your services to us and arrange for them to remove their equipment from the premises. 20.0 Contracted, term or minimum spend. 20.1 If We agree to provide a Service for a set Term or minimum spend then the amount payable for the whole of that Term is a debt owing at the time of entering into the Agreement for which we may bill you even if you cancel the Service or terminate the Agreement before the Term or minimum spend occurs. Should this occur you will pay us a genuine estimate of the loss we will incur from the early termination of this Agreement. The amount of the loss will be calculated as being the difference between the charges billed to you up until the date of termination & the charges that would have been billed to you for the Services supplied to you until the date of termination under an applicable standard rate or pricing plan. 20.2 The Fair Use Rules [FUR] for products forms part of these Terms and Conditions 20.2 Without limiting other clauses in these Terms and Conditions PT reserves the right to change the Terms and rates specifically of contracted, term or minimum spend plans without notice should they offend The FUR. 21.0 The Protalk Australia Kosciuszko Fax Cap plan 21.1 this plan commits the user to a minimum of \$45.45 per month for 24 months from the date of contract which equates to \$1090.80. spend excluding GST over the contract term. Included in the minimum spend is the National, 1300/1800 and local calls only. Any call charges [other than National and local calls] including international calls, including calls made outside of business hours (9am - 5pm Monday to Friday), excessive usage as outlined in the Fair User Rules [FUR] does not contribute to the minimum spend of \$1090.80. 21.2 There is a penalty of \$150 for early cancellation plus payment of 30% of the remainder of the minimum spend must be made within 10 days. 22.0 The Protalk Australia Daintree Cap plan 22.1 this plan commits the user to a minimum of \$81.81 per month for 24 months from the date of contract which equates to \$1963.44 spend excluding GST over the contract term. Included in the minimum spend is the Fixed to mobile, National and local calls only. Any call charges [other than Fixed to mobile, National and local calls] including international calls, calls made outside of business hours (9am - 5pm Monday to Friday), 1300/1800 including excessive usage as outlined in the Fair User Rules [FUR] does not contribute to the minimum spend of \$1963.44. 22.2 There is a penalty of \$150 for early cancellation plus payment of 30% of the remainder of the minimum spend must be made within 10 days. 23.0 The Protalk Australia Kakadu Cap plan 23.1 this plan commits the user to a minimum of \$136.35 per month for 24 months from the date of contract which equates to \$3272.51 spend excluding GST over the contract term. Included in the minimum spend is the 1300/1800, National, local calls and Landline calls to mobiles, 1900 and 0198 calls only. Any call charges [other than 1300/1800, National, local calls and Landline calls to mobiles, 1900 and 0198 calls] including international calls, including excessive usage as outlined in the Fair User Rules [FUR] does not contribute to the minimum spend of \$3272.51. 23.2 There is a penalty of \$150 for early cancellation plus payment of 30% of the remainder of the minimum spend must be made within 10 days. 24.0 The Protalk Australia Uluru Cap plan 24.1 this plan commits the user to a minimum of \$235.45 per month for 24 months from the date of contract which equates to \$5650.90 spend excluding GST over the contract term. Included in the minimum spend is the 1300/1800, National, local calls and Landline calls to mobiles, 1900 and 0198 calls only. Any call charges [other than 1300/1800, National, local calls and Landline calls to mobiles, 1900 and 0198 calls] including international calls, including excessive usage as outlined in the Fair User Rules [FUR] does not contribute to the minimum spend of \$5650.90. 24.2 There is a penalty of \$150 for early cancellation plus payment of 30% of the remainder of the minimum spend must be made within 10 days.

25.0 The Protalk Recession Buster plan 25.1 this plan commits the user to a minimum spend of \$159 per month exclusive of GST for a period of 36 months. The contract term commences from date of application. Minimum cost of the contract period is \$5724 excluding GST. Included in the minimum spend is line rental for 1 standard PSTN phone line, unlimited local, national and calls to mobile from the nominated landline* (FUR). 1 ADSL connection (1.5mb-256kb), 2 GB of data included, 1 mobile phone handset as specified at time of application. \$100 ex GST per month of mobile Call Credit. Call Credit can be used for standard National Calls and standard calls to mobiles only. All other call types will be billed in addition to plan fee. Other call types include but are not limited to call charges as itemised on plan brochure. Mobile data usage not included in Call Credit. 25.2 Early termination of the contract will result in a final invoice being generated which will be equivalent to the minimum monthly spend multiplied by the number of months remaining plus any outstanding call charges. This invoice will have a 10 day payment term

Protalk Australia Pty Ltd Direct Debit Request Customer Service Agreement

Our commitment to you. Drawing arrangements: We will advise you, in writing, the details of Protalk Australia invoice at least 14 calendar days prior to the first drawing. Where the due date falls on a non-business day, we will draw the amount on the next business day. We will not change the frequency of drawing arrangements without your prior approval. We reserve the right to cancel the drawing arrangements if three or more drawings are returned unpaid by your nominated Financial Institution & to arrange with you an alternative payment method. We will keep all information pertaining to your nominated account at your Financial Institution, private & confidential. Your rights: You may terminate the drawing arrangements at any time by giving written notice to us. Such notice should be received by us at least 14 business days prior to the due date. You may stop payment of a drawing by giving written notice to us. Such notice should be received by us at least 14 days prior to the due date. You may request change to the drawing amount and/or frequency of drawings by contacting us and advising your requirements no less than 14 business days prior to the due date. Where you consider that a drawing has been initiated incorrectly (outside Protalk Australia arrangements) you should take the matter up directly with us. We reserve the right to charge a dishonour fee where funds are not available when drawing takes place

Your commitment to us, Your responsibilities: It is your responsibility to ensure that sufficient funds are available in the nominated account to meet a drawing on its due date. It is your responsibility to ensure that the authorisation given to draw on the nominated account, is identical to the account signing instruction held by the Financial Institution where the account is based. It is your responsibility to advise us if the account nominated by you to receive the drawings is transferred or closed.

Protalk Australia Fair Use Rules [FUR]

Overview

Our FUR is to ensure that Protalk Australia customers do not use our services in an excessive or unreasonable manner. Such usage may affect the quality or reliability of our services and the ability to offer discounted services to any or all of our customers on contracted, capped or bundles service plans.

Our FUR applies whenever you use any or all of our services. Local, long distance or calls to mobiles etc, at rates lower than our standard rates, capped or limited liability plans for similar service usage. It also includes any plan based on special conditions in favour of the customer.

Excessive Use

You must not use any of services in any way at the complete discretion of Protalk Australia that we deem to be excessive. Excessive use would be if you used more than the average of a normal months usage averaged over the previous 12 months.

We also consider it excessive if you used any single or aggregated components [local calls, long distance or calls to mobiles etc] of your service more than the total average of a normal months usage for the same component averaged over the previous 12 months.

Excessive use would also include changing your services to include other users on the same service. These would include allowing different users to access and use the service that normally didn't use the service.

Should Protalk Australia find your usage to be excessive, and in breach of our FUR we will begin to charge your service at our standard rates for a similar service for your usage. Protalk Australia may then ask you to reduce your usage.

If usage continues at an excessive level following this request, we may refuse you access to our discounted or capped rates and you will then be continued to be charged at our standard rates for a similar service for your usage.

Unreasonable use

You must not seek out ways or invent methods that are not part of your normal business activity when you previously used this service. We think it is unreasonable if you use the free or discounted service for purposes other than for your business or personal use.

Protalk Australia also considers any service that is connected to or associated with a device that alters the normal use of the service as unreasonable use. Protalk Australia includes using the service in connection with a device that automatically transmits or receives data or other information as unreasonable use.

If we consider your use of our free or discounted service is unreasonable we may refuse you access to our discounted, special plan or capped rates and you will then be charged at our standard rates for a similar service for your usage.