

Protalk Australia ABN 65 702 067 665 PO Box 1601 Fortitude Valley QLD 4006 Ph: 1300 888 976 Fax: 1300 136 091

We (Protalk Australia ABN 65 702 067 665) of Locked Bag 4000 Fortitude Valley 4006 agree to supply you (the Customer) with Telecommunication services (Services) on the following terms and conditions:

1.0 Our Agreement with you

1.1 We will provide you with services in accordance with these terms and conditions that form our agreement with you.

1.2 Our Agreement also includes your application which may be either in writing or a recording if you made the agreement by telephone. The recording will be binding in the same way as a written agreement. Provisioning of your service(s) can take up to 90 days.

2.0 The Services

2.1 We will provide the services to you using our facilities and those of other suppliers or carriers. Our services may be added to or varied at anytime and we may change those suppliers without reference to you.

2.2 We do not warrant that we will be able to supply you with services, but to the extent that carriers provide services to us we will provide those services to you.

2.3 If your service is disrupted we will do our best to have that service reinstated as soon as we can.

3.0 Charges

3.1 We will send you an invoice for services based on our current charges. We may vary those charges from time to time.

3.2 We generally issue invoices to you monthly in advance for plan charges or line rental (if you have that service) and monthly in arrears for usage charges.

3.3 We will only issue an invoice once charges exceed \$10, 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 the amount.

3.4 An invoice will generally include most of our charges relating to that billing period but may also include charges from previous billing periods incurred no more than 190 days before the current billing period

3.5 Other charges that may appear on your invoices are (a) interest calculated at a rate of 1.5% per month or part thereof and a late payment fee of \$17.27 ex GST if you do not pay your account by its due date (b) Other carriers' and suppliers' charges to us with our margin included for services and add-on services, including fees for connection, initiation, increases, monthly connections or cancellation of any service. (c) GST (d) \$3.75 per month account processing fee charge to all non-direct debit accounts ex GST (e) \$30 fee ex GST for each service transferred if you require a change of Lessee in your business. (f) \$10.00 ex GST for reprinting an invoice (g) Usage based charges in accordance with our published tariff if connection is made to an Internet Service Provider (ISP) (h) Surcharge if you pay your bill by credit card (i) Plan fees if applicable (j) \$65.00 Temporary disconnection fee charged ex GST (k) \$15 payment declined fee ex GST

4.0 Payments

4.1 You must pay (a) within 14 days of the date our invoice (b) to head office in Brisbane

4.2 If you do not pay by the due date we may, suspend, temporarily disconnect or discontinue all or part of our services to you after the required notice period is given.

5.0 We may engage the services of a third party supplier for the purposes of collecting overdue amounts. We are entitled to recover reasonable costs incurred in recovering any overdue amounts in addition to the overdue amounts. We will notify you prior to taking any debt recovery actions that will result in further charges to you. We may charge a \$50.00 debt collection administration fee ex GST

6.0 Credit and Privacy

6.1 Subject to the privacy act 1988 we may use your personal information, including your name, address and other information you give us in your application

6.2 We may disclose personal information you provide to us to a credit reporting agency

6.3 You agree the credit report containing personal information about you can be given to any credit reporting agency to help assess your Application for commercial credit, or for collecting overdue payments that are owed by you to us.

6.4 We can obtain information about your credit worthiness from any person or body who provides this information to assist in our assessment of your application for commercial credit.

6.5 We can provide your personal information to:

6.5.1 Collection agents to recover overdue amounts you may owe us;

6.5.2 Carriers or service providers if they need information to provide the service to you;
and

6.5.3 To government or regulatory bodies as may be required by law

6.6 Except for uses stated above we will keep your personal information confidential

6.7 You must notify us within 14 days if you change your address or other billing details

7.0 Limitation of Liability

7.1 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.

7.2 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.

7.3 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.

7.4 We are not liable to you 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.

7.5 We are not liable for any failure to provide all or part of any of the services.

8.0 Termination

8.1 We may terminate this agreement immediately (a) if you breach or fail to perform satisfactorily or observe the terms and conditions of this agreement. (b), 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. (c) if the carriers cease to provide necessary services to us.

8.2 You may terminate this agreement immediately if we breach or fail satisfactorily to perform or observe the terms and conditions of this agreement.

8.3 You acknowledge that if we terminate this agreement and another carrier supplies you services other than through us, you will acquire the services from the carrier on the carrier's then current tariffs and terms and conditions.

8.4 You may terminate this agreement by one of the following methods: Telephone 1300 888 976, Email to contact@protalk.com.au, Fax 1300 136 091, in writing 'Attention Customer Service ' PO Box 1601, Fortitude Valley QLD 4006.

9.0 Transfer of Services

9.1 In order for you to use our services we may need to change your arrangements with your current telecommunications services supplier. In which case:

- (a) You appoint us as your agent to transfer your account for these services to us and you authorise us to sign, on your behalf and in your name, the authority that will cause your current supplier to transfer your account to us.
- (b) If we request, you must give written instructions to your account supplier.
- (c) You must pay your current supplier all amounts owed to them
- (d) If you ask to transfer your account to another supplier, you must pay our charges up to date of transfer of the services. As well as any termination fees applicable.

10.0 Information

10.1 You hereby consent to (a) the carrier and us and related bodies corporate exchanging information about you (b) provide us with any information we request in connection with our providing the Services to you under this agreement. (c) To our conducting a physical audit of the services and any equipment supplied in respect of the Services. (d) The carrier disclosing to us all records and in particular exchange line details, telephone accounts information, call charge records and call event records, data usage records, ADSL service details (e) Receiving marketing materials from us or our associated companies unless you request otherwise.

10.2 You must keep confidential all information that we supply to you.

11.0 Commencement and Term of the Agreement

11.1 This agreement commences when you sign the application or when you complete a recorded agreement with us to take the services and continues until terminated or expires.

11.2 The provision of services commences when your account is created. Provisioning of your service(s) can take up to 90 days.

12.0 Our Equipment

12.1 Risk in any equipment provided by us or any third party to you for purchase or hire ("Equipment") passes to you upon delivery. You accept any equipment on the basis of these terms and conditions and any additional terms and conditions notified at the time of delivery.

12.2 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. You hold the Equipment as bailee for us.

12.3 If equipment is installed at premises occupied by you, you must not interfere with the equipment or its installation.

12.4 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 reasonable force if necessary to inspect, search for and retake 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.

12.5 On the termination of this agreement, you must immediately return to us all equipment owned by us or make it available for our collection.

13.0 Other Equipment

13.1 Where you have equipment which another supplier uses 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.

14.0 Cooling Off Period

14.1 There is 10 day cooling off period starts from date of application which may be either in writing or a recording if you made the agreement by telephone.

14.2 The 10 days equates to 10 business days

14.3 If you receive hardware, before opening the box please look at the photo and description of the hardware and ensure you are happy with this.

14.4 If you wish to cancel your contract please return the hardware to us within the time period specified above

14.5 If the hardware box is returned opened charges may apply

14.6 To exercise your right to cancel within the 10 day cooling off period you must notify us by one of the following: Telephone 1300 888 976, Email to contact@protalk.com.au, Fax 1300 136 091, In writing 'Attention Customer Service ' PO Box 1601, Fortitude Valley QLD 4006.

15.0 Hardware Delivery

15.1 Freight charge is up to \$15.95 per parcel sent inc GST

Delivery timeframes are between 5 – 10 business days

16.0 Contracted Term or Minimum Spend

16.1 The Fair Use Policy [FUP] for products forms part of these terms and conditions

16.2 We reserve the right to change the terms and rates without notice should they offend the FUP

17.0 GST

17.1 All pricing charges are exclusive of GST

18.0 Notices

18.1 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, email communication or via the telephone, where a record of the communication can be given by us

19.0 Governing Law

19.1 This agreement shall be governed and construed in accordance with the law of Queensland. Any legal proceedings arising out of this agreement shall be brought in Brisbane

20.0 General

20.1 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

20.2 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.

20.3 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.

21.0 Entire Agreement

21.1 This agreement contains your entire understanding as to agreement between us and you and supersedes all prior or collateral agreements or understandings relating to the services whether oral, recorded or written.

21.2 You acknowledge that you have not entered into this agreement in reliance upon any statement made by any person not contained in this agreement.

21.3 Your signed application form (or a copy thereof) or voice recording (or copy thereof) forms part of our contract with you. A copy or a facsimile / email copy will bind you as if it were an original

22.0 Amendments to the Terms and Conditions

22.1 We may (a) vary, alter, replace or revoke at any time without notice these terms and conditions, including our charges. (b) Change the carrier or the carrier's products, service or rates without notice. (c) Provide to third party service providers and/or telecommunication carriers your details

23.0 Direct Debit Agreement

Drawing Arrangements

23.1 We will advise you, in writing, the details of our invoice at least 14 calendar days prior to the first drawing.

23.2 Where the due date falls on a non-business day, we will draw the amount on the next business day.

23.3 We will not change the frequency of drawing arrangements without your prior approval.

23.4 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.

23.5 We will keep all information pertaining to your nominated account at your financial institution, private & confidential.

You're Rights

23.6 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.

23.7 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.

23.8 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.

23.9 Where you consider that a drawing has been initiated incorrectly (outside our arrangements) you should take the matter up directly with us.

23.10 We reserve the right to charge a dishonour fee where funds are not available when drawing takes place.

You're Responsibilities

22.11 You must (a) ensure that sufficient funds are available in the nominated account to meet a drawing on its due date. (b) 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. (c) Advise us if the account nominated by you to receive the drawings is transferred or closed.

Fair Use Policy [FUP]

Overview

Our FUP is to ensure that you do not use our services in an excessive or unreasonable manner. The Protalk Pty Ltd services Fair Use Policy is intended to ensure all active Protalk customers has access to services that are continuously of high quality. It also includes any plan based on special conditions in favour of the customer.

Excessive Use

If your usage of Protalk services is deemed as excessive, we may contact you and request that you decrease your usage. If your usage continues at a level deemed „excessive“ we may suspend or terminate your service.

Protalk considers excessive use being:

Landline Service – 2000 minutes per month

Mobile Service – 1500 minutes per month

Inbound Service– 1100 minutes per month

After contact from Protalk, should your usage continue to be excessive, Protalk may, without notice to you:

i) Suspend or limit your service, or service feature, for a length of time Protalk deems necessary.

ii) Terminate your service agreement.

Protalk reserves the right to review or amend this policy from time to time.

Product Disclosure Statement

All pricing shown below is GST Inclusive

Landline Products

Protalk 108 Local calls 15c per call, National Calls 13c per minute \$1.08 per 30 minute cap 11c flagfall, Calls to Mobiles 29c per minute \$1.08 cap for 30 minutes 11c flagfall. 1 PSTN line rental is \$39.23 per month. Timed rates are billed in one second increments (unless otherwise specified) after capped time standard times rates apply. Capped calls are from nominated landline only. All prices are GST Inclusive.

Classic Home Cap Local calls 13c per call untimed, National 10c per minute with 10c flagfall capped at \$1.09c for up to 30 minutes, Calls to mobiles 25c per minute with 16c flagfall capped at \$2.18 for up to 30 minutes, International calls to USA, UK and Canada 8c per minute, Ireland, France, Germany, China, China mobiles, Singapore, New Zealand and Norway 9c per minute and all capped at \$1.09 for up to 30 minutes to the above countries. 1 PSTN line rental is \$29.99 per month. The plan applies to residential PSTN lines only. Capped calls are from nominated residential PSTN landline only. Normal per minute rate is charged once the cap has been reached. International caps are for countries listed above only. Business or Fax stream services will be subject to surcharges. All prices are GST inclusive. To qualify for this service you must have active business line(s) with Protalk. If you disconnect your business line(s), you will no longer be eligible for this plan. Instances of a prime number and its associated auxiliary numbers the following will occur (e.g. Fax Duet & Multi-numbers). The prime number will be charged at the agreed upon capped plan; the auxiliary will be charged at Local: 19c per call, National: 13c per min/ 22c flagfall, Calls to Mobile: 33c per min/22c flagfall, 13/1300 calls: 30c per call (all prices include GST). All standard charges apply for additional Telstra features, which appear in the service and equipment portion of the invoice.

Protalk \$75.90 Call Cost Buster This plan commits the user to a minimum of \$75.90 per month for 24 months from the date of contract which equates to \$1821.60 spend including GST over the contract term. Included in the minimum spend is the national and local calls only. Any call charges [other than national and local calls] including international calls, calls to 1300 or excessive usage as outlined in the Fair User Policy [FUP] does not contribute to the minimum spend of \$1821.60. There is an early cancellation fee of 5% of the remaining monthly plan charges, payment of which must be made within 14 days. Calls to mobiles are charged at 33c per minute.

Protalk \$163.90 Call Cost Crusher This plan commits the user to a minimum of \$163.90 per month for 24 months from the date of contract which equates to \$3933.60 spend including GST over the contract term. Included in the minimum spend is the National, local calls and Landline calls to mobiles only. Any call charges [other than national, local calls and landline calls to mobiles] including international calls, calls to 1300 or excessive usage as outlined in the Fair User Policy [FUP] does not contribute to the minimum spend of \$3933.60. There is an early cancellation fee of 5% of the remaining monthly plan charges, payment of which must be made within 14 days.

Protalk Kosciuszko Cap This plan commits the user to a minimum spend of \$49.99 per month inclusive of GST for a period of 24 months. The contract term commences from date of application. Minimum cost of the contract period is \$1199.76 including GST. Included in the minimum spend is line rental for 1 standard PSTN phone line, unlimited local, national and 13/1300 calls only from the nominated landline during business hours only (9am to 5pm local time Monday to Friday excluding both national and state public holiday's local to the service number). Any call charges [other than national, local and 13/1300 calls] including calls to mobiles and international calls, including excessive usage as outlined in the Fair Use Policy [FUP] does not contribute to the minimum spend of \$1199.76. There is an early cancellation fee of 9% of the remaining monthly plan charges, payment of which must be made within 14 days.

Protalk Daintree Cap This plan commits the user to a minimum spend of \$89.99 per month inclusive of GST for a period of 24 months. The contract term commences from date of application. Minimum cost of the contract period is \$2159.76 including GST. Included in the minimum spend is line rental for 1 standard PSTN phone line, unlimited local, national, calls to mobiles and calls to 13/1300 numbers from the nominated landline during business hours only (9am to 5pm local time Monday to Friday). Any other call charge including international calls or excessive usage as outlined in the Fair User Policy [FUP] does not contribute to the minimum spend of \$2159.76. There is an early cancellation fee of 7% of the remaining monthly plan charges, payment of which must be made within 14 days.

Protalk Kakadu Cap This plan commits the user to a minimum spend of \$149.99 per month inclusive of GST for a period of 24 months. The contract term commences from date of application. Minimum cost of the contract period is \$3599.76 including GST. Included in the minimum spend is line rental for 1 standard PSTN phone line, unlimited local, national, calls to mobiles, international direct dial and calls to 13/1300 numbers from the nominated landline (24/7). Any other call charge including excessive usage as outlined in the Fair User Policy [FUP] does not contribute to the minimum spend of \$3599.76. There is an early cancellation fee of 6% of the remaining monthly plan charges, payment of which must be made within 14 days.

Protalk Uluru Cap This plan commits the user to a minimum spend of \$294.99 per month inclusive of GST for a period of 24 months. The contract term commences from date of application. Minimum cost of the contract period is \$7079.76 including GST. Included in the minimum spend is line rental for 1 standard ISDN2 phone line, unlimited local, national, calls to mobiles, international direct dial and calls to 13/1300 numbers from the nominated landline (24/7). Any other call charge including excessive usage as outlined in the Fair User Policy [FUP] does not contribute to the minimum spend of \$7079.76. There is an early cancellation fee of 6% of the remaining monthly plan charges, payment of which must be made within 14 days.

Protalk Sunshine \$49 Cap

The plan commits the user to a minimum of \$53.90 per month on a non-contracted basis. Line rental is included in the \$53.90 plan and allows for \$53.90 worth of calls including local, national, calls to mobile, international, directory assistance calls and 13/1300 numbers. Local calls 19c per call untime, National calls 19c per minute 22c flag fall, Calls to mobile 36c per minute 22c flag fall. The plan applies to PSTN lines only. Accounts are subject to an account processing fee of \$4.13 per month unless direct debit is the payment method. Instances of a prime number and its associated auxiliary numbers the following will occur(e.g. Fax Duet & Multi-numbers). The prime number will be charged at the agreed upon capped plan; the auxiliary will be charged at Local: 19c per call, National: 13c per min/ 22c flagfall, Calls to Mobile: 33c per min/22c flagfall, 13/1300 calls: 30c per call (all prices include GST). All standard charges apply for additional Telstra features, which appear in the service and equipment portion of the invoice. Telstra features and valued added services are at an additional cost and not included in the cap. Premium 1900 numbers are not included in the cap. There are no cancellation charges if the user terminates the agreement but 30 days written notice is required.

Protalk Sunshine \$59 Cap

The plan commits the user to a minimum of \$64.90 per month on a non-contracted basis. Line rental is included in the \$64.90 plan and allows for \$64.90 worth of calls including local, national, calls to mobile, international, directory assistance calls and 13/1300 numbers. Local calls 19c per call untime, National calls 19c per minute 22c flagfall, Calls to mobile 36c per minute 22c flagfall. The plan applies to PSTN lines only. Accounts are subject to an account processing fee of \$4.13 per month unless direct debit is the payment method. Instances of a prime number and its associated auxiliary numbers the following will occur(e.g. Fax Duet & Multi-numbers). The prime number will be charged at the agreed upon capped plan; the auxiliary will be charged at Local: 19c per call, National: 13c per min/ 22c flagfall, Calls to Mobile: 33c per min/22c flagfall, 13/1300 calls: 30c per call (all prices include GST). All standard charges apply for additional Telstra features, which appear in the service and equipment portion of the invoice. Telstra features and valued added services are at an additional cost and not included in the cap. Premium 1900 numbers are not included in the cap. There are no cancellation charges if the user terminates the agreement but 30 days written notice is required.

Protalk Sunshine \$69 Cap

The plan commits the user to a minimum of \$75.90 per month on a non-contracted basis. Line rental is included in the \$75.90 plan and allows for \$75.90 worth of calls including local, national, calls to mobile, international, directory assistance calls and 13/1300 numbers. Local calls 19c per call untime, National calls 19c per minute 22c flagfall, Calls to mobile 36c per minute 22c flagfall. The plan applies to PSTN lines only. Accounts are subject to an account processing fee of \$4.13 per month unless direct debit is the payment method. Instances of a prime number and its associated auxiliary numbers the following will occur(e.g. Fax Duet & Multi-numbers). The prime number will be charged at the agreed upon capped plan; the auxiliary will be charged at Local: 19c per call, National: 13c per min/ 22c flagfall, Calls to Mobile: 33c per min/22c flagfall, 13/1300 calls: 30c per call (all prices include GST). All standard charges apply for additional Telstra features, which appear in the service and equipment portion of the invoice. Telstra features and valued added services are at an additional cost and not included in the cap. Premium 1900 numbers are not included in the cap. There are no cancellation charges if the user terminates the agreement but 30 days written notice is required.

Protalk Sunshine \$89 Cap

The plan commits the user to a minimum of \$97.90 per month on a non-contracted basis. Line rental is included in the \$97.90 plan and allows for \$130.90 worth of calls including local, national, calls to mobile, international, directory assistance calls and 13/1300 numbers. Local calls 19c per call untime, National calls 19c per minute 22c flagfall, Calls to mobile 36c per minute 22c flagfall. The plan applies to PSTN lines only. Accounts are subject to an account processing fee of \$4.13 per month unless direct debit is the payment method. Instances of a prime number and its associated auxiliary numbers the following will occur(e.g. Fax Duet & Multi-numbers). The prime number will be charged at the agreed upon capped plan; the auxiliary will be charged at Local: 19c per call, National: 13c per min/ 22c flagfall, Calls to Mobile: 33c per min/22c flagfall, 13/1300 calls: 30c per call (all prices include GST). All standard charges apply for additional Telstra features, which appear in the service and equipment portion of the invoice. Telstra features and valued added services are at an additional cost and not included in the cap. Premium 1900 numbers are not included in the cap. There are no cancellation charges if the user terminates the agreement but 30 days written notice is required.

Business Plus Plan

This plan commits the user to a minimum monthly spend of \$148.49 for 24 months which equates to \$3563.76 spend including GST over the contract term. There is an early cancellation fee of 6% of the remaining monthly plan charges, payment of which must be made within 14 days. Included in the minimum spend is 1 PSTN line rental, \$134.99 ex GST for each of local calls, national calls, calls to mobiles and international calls. Capped calls are from a nominated landline only. Any call charges including calls to 019/1900 numbers, excess charges over the included calls, will be charged at the stated rates above. 13/1300 numbers are 27c ex GST per call. Plan charges are billed in advance. \$3.75 ex GST monthly fee applies for non direct debit customers. If your international destination is not on the international destinations list, it means the destination is charged in addition to the plan charge and not included in the Business Plus Plan. Instances of a prime number and its associated auxiliary numbers the following will occur(e.g. Fax Duet & Multi-numbers). The prime number will be charged at the agreed upon capped plan; the auxiliary will be charged at Local: 19c per call, National: 13c per min/ 22c flagfall, Calls to Mobile: 33c per min/22c flagfall, 13/1300 calls: 30c per call (all prices include GST). All standard charges apply for additional Telstra features, which appear in the service and equipment portion of the invoice.

Bundled Products

Protalk Recession Buster This plan commits the user to a minimum spend of \$174.90 per month inclusive of GST for a period of 36 months. The contract term commences from date of application. Minimum cost of the contract period is \$6296.40 including 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 (FUP). 1 ADSL modem 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 included 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 fees. Mobile data usage not included in call credit. There is an early cancellation fee of 24% of the remaining monthly plan charges, payment of which must be made within 14 days. **"This plan is subject to the Acceptable Use Policy"**

Recession Buster Upgrade Pack A This plan commits the user to a minimum spend of \$53.90 per month inclusive of GST for a period of 36 months. The contract term commences from date of application. Minimum cost of the contract period is \$1940.40 including GST. Included in the minimum spend is an additional \$220 worth of call credit, giving you a total of \$330 worth of call credit and 300mb of included mobile data. You must have a Protalk Recession Buster plan to be eligible to sign onto Recession Buster Stimulus Pack Plan. There is an early cancellation fee of 5% of remaining monthly charges, payment of which must be made in 14 days.

Recession Buster Upgrade Pack B This plan commits the user to a minimum spend of \$86.90 per month inclusive of GST for a period of 36 months. The contract term commences from date of application. Minimum cost of the contract period is \$3128.40 including GST. Included in the minimum spend is an additional \$495 worth of call credit, giving you a total of \$605 worth of call credit and 750mb of included mobile data. You must have a Protalk Recession Buster plan to be eligible to sign onto Recession Buster Stimulus Pack Plan. There is an early cancellation fee of 4% of remaining monthly charges, payment of which must be made in 14 days.

Recession Buster Upgrade Pack C This plan commits the user to a minimum spend of \$108.90 per month inclusive of GST for a period of 36 months. The contract term commences from date of application. Minimum cost of the contract period is \$3920.40 including GST. Included in the minimum spend is an additional \$660 worth of call credit, giving you a total of \$770 worth of call credit and 1Gb of included mobile data. You must have a Protalk Recession Buster plan to be eligible to sign onto Recession Buster Stimulus Pack Plan. There is an early cancellation fee of 4% of remaining monthly charges, payment of which must be made in 14 days.

First Base Bundle This plan commits the user to a minimum spend of \$108.89 per month inclusive of GST for a period of 24 months. The contract term commences from date of application. Minimum cost of the contract period is \$2613.36 including GST. Included in the minimum spend is line rental for 1 standard PSTN phone line, unlimited local, national calls from the nominated landline and 1 ADSL connection (1.5mb-256kb), 2 GB of data included. Minimum spend does not include calls to mobiles, calls to 13/1300 numbers and international calls or any other services. Included calls are from the nominated landline only. ADSL connection is shaped once download limit has been reached in any billing month. Fair Usage Policy applies. All other call types will be billed in addition to plan fees. There is an early cancellation fee of 17% of the remaining monthly plan charges, payment of which must be made within 14 days. Calls to mobiles billed at 36c p/min with an 11c flagfall. Included hardware is 1 pre-configured modem. **“This plan is subject to the Acceptable Use Policy”**

Second Base Bundle This plan commits the user to a minimum spend of \$153.99 per month inclusive of GST for a period of 24 months. The contract term commences from date of application. Minimum cost of the contract period is \$3695.76 including GST. Included in the minimum spend is line rental for 1 standard PSTN phone line, unlimited local, national, calls to mobiles from the nominated landline and 1 ADSL connection (1.5mb-256kb), 10 GB of data included. Minimum spend does not include calls to 13/1300 numbers and international calls or any other services. Included calls are from the nominated landline only. ADSL connection is shaped once download limit has been reached in any billing month. Fair Usage Policy applies. Included hardware is 1 pre-configured modem. There is an early cancellation fee of 14% of the remaining monthly plan charges, payment of which must be made within 14 days. **“This plan is subject to the Acceptable Use Policy”**

Third Base Bundle This plan commits the user to a minimum spend of \$219.99 per month inclusive of GST for a period of 24 months. The contract term commences from date of application. Minimum cost of the contract period is \$5279.76 including GST. Included in the minimum spend is line rental for 1 standard PSTN phone line, unlimited local, national, calls to mobiles from the nominated landline and 1 ADSL connection (1.5mb-256kb), 10 GB of data included and 3Gb Wireless Internet per month. Minimum spend does not include calls to 13/1300 numbers and international calls or any other services. Included calls are from the nominated landline only. ADSL connection is shaped once download limit has been reached in any billing month. Wireless excess usage is charged at 20c per Mb once allocated data allowance has been exceeded. Fair Usage Policy applies. Included hardware is 1 pre-configured modem, 1 USB modem and 1 ASUS EEE-PC Netbook. There is an early cancellation fee of 15% of the remaining monthly plan charges, payment of which must be made within 14 days. **“This plan is subject to the Acceptable Use Policy”**

Freedom Combo 10

Minimum cost over 24 months is \$2399.76. This offer can be withdrawn at any time without notice. This plan commits the user to a minimum spend of \$99.99 ex GST per month for 24 months. Included in the minimum spend is 1 PSTN line rental, \$100 ex GST for each local, and national calls. Also included in the \$99.99 plan is 10GB ADSL broadband, with speeds of up to 1.5/256mbps. Local calls after cap is used are 15c per call untimed, national 15c per minute 20c flagfall, calls to mobiles are charged at 35c per minute 20c flagfall, 13/1300 numbers are charged at 31c per call, 019 numbers 31c per call and Landline originated SMS 31c per call. Value added services and directory assistance are charged in addition to plan charge. There is an early cancellation fee of 100% of the remainder of the contract, payment of which must be made within 14 days. ADSL speed will be shaped to 64k once inclusive download quota is reached until the start of the next billing month. † Wireless broadband: excess usage is charged at 20c per MB once allocated data allowance has been exceeded. The maximum excess usage for wireless broadband is 3GB, at which stage the service is suspended for that particular month. Instances of a prime number and its associated auxiliary numbers the following will occur(e.g. Fax Duet & Multi-numbers). The prime number will be charged at the agreed upon capped plan; the auxiliary will be charged at Local: 19c per call, National: 13c per min/ 22c flagfall, Calls to Mobile: 33c per min/22c flagfall, 13/1300 calls: 30c per call (all prices include GST). All standard charges apply for additional Telstra features, which appear in the service and equipment portion of the invoice.

Freedom Combo 50

Minimum cost over 24 months is \$3839.76. This offer can be withdrawn at any time without notice. This plan commits the user to a minimum spend of \$159.99 ex GST per month for 24 months. Included in the minimum spend is 1 PSTN line rental, \$160 ex GST for each local, national and calls to mobiles. Also included in the \$159.99 plan is 50GB ADSL broadband, with speeds of up to 1.5/256mbps. Local calls after cap is used are 15c per call untimed, national 15c per minute 20c flagfall, calls to mobiles are charged at 35c per minute 20c flagfall, calls to mobiles are charged at 35c per minute 20c flagfall, 13/1300 numbers are charged at 31c per call, 019 numbers 31c per call and Landline originated SMS 31c per call. Value added services and directory assistance are charged in addition to plan charge. There is an early cancellation fee of 100% of the remainder of the contract, payment of which must be made within 14 days. ADSL speed will be shaped to 64k once inclusive download quota is reached until the start of the next billing month. Instances of a prime number and its associated auxiliary numbers the following will occur(e.g. Fax Duet & Multi-numbers). The prime number will be charged at the agreed upon capped plan; the auxiliary will be charged at Local: 19c per call, National: 13c per min/ 22c flagfall, Calls to Mobile: 33c per min/22c flagfall, 13/1300 calls: 30c per call (all prices include GST). All standard charges apply for additional Telstra features, which appear in the service and equipment portion of the invoice.

Freedom Combo 80

Minimum cost over 24 months is \$4799.76. This offer can be withdrawn at any time without notice. This plan commits the user to a minimum spend of \$199.99 ex GST per month for 24 months. Included in the minimum spend is 1 PSTN line rental, \$200 ex GST for each local, national and calls to mobiles. Also included in the \$199.99 plan is 80GB ADSL broadband, with speeds of up to 1.5/256mbps. Local calls after cap is used are 15c per call untimed, national 15c per minute 20c flagfall, calls to mobiles are charged at 35c per minute 20c flagfall, 13/1300 numbers are charged at 31c per call, 019 numbers 31c per call and Landline originated SMS 31c per call. Value added services and directory assistance are charged in addition to plan charge. There is an early cancellation fee of 100% of the remainder of the contract, payment of which must be made within 14 days. ADSL speed will be shaped to 64k once inclusive download quota is reached until the start of the next billing month. Instances of a prime number and its associated auxiliary numbers the following will occur(e.g. Fax Duet & Multi-numbers). The prime number will be charged at the agreed upon capped plan; the auxiliary will be charged at Local: 19c per call, National: 13c per min/ 22c flagfall, Calls to Mobile: 33c per min/22c flagfall, 13/1300 calls: 30c per call (all prices include GST). All standard charges apply for additional Telstra features, which appear in the service and equipment portion of the invoice.

10Gb Snap-in This plan commits the user to a minimum spend of \$17.59 per month inclusive of GST for a period of 24 months. Total minimum spend over 24 months is \$422.16 inclusive of GST. There is an early cancellation fee of 6% of the remaining monthly plan charges, payment of which must be made within 14 days. You must have a Protalk Recession Buster, First / Second or Third Base Bundle plan to be eligible to sign onto Data Snap-in Packs. Fair Use Policy applies. ADSL connection is shaped once download limit has been reached in any billing month. **“This plan is subject to the Acceptable Use Policy”**

15Gb Snap-in This plan commits the user to a minimum spend of \$21.99 per month inclusive of GST for a period of 24 months. Total minimum spend over 24 months is \$527.76 inclusive of GST. There is an early cancellation fee of 9% of the remaining monthly plan charges, payment of which must be made within 14 days. You must have a Protalk Recession Buster, First / Second or Third Base Bundle plan to be eligible to sign onto Data Snap-in Packs. Fair Use Policy applies. ADSL connection is shaped once download limit has been reached in any billing month. **"This plan is subject to the Acceptable Use Policy"**

25Gb Snap-in This plan commits the user to a minimum spend of \$32.99 per month inclusive of GST for a period of 24 months. Total minimum spend over 24 months is \$791.76 inclusive of GST. There is an early cancellation fee of 7% of the remaining monthly plan charges, payment of which must be made within 14 days. You must have a Protalk Recession Buster, First / Second or Third Base Bundle plan to be eligible to sign onto Data Snap-in Packs. Fair Use Policy applies. ADSL connection is shaped once download limit has been reached in any billing month. **"This plan is subject to the Acceptable Use Policy"**

50Gb Snap-in This plan commits the user to a minimum spend of \$43.99 per month inclusive of GST for a period of 24 months. Total minimum spend over 24 months is \$1055.76 inclusive of GST. There is an early cancellation fee of 5% of the remaining monthly plan charges, payment of which must be made within 14 days. You must have a Protalk Recession Buster, First / Second or Third Base Bundle plan to be eligible to sign onto Data Snap-in Packs. Fair Use Policy applies. ADSL connection is shaped once download limit has been reached in any billing month. **"This plan is subject to the Acceptable Use Policy"**

Mobile Products

Yarra Cap This plan commits the user to a minimum spend of \$27.50 per month inclusive of GST for a period of 24 months. The contract term commences from date of application. Minimum cost of the contract period is \$660.00 including GST. Included in the minimum spend is a mobile handset specified at time of application and \$110 of included call value. Included call value covers national and calls to mobiles only from the nominated SIM card. SMS rate is 33c per message, MMS rate is 72c per message, GPRS rate is 3c per KB, Voicemail deposit rate is 11c per 30sec, and Voicemail retrieval rate is 22c per 30sec and 39c flagfall per call. Any other call charges including excessive usage as outlined in the Fair User Policy [FUP] does not contribute to the minimum spend of \$660.00. There is an early cancellation fee of 44% of the remaining monthly plan charges, payment of which must be made within 14 days.

Snowy Cap This plan commits the user to a minimum spend of \$53.90 per month inclusive of GST for a period of 24 months. The contract term commences from date of application. Minimum cost of the contract period is \$1293.60 including GST. Included in the minimum spend is a mobile handset specified at time of application and \$330 of included call value. Included call value covers national calls, calls to mobiles, SMS, MMS and voicemail only from the nominated SIM card. Any other call charges including excessive usage as outlined in the Fair User Policy [FUP] does not contribute to the minimum spend of \$1293.60. There is an early cancellation fee of 28% of the remaining monthly plan charges, payment of which must be made within 14 days.

Darling Cap This plan commits the user to a minimum spend of \$97.90 per month inclusive of GST for a period of 24 months. The contract term commences from date of application. Minimum cost of the contract period is \$2349.60 including GST. Included in the minimum spend is a mobile handset specified at time of application and \$770 of included call value. Included call value covers national calls, calls to mobiles, SMS, MMS and voicemail only from the nominated SIM card. Any other call charges including excessive usage as outlined in the Fair User Policy [FUP] does not contribute to the minimum spend of \$2349.60. There is an early cancellation fee of 24% of the remaining monthly plan charges, payment of which must be made within 14 days.

Mobile Double Deal This plan commits the user to a minimum spend of \$97.90 per month inclusive of GST for a period of 24 months. The contract term commences from date of application. Minimum cost of the contract period is \$2349.60 including GST. Included in the minimum spend is 2 Mobile 3G SIM cards, two mobile handsets specified at time of application and \$660 of included call value aggregated across the two mobile SIMs. Included call value covers national and calls to mobiles only from the nominated SIM cards. Excessive usage charged at 44c per 30 sec. SMS rate is 28c per message, MMS rate is 64c per message, GPRS rate is 3c per KB, Voicemail deposit rate is 11c per 30sec, and Voicemail retrieval rate is 22c per 30sec and 39c flagfall per call. Any other call charge including excessive usage as outlined in the Fair User Policy [FUP] does not contribute to the minimum spend of \$2349.60. A once of \$27.50 connection fee per SIM applies. There is an early cancellation fee of 19% of the remaining monthly plan charges, payment of which must be made within 14 days.

Plan Zero This plan has no minimum spend or contract period. National, calls to 1300/13 and calls to mobiles rates are 17c per 30 sec with 11c flagfall billed in 1sec increments. Other charges are SMS 25c per message, MMS 75c per message, GPRS 3c per Kb, Calls to 1800 numbers 16.5c per 30 secs 11c flagfall (billed in 30 sec increments) Voicemail Deposit 6c per 30 sec, Voicemail Retrieval 11c per 30 sec. A one off \$27.50 connection fee applies. Billed on your first invoice.

\$79 BlackBerry Cap *Minimum Total cost for the BlackBerry® Curve™ 8520 Smartphone on the \$79 BlackBerry® Cap Plan is \$1659 over 24 months. Cancellation fees apply. Includes up to \$300 worth of voice and text. If you exceed \$300 worth of voice calls and text messages in any billing period, standard call and text rates of your plan will apply. ^BlackBerry® Internet browsing is through the BlackBerry® Internet Browser and/or the BlackBerry® Browser. +Included email is to POP3 emails only through the BlackBerry® Internet service. All plans and offers: are subject to the Protalk Fair Use Policy. The BlackBerry®, RIM®, Research In Motion®, SureType®, SurePress™ and related trademarks, names and logos are the property of Research In Motion Limited and are registered and/or used in the U.S. and countries around the world. For full coverage information, go to www.optus.com.au/coverage. For full terms and conditions including exclusions see www.Protalk.com.au

\$59 BlackBerry Cap *Minimum Total cost for the BlackBerry® Curve™ 8520 Smartphone on the \$59 BlackBerry® Cap Plan is \$1416 over 24 months. Cancellation fees apply. Includes up to \$120 worth of voice and text. If you exceed \$120 worth of voice calls and text messages in any billing period, standard call and text rates of your plan will apply. ^BlackBerry® Internet browsing is through the BlackBerry® Internet Browser and/or the BlackBerry® Browser. +Included email is to POP3 emails only through the BlackBerry® Internet service. All plans and offers: are subject to the Protalk Fair Use Policy. The BlackBerry®, RIM®, Research In Motion®, SureType®, SurePress™ and related trademarks, names and logos are the property of Research In Motion Limited and are registered and/or used in the U.S. and countries around the world. For full coverage information, go to www.optus.com.au/coverage. For full terms and conditions including exclusions see www.Protalk.com.au

\$99 BlackBerry Cap *Minimum Total cost for the BlackBerry® Curve™ 8520 Smartphone on the \$99 BlackBerry® Cap Plan is \$2376 over 24 months. Cancellation fees apply. Includes up to \$550 worth of voice and text. If you exceed \$300 worth of voice calls and text messages in any billing period, standard call and text rates of your plan will apply. ^BlackBerry® Internet browsing is through the BlackBerry® Internet Browser and/or the BlackBerry® Browser. +Included email is to POP3 emails only through the BlackBerry® Internet service. All plans and offers: are subject to the Protalk Fair Use Policy. The BlackBerry®, RIM®, Research In Motion®, SureType®, SurePress™ and related trademarks, names and logos are the property of Research In Motion Limited and are registered and/or used in the U.S. and countries around the world. For full coverage information, go to www.optus.com.au/coverage. For full terms and conditions including exclusions see www.Protalk.com.au

Mobile Wireless Data Products

Enterprise Wireless Internet 300Mb This plan commits the user to a minimum spend of \$12.99 per month inclusive of GST for a period of 24 months for the 300Mb Plan. Minimum cost of the contract period is \$311.76 including GST. The contract term commences from date of application. Included in the minimum spend is the allotted data allowance at the time of application. Any other usage charges including excessive usage as outlined in the Fair User Policy [FUP] does not contribute to the minimum spend of the plan. Excess usage is charged at 20c per Mb once the 300Mb allocated data allowance has been exceeded. If modem is purchased a \$100 applies to the 300Mb plan. There is an early cancellation fee of 73% of the remaining monthly plan charges, payment of which must be made within 14 days.

Enterprise Wireless Internet 1Gb This plan commits the user to a minimum spend of \$19.99 per month inclusive of GST for a period of 24 months for the 1Gb Plan. Minimum cost of the contract period is \$479.76 including GST. The contract term commences from date of application. Included in the minimum spend is the allotted data allowance at the time of application. Any other usage charges including excessive usage as outlined in the Fair User Policy [FUP] does not contribute to the minimum spend of the plan. Excess usage is charged at 20c per Mb once the 1Gb allocated data allowance has been exceeded. Free USB Modem included on the 1Gb plan. There is an early cancellation fee of 49% of the remaining monthly plan charges, payment of which must be made within 14 days.

Enterprise Wireless Internet 2Gb This plan commits the user to a minimum spend of \$29.99 per month inclusive of GST for a period of 24 months for the 2Gb Plan. Minimum cost of the contract period is \$719.76 including GST. The contract term commences from date of application. Included in the minimum spend is the allotted data allowance at the time of application. Any other usage charges including excessive usage as outlined in the Fair User Policy [FUP] does not contribute to the minimum spend of the plan. Excess usage is charged at 20c per Mb once the 2Gb allocated data allowance has been exceeded. Free USB Modem included on the 2Gb plan. There is an early cancellation fee of 35% of the remaining monthly plan charges, payment of which must be made within 14 days.

Enterprise Wireless Internet 3Gb This plan commits the user to a minimum spend of \$39.99 per month inclusive of GST for a period of 24 months for the 3Gb Plan. Minimum cost of the contract period is \$959.76 including GST. The contract term commences from date of application. Included in the minimum spend is the allotted data allowance at the time of application. Any other usage charges including excessive usage as outlined in the Fair User Policy [FUP] does not contribute to the minimum spend of the plan. Excess usage is charged at 20c per Mb once the 3Gb allocated data allowance has been exceeded. Free USB Modem included on the 3Gb plan. There is an early cancellation fee of 29% of the remaining monthly plan charges, payment of which must be made within 14 days.

Enterprise Wireless Internet 5Gb This plan commits the user to a minimum spend of \$49.99 per month inclusive of GST for a period of 24 months for the 5Gb Plan. Minimum cost of the contract period is \$1199.76 including GST. The contract term commences from date of application. Included in the minimum spend is the allotted data allowance at the time of application. Any other usage charges including excessive usage as outlined in the Fair User Policy [FUP] does not contribute to the minimum spend of the plan. Excess usage is charged at 20c per Mb once the 5Gb allocated data allowance has been exceeded. Free USB Modem included on the 5Gb plan. There is an early cancellation fee of 24% of the remaining monthly plan charges, payment of which must be made within 14 days.

ADSL Products

Businessnet Standard 256Kbs 500Mb Shaped This plan commits the user to a minimum spend of \$34.95 per month inclusive of GST for a period of 24 months for the 500Mb Plan. Minimum cost of the contract period is \$838.80 including GST. The contract term commences from date of application. Included in the minimum spend is 1 ADSL connection speed of 256kb, 500Mb of data included. ADSL connection is shaped once download limit has been reached in any billing month. Fair Usage Policy applies. There is an early cancellation fee of 32% of the remaining monthly plan charges, payment of which must be made within 14 days. Included hardware is 1 pre-configured modem. A once off installation fee of \$137.50 applies. **"This plan is subject to the Acceptable Use Policy"**

Businessnet Standard 512Kbs 1Gb Shaped This plan commits the user to a minimum spend of \$44.95 per month inclusive of GST for a period of 24 months for the 1Gb Plan. Minimum cost of the contract period is \$1078.80 including GST. The contract term commences from date of application. Included in the minimum spend is 1 ADSL connection speed of 512kb, 1Gb of data included. ADSL connection is shaped once download limit has been reached in any billing month. Fair Usage Policy applies. There is an early cancellation fee of 26% of the remaining monthly plan charges, payment of which must be made within 14 days. Included hardware is 1 pre-configured modem. A once off installation fee of \$137.50 applies. **"This plan is subject to the Acceptable Use Policy"**

Businessnet Standard 1.5Mb/s 5Gb Shaped This plan commits the user to a minimum spend of \$54.95 per month inclusive of GST for a period of 24 months for the 5Gb Plan. Minimum cost of the contract period is \$1318.80 including GST. The contract term commences from date of application. Included in the minimum spend is 1 ADSL connection speed of 1.5Mb/s, 5Gb of data included. ADSL connection is shaped once download limit has been reached in any billing month. Fair Usage Policy applies. There is an early cancellation fee of 22% of the remaining monthly plan charges, payment of which must be made within 14 days. Included hardware is 1 pre-configured modem. A once off installation fee of \$137.50 applies. **"This plan is subject to the Acceptable Use Policy"**

Businessnet Standard 1.5Mb/s 10Gb Shaped This plan commits the user to a minimum spend of \$59.95 per month inclusive of GST for a period of 24 months for the 10Gb Plan. Minimum cost of the contract period is \$1438.80 including GST. The contract term commences from date of application. Included in the minimum spend is 1 ADSL connection speed of 1.5Mb/s, 10Gb of data included. ADSL connection is shaped once download limit has been reached in any billing month. Fair Usage Policy applies. There is an early cancellation fee of 20% of the remaining monthly plan charges, payment of which must be made within 14 days. Included hardware is 1 pre-configured modem. A once off installation fee of \$137.50 applies. **"This plan is subject to the Acceptable Use Policy"**

Businessnet Standard 1.5Mb/s 15Gb Shaped This plan commits the user to a minimum spend of \$69.95 per month inclusive of GST for a period of 24 months for the 15Gb Plan. Minimum cost of the contract period is \$1678.80 including GST. The contract term commences from date of application. Included in the minimum spend is 1 ADSL connection speed of 1.5Mb/s, 15Gb of data included. ADSL connection is shaped once download limit has been reached in any billing month. Fair Usage Policy applies. There is an early cancellation fee of 18% of the remaining monthly plan charges, payment of which must be made within 14 days. Included hardware is 1 pre-configured modem. A once off installation fee of \$137.50 applies. **"This plan is subject to the Acceptable Use Policy"**

Businessnet Standard 1.5Mb/s 25Gb Shaped This plan commits the user to a minimum spend of \$74.95 per month inclusive of GST for a period of 24 months for the 25Gb Plan. Minimum cost of the contract period is \$1798.80 including GST. The contract term commences from date of application. Included in the minimum spend is 1 ADSL connection speed of 1.5Mb/s, 25Gb of data included. ADSL connection is shaped once download limit has been reached in any billing month. Fair Usage Policy applies. There is an early cancellation fee of 17% of the remaining monthly plan charges, payment of which must be made within 14 days. Included hardware is 1 pre-configured modem. A once off installation fee of \$137.50 applies. **"This plan is subject to the Acceptable Use Policy"**

Businessnet Standard 1.5Mb/s 50Gb Shaped This plan commits the user to a minimum spend of \$119.95 per month inclusive of GST for a period of 24 months for the 50Gb Plan. Minimum cost of the contract period is \$2878.80 including GST. The contract term commences from date of application. Included in the minimum spend is 1 ADSL connection speed of 1.5Mb/s, 50Gb of data included. ADSL connection is shaped once download limit has been reached in any billing month. Fair Usage Policy applies. There is an early cancellation fee of 13% of the remaining monthly plan charges, payment of which must be made within 14 days. Included hardware is 1 pre-configured modem. A once off installation fee of \$137.50 applies. **"This plan is subject to the Acceptable Use Policy"**

Inbound Products

Protalk Inbound 1800 Monthly Inbound Service Fee \$16.50, Local calls 8.8c (minimum charge 4c per min) National 12.1c per min, Mobile to fixed 19.8c per min, Fixed to mobile 42.9c per min, Mobile to mobile 42.9c per min. Charges are inclusive of GST. Calls billed in per second increments.

Protalk Inbound 1300 Monthly Inbound Service Fee \$16.50, Local calls 8.8c (first 20 min free) National 12.1c per min, Mobile to fixed 19.8c per min, Fixed to mobile 42.9c per min, Mobile to mobile 42.9c per min. Charges are inclusive of GST. Calls billed in per second increments.

Inbound 1300/1800 Unlimited This plan commits the user to a minimum of \$49.99 per month for 24 months from the date of contract which equates to \$1199.76 spend including GST over the contract term. Included in the minimum spend is Unlimited calls. You are supplied with a free 1300 or 1800 number and free set-up. There is an early cancellation fee of 22% of the remaining monthly plan charges, payment of which must be made within 14 days. Fair Usage Policy applies.

“Broadband Service Acceptable Use Policy”

All Broadband ADSL services are subject to “OPTUSNET ACCEPTABLE USE POLICY”.

By using this service you agree to the terms laid out in the policy below.

OPTUSNET ACCEPTABLE USE POLICY**1 ABOUT THIS POLICY****2 General****3 Illegal Activity****4 Security****5 Risks of the Internet****6 Content Publishing****7 Electronic Messaging****8 Online Forums****9 Automated Applications****10 Violation of Acceptable Use Policy****11 WHAT DO WORDS IN THIS POLICY MEAN?****1 ABOUT THIS POLICY**

This policy is set out below - please read it carefully. *Your* use of the *service* is subject to the following rules and guidelines contained in this policy. The meaning of the words printed *like this* is set out at the end of this policy, the *service description* for the relevant *service* or in the *consumer terms* or *SMB terms* (as applicable to *you*). If a definition in this policy is inconsistent with a definition in the *service description* for the relevant *service* or in the *consumer terms* or *SMB terms* (as applicable to *you*), the definition in this policy applies.

2 General

This policy is designed to ensure that *your* use of the *service* does not break any laws, hinder the efficient operation of *our network*, interfere with the rights of *OptusNet customers*, or interfere more generally with the rights of Internet users.

Some Telcoblu Wireless Connect customers do not receive an *OptusNet account* as part of the *service*. Those parts of this policy that relate specifically to the *OptusNet account* do not apply to those Telcoblu Wireless Connect customers.

You are responsible for ensuring that use of the *service* and *your OptusNet account* (if any) complies with this policy. *You* are also responsible for any use of the *service* even if, for example, it was used, with or without *your* consent, by a friend, family member, guest or employee who gains access to the *service* or *your OptusNet account* (if any).

If we amend this policy, we may notify *you*, and *you* hereby consent to us sending *you* notices in such a way, by using one or more of the following methods: mail (to the last address *you* have given us), email (to *your primary email address*), or notice on *our* OptusNet web site at www.optus.com.au/optusnet (if the *service* is a pre-paid service).

You should consult this policy regularly to ensure that *your* activities conform to the most recent version.

If there is an inconsistency between any other part of *your agreement* and this policy, this policy will apply.

If *you* become aware of any violations of this policy by other OptusNet users you should contact us.

3 Illegal Activity

You must not use the *service* for any activity that breaches any law or violates any local, state, federal or international law, order or regulation.

Prohibited activities include (but are not limited to): posting, disseminating, or in some cases accessing, *content* which is unlawful, including: *content* that is or would be classified by the *Classification Board* as *RC rated* or *X rated* and that is or would be classified by the *Classification Board* as *R rated* where a *restricted access system* is not in place, *content* which violates the copyright or other *intellectual property rights* of others. *You* assume all risks regarding the determination of whether material is in the public domain, or *content* that defames, harasses or abuses anyone or violates their privacy, pyramid or other illegal soliciting schemes, or any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.

4 Security

You are responsible for any misuse of the *service*, as set out in clause 2(b) above. *You* must take reasonable steps to ensure that others do not gain unauthorised access to the *service* and *your OptusNet account* (if any).

The *service* must not be used to obtain or attempt to obtain unauthorised access to any computer, system or *network*. If *you* do not have authorisation, prohibited activities include (but are not limited to): accessing, monitoring or using any data, systems or *networks*, probing, scanning or testing the vulnerability of a system or *network*, breaching any security or authentication measures for a system or *network*, accessing the account or private information of any other person or entity, accessing any server in violation of any acceptable use policy of that server, including any attempt to do any of the things mentioned in paragraphs (i) to (iv) above.

You must not: use (or attempt to use) or distribute tools designed for compromising security including, but not limited to, password guessing programs, cracking tools, packet sniffers or *network* probing tools, knowingly transmit or disseminate any information or software, which contains a virus or other harmful feature, use (or attempt to use) the *service* in a manner that may interfere with the technical operation of the *service* or any other computer, system, *network* or telecommunications services, including (but not limited to) denial of service attacks, flooding of a *network*, overloading a service, improper seizing and abuse of operator privileges and attempts to „crash“ a host, or interfere (or attempt to interfere) with the regular workings of *our* systems or *network* connections.

You are solely responsible for the security of any device *you* choose to connect to the *service*, including any data stored on that device. We recommend against enabling file or printer sharing of any sort. We recommend that any files or services *you* do choose to make available for remote access be protected with a password or other appropriate measures to prevent unauthorised access. *You* must notify us immediately of any unauthorised or attempted unauthorised use of *your service* and any other breach or attempted breach of security.

5 Risks of the Internet

Some activities that you can perform when accessing the Internet may be harmful or cause loss to you, other people that may access your service, or your equipment. Typical activities include (but are not limited to): downloading *content* (including receiving emails) from the Internet which may introduce viruses or other harmful features to your computer, purchasing goods or services using the Internet, transmitting confidential information over the Internet (such as your credit card number or other personal information), or accessing and viewing content on the Internet or otherwise available through the service that may be offensive to some individuals, or inappropriate for children (for example, it is possible to obtain access to content that is pornographic, offensive and/or unsuitable for children). *You* bear all risk associated with the activities referred to in paragraph (a) above, and we do not have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such activities. *You* may minimise the risk of accessing illegal or offensive *content* as well as managing use of the Internet by using a *filtering solution*. We will provide access to one or more of these *filtering solutions* at a reasonable cost to *you* as part of the *service*. *You* have the right to make complaints to the Australian Communications and Media Authority about Internet *content* which is or would be classified by the *Classification Board* as *X rated*, *RC rated*, or *R rated* and does not have a *restricted access system* in place.

6 Content Publishing

You are solely responsible for any *content* that you publish via websites, email, newsgroups, online forums or other publishing mediums accessed via the *service*. You must not publish material that is or would be classified by the *Classification Board* as *RC rated* or *X rated* via websites, email, newsgroups or other publishing mediums accessible via the *service*.

You must take appropriate precautions to prevent minors from accessing or receiving any *content* you have published that may be inappropriate for them. This includes implementing a *restricted access system* on *content* that is or would be classified by the *Classification Board* as *R rated*. We also encourage you to use appropriate warnings and / or labelling systems in respect of content which is likely to be considered unsuitable for children. We reserve the right to block access to, to remove, or to refuse to post any *content*, in whole or in part, that we, in our sole discretion, deem to be offensive, indecent, or otherwise inappropriate regardless of whether such *content* or its dissemination is unlawful. This includes (but is not limited to) obscene material, fraudulent or deceptive statements, threatening, intimidating or harassing statements, or material which violates the privacy rights or *intellectual property rights* of others, or is likely to be defamatory of another person. Commonwealth legislation allows the Australian Communications and Media Authority to direct us to remove certain prohibited or potentially prohibited *content* from our servers or to Version – Final 20070531 prevent users from accessing certain Internet *content*. We may take any steps necessary in order to ensure compliance with any relevant industry code of practice, or notification or direction from the Australian Communications and Media Authority, including removing any *content* (including part or all of a website) from our servers, blocking access to newsgroups, closing or suspending your *OptusNet account*, filtering the Internet *content* made available to you or restricting access to a particular website. We may take these steps at any time and without notice to you. Commonwealth legislation allows copyright owners or their agents to direct us to remove copyright materials from our servers or to prevent users from accessing copyright materials. We may take any steps necessary in order to ensure compliance with a notification from a copyright owner or their agent, including removing any *content* (including part or all of a website) from our servers, closing or suspending your *OptusNet account*, filtering the Internet *content* made available to you or restricting access to a particular website. We may take these steps at any time and without notice to you. We are under no obligation to monitor transmissions or published *content* on the *service*. However, we (or our agents) have the right to monitor such transmissions or published *content* from time to time and to disclose that content. By using the *service* to reproduce, publish, display, transmit or distribute *content*, you warrant that the *content* complies with this policy and authorises us (or our agents) to reproduce, publish, display, transmit and distribute such *content* as necessary for us to deliver the *content* in a timely manner.

7 Electronic Messaging

You must not use the *service* to send bulk and/or unsolicited messages. This includes, but is not limited to commercial advertising, informational announcements, charity requests, petitions for signatures, chain letters and political or religious messages. You must only send such a message to those individuals who have explicitly requested it. The *service* must not be used to: send messages to any individual or entity who has indicated that he/she/it does not wish to receive messages from you, collect or redirect responses from unsolicited messages sent from accounts on other Internet hosts or messaging services which violates this policy, or the equivalent policy or any other policy of any other Internet service provider or web site. Moreover, unsolicited messages sent from accounts on other Internet hosts or messaging services may not direct the recipient to any web site or other resource that uses our *network*. You must not: obscure, alter or delete the source of messages that you send or forge message headers, send numerous copies of the same or substantially similar messages, or send very large messages or files, to a recipient with the intent to disrupt a server or account (for example, „mail bombing“), send chain letters, whether or not the recipient wishes to receive such mailings. We are not responsible for forwarding or storing messages sent to any *OptusNet account* that has been suspended or cancelled. Such messages may be returned to sender, ignored, deleted, or stored temporarily at our sole discretion.

8 Online Forums

This clause applies to *online forums*, in addition to clause 6. Messages posted to an *online forum* must comply with the written charters for that forum. You are responsible for determining the policies of a given forum before posting a message to it. Data files may only be posted to *online forums* that specifically permit this. Posting or cross-posting the same or substantially similar messages to more than eight *online forums* is prohibited. You must not disrupt or attempt to disrupt *online forums* by posting a large number of messages that contain no substantive *content*. Disruption occurs when normal discussion in the group is significantly hindered. You must not use the *service* to connect to an *online forum* from which you have been previously banned.

9 Automated Applications

The *service* is provided for interactive use. However, if automated programs or programs that maintain a persistent connection to a remote service are used, they must only be used when you are physically present at the computer. These activities include (but are not limited to) automated file downloading, IRC „bots“, continuous streaming media and peer-to-peer file sharing applications.

10 Violation of Acceptable Use Policy If you, or someone with access to the *service*, use the *service* in a way that we, in our sole discretion, believe violates this policy or any other term of your *agreement*, we may take any responsive action we deem appropriate. Such actions may include (but are not limited to) temporary or permanent removal of *content* and content publishing capabilities, filtering of Internet transmissions and the immediate suspension or cancellation of all or any portion of the *service*. We have no liability for any such responsive actions and may take any other legal or technical action we deem appropriate, including taking action against offenders to recover the costs and expenses of identifying them. If your use of the service causes a loss to third parties and we are required to pay compensation, we may require you to reimburse us. We are not obligated to regularly monitor your usage of the *service* (including any *content* posted, disseminated or accessed by you), however we reserve the right to monitor your use of the *service* to identify violations of this policy, and to protect our *network*, the other users of this *service*, and other Internet users. We reserve the right to investigate suspected violations of this policy, including the gathering of information from the user(s) involved and the complaining party, if any, and examination of transmissions and material on our servers and *network*. During an investigation, we may suspend the *OptusNet account(s)* involved, interrupt transmissions and/or remove material that potentially violates this policy.

In order to enforce this policy, you authorise us (or our agents) to cooperate with: law enforcement authorities in the investigation of suspected criminal violations, and system administrators at other Internet service providers or other *network* or computing facilities. Such cooperation may include us providing, for example, the username, IP address or other identifying information about a user. Upon cancellation of an *OptusNet account*, we are authorised to delete any files, programs, data and email messages associated with the *OptusNet account*. Any failure by us to enforce this policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that, if any portion of this policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This policy is governed by the laws of the Commonwealth of Australia and the laws of the state or territory in which you normally reside. You and we submit to the exclusive jurisdiction of the courts of the Commonwealth, and its states and territories.

11 WHAT DO WORDS IN THIS POLICY MEAN?

Classification Board is the Classification Board established under the *Classification (Publications, Films and Computer Games) Act 1995* (Cth). **electronic messaging** includes all forms of electronic communications to other individuals including email, instant messaging, web to SMS, Internet chat and online forums. **filtering solutions** means Internet filtering software or system approved for use under the Internet Industry Association Content Codes of Practice registered under the *Broadcasting Service Act 1992* (Cth). The Internet Industry Association provides a list of approved filtering solutions on its website – www.iaa.net.au **online forum** mean a forum accessible on the Internet that is generally devoted to the discussion of a specific topic area and includes (but is not limited to) newsgroups, message boards, chat rooms or mailing lists. **OptusNet account** means the email account (if any) where you are billed (or you have prepaid) for one or more *services* and through which you can monitor and request changes to the *service*. **OptusNet customers** means customers who are connected to one of the *services*. **our network** means the network(s) used to supply the *service* to you as set out in the relevant *service description*. **R rated** includes (but is not limited to) material containing excessive and/ or sexual violence, implied or simulated sexual activity, or materials which deal with issues or contains depictions that requires an adult perspective. **RC rated** includes (but is not limited to) material containing detailed instruction in crime, violence or drug use, child pornography, bestiality, excessive violence or sexual violence, real depictions of actual sexual activity or obscene material. **restricted access system** means a „restricted access system“ as referred to on the Australian Communications and Media Authority website at www.acma.gov.au. **service** means each of the OptusNet Dial-Up Internet Service, OptusNet Cable Internet Service or OptusNet DSL Internet Service, as applicable to the individual user. **services** means the OptusNet Dial-Up Internet Service, OptusNet Cable Internet Service and OptusNet DSL Internet Service.

X rated includes (but is not limited to) material containing real depictions of actual sexual

Terms and Conditions Page 10 of 10 Business Account Protalk Australia ABN 65 702 067 665