

COUNTRYTELL STANDARD FORM OF AGREEMENT

1. INTRODUCTION

Countrytell is committed to providing the best customer service, to the very best of our ability. We will use all reasonable efforts to comply with Industry regulations and codes to accordingly uphold our customer's rights and protections.

Under the Telecommunications Act 1997, Countrytell can contract with its customers by way of this standard form of agreement, or alternatively by way of an individual contract with each customer. When customers order services via our online portal, the individual agreement is actioned, and acceptance of the terms of those services is held to be a relevant written agreement.

Where customers prefer an alternative to our online contract provisions, this standard form of agreement (Standard Agreement) applies. This means that the terms and conditions contained in this Standard Form of Agreement document applies to all customers who choose or prefer this agreement, and who acquire a residential service or a small business enterprise (SME) service wherein the value of such service does not exceed \$20,000 pa.

2. SUMMARY OF TERMS AND CONDITIONS

2.1 Description of the Services

Country Tell provides broadband internet services over a range of technologies via a network that we own and/or manage. The service provides an always on or constant access to the internet service and where provided over our wireless infrastructure will deliver unlimited download with plans based on a choice of speed. Other services such as our ADSL or where we use third party infrastructure will be based on plans which may combine speed and download amounts, and these will be explained clearly to you on your application for a service.

2.2 Provision of Description of the Services

- (a) Fixed length agreement means Countrytell will provide the service until it is cancelled by you in accordance with the agreement provisions.
- (b) Non fixed term agreement means Countrytell will provide the service until it is cancelled by you in accordance with the agreement provisions.
- (c) Where a minimum agreed term is cancelled prior to the end date you may be required to pay a pro rata amount for any outstanding installation fee.

2.3 When minimum term of a fixed term agreement is reached:

If you or Countrytell do not cancel the service at the end of a minimum term, the agreement reverts to a non-fixed length agreement. If you do not wish this you must let us know prior to the end of the minimum term. We will advise you before the minimum term ends if we intend to cease or change the service at the end of the term.

2.4 Changes to the agreement

We will advise you in writing via email if we propose to change an agreement that may adversely impact you and you will have the right to cancel the service.

3. YOUR PERSONAL INFORMATION

- (a) We will abide by all privacy laws in the way we collect and use your personal information, such as your name address, service usage and credit rating and details.
- (b) We will store your information in Australian databases and only disclose that information about you that we are required to do under Australian law or that we need to do

so to implement a service.

- (c) We may not provide a service to you if you do not provide all the information we require to enable us to assess if we will extend you credit.
- (d) We may use your information to enable you to access our portal, and we may deliver promotional material and advertising from time to time. You can opt out of receiving information not related to your account or not legally required by contacting our help desk.
- (e) Once you leave Countrytell's website or portal, we cannot guarantee your privacy or how your information is handled by third parties, and you should make yourself aware of how other suppliers deal with your information.

4. SERVICE USE

- (a) We will provide services to you with due care, diligence and skill, and ensure our technicians are appropriately qualified and experienced.
- (b) You and any other person who uses the service must do so lawfully, and in accordance with the agreement.
- (c) Equipment owned by Countrytell remains our property and you are responsible for its care and security.

4.1 Faults and Service Responses to Rectify

- (a) We repair any faults on our own network,
- (b) Where faults occur on a supplier's network, we are not responsible for restoring that fault but we will apply our best endeavours on your behalf.
- (c) Where faults are caused by equipment not owned by us, but by you, or used by you, we may seek to recover costs for the investigation. If the fault is identified as being caused by your negligence, or your breach of our agreement we may bill you for the cost of identifying and rectifying the fault.
- (d) Faults should be reported to our Network Operations Centre by phoning 13TELL. You acknowledge the services provided by Country Tell may not be fault free.

5. YOUR BILL

5.1 Charges and Fees

- (a) Information about our pricing is set out in the Critical Information Summary tables, and the pricing plan tables on our web site.
- (b) Our wireless services require a set up fee for installation and monthly charges are paid in advance by direct debit of a credit or debit card.
- (c) Where services are delivered by Countrytell you must pay these charges regardless of whether you authorised their use, they are unavailable, or unable to be accessed. You can dispute charges via our complaints process, for exceptions.
- (d) All our plans have a fixed monthly cost. This may vary if you choose to amend or alter the plan you have selected.
- (e) We will let you know if there are any fees to pay other than installation and service charges.
- (f) Late payment fees may apply.
- (g) Fixed term contract fees may apply where installation costs have not been fully paid up front.

5.2 Billing and Payment Methods

- (a) Countrytell billing is all online and we will email you a bill each month, either for payment in advance (for the month to come) or in arrears (for the month just passed)

depending on the service you have chosen.

- (b) You can access your Countrytell account through the Countrytell portal which will record your bills, fees and charges.
- (c) Currently payments via BPay, debit card or credit card incur no payment transaction fees. Should this change we will tell you in sufficient time for you to make arrangements to pay via a free method such as BPay or direct debit card.
- (d) If you elect more than one service, we may include the extra services on the same bill.
- (e) Where payments are made on an in advance basis, you will not receive a monthly invoice. If for some reason the amount differs from your regular monthly payment, this will be included on the invoice and you will be given no less than 14 days notice. If you do not pay your bill within the agreed terms, we will make good faith attempts to remind you, but we may suspend or cancel your service if the bill remains unpaid.

6. TAXES

All prices, fees and charges on our web site or in our agreement are inclusive of GST unless it is clearly indicated otherwise.

7. IF YOU HAVE A COMPLAINT OR DISPUTE

7.1 Policy

Countrytell is committed to good relations with our customers and we will do our best to remedy any issues when they are raised. It is important that you let us know if you are dissatisfied with any aspect of our service. The sooner we know about it the sooner we can resolve things.

7.2 If we cannot resolve your issue Immediately

We recognise that sometimes satisfactory resolutions are not always immediately possible and if this happens and you wish to lodge a complaint, our complaints handling process and policy details can be found on our website.

7.3 If we cannot satisfactorily resolve your issue

You may not be satisfied with how we resolve your complaint, and if this is the case, you can contact the Telephone Industry Ombudsman (TIO) for further assistance. The TIO can be contacted by phoning 1800 062 058, or TTY 1800 675 692 or via the TIO website at www.tio.com.au. We may suspend collection of payment for that part of the service for which you lodge a dispute or complaint.

8. SERVICE CANCELLATION BY YOU

- (a) You can cancel a Countrytell service by giving 30 days notice. Where we can cancel the service readily before thirty days we will try to do so in consultation with you.
- (b) Should Countrytell not fulfil this standard agreement you can cancel the service on thirty days notice.
- (c) In circumstances where you have purchased the service via a telemarketing campaign or door to door sales, you may cancel the service order within 10 days, in accordance with Consumer protection Law.
- (d) You can cancel a service by advising us by phone or email, or via an alternative service provider who can cancel it on your behalf.

9. SERVICE CANCELLATION BY COUNTRYTELL

- (a) If you have a non fixed term agreement we can give you 30 days notice to cancel the service at any time.
- (b) Under any agreement, we can cancel the agreement at any time in emergency situations, if we suspect fraudulent activity or if an outstanding bill has not been paid with ten days of a final warning to pay.

10. AFTER A SERVICE CANCELLATION

You are liable for any charges incurred up until the service is cancelled. If you wish to reinstate the service you may need to pay a fee to reactivate it.

11. SERVICE SUSPENSION

- (a) Countrytell may need to suspend a service in the case of an emergency, or repair, or maintenance of the network by us, or by a third party supplier.
- (b) We may also suspend the service if fraudulent activity is reasonably suspected, or a bill remains outstanding past an agreed payment period.
- (c) Access fees may still be payable during a service suspension. If due to a fault attributable to Countrytell you may request a rebate or refund of the amount of fees accrued and payable during the applicable suspension period.

12. CONSUMER GUARANTEE

Australian Consumer law provides warranty protection for services and goods where warranties are provided in addition to the other consumer rights and remedies.

13. EQUIPMENT

We may provide you with equipment to access our network services and we guarantee that this equipment is fit for purpose and meets the service requirements.

14. TO USE THE COUNTRYTELL SERVICE

- (a) You must be over 18 years of age, or have obtained the consent of a parent, or a responsible adult to have an account with Countrytell.
- (b) Countrytell is not responsible for content delivered over the network.
- (c) We will delete account usernames that are offensive or illegal.
- (d) You may not resell or redistribute our services.
- (e) We conduct network monitoring to ensure agreements are adhered to by customers and to prevent or cease misuse.

15. IF YOU MOVE ELSEWHERE

- (a) Our WiMax services are relocatable within coverage areas but may require reinstallation. This will be provided at a discounted rate subject to the equipment being available at the new premises, and in operational order.
- (b) Should you move to an area outside of the Countrytell wireless network, you may be able to transfer to an alternative ADFSL service and we will provide you with details of transfer costs if they apply.

COUNTRYTELL STANDARD FORM OF AGREEMENT

16. TRANSFER TO ANOTHER CARRIER

If you have a Countrytell ADSL service and wish to transfer to a new provider, we will cancel the service automatically and charge the appropriate cancellation fee if cancellation is advised before the need of a fixed term agreement.

17. DATA USAGE

- (a) Our wireless data plans are unlimited.
- (b) Where plans have data quotas, we will provide you the online tools to monitor your usage and we will advise you when you are approaching your data limit. You will not be charged for excess data, but it may be speed restricted. You may upgrade your plan at any time, on line.

18. ACCESS TO YOUR PREMISES FOR INSTALLATION

If you select our WiMax service installation will be necessary at your premises. You must ensure Countrytell or its agents can safely access your premises to enable the installation of the network equipment. We or our agents will contact you to arrange a mutually convenient time.

19. CONTACT US

By Phone: 13TELL
By Email: enquiries@countrytell.com.au
Or Online: www.countrytell.com.au

National Relay Service : 133 677
Translating and Interpreting Service : 131 450