

SUMMARY OF AGREEMENT FOR CLEAR TELECOMS TELECOMMUNICATIONS SERVICES

Important Customer Information: Your Rights and Obligations

This is a summary of the terms and conditions for the Clear Telecoms telecommunications services (**the Services**). The full terms of the Services are contained in the Standard Form of Agreement (SFOA). You can obtain a copy of the SFOA that applies to You (**Your Agreement**) by phoning 1300 304 773 or at www.cleartelecoms.com.au

What are the Services and who provides them?

The services are telephony services having the features set out in the Tariff Schedule which makes up part of Your Agreement. The Services are provided by M2 Clear Pty Limited, ACN 148 154 590 (**Clear Telecoms**) or a nominated supplier of Clear Telecoms.

M2 Clear will decide whether to supply You with Services based on Your eligibility for the Service, the availability of the Service in Your requested location and Your meeting our credit requirements.

While M2 Clear will take all reasonable care and skill in providing the Services, given the nature of the overall telecommunications system, the Services may not be continuous, accessible at all times or fault-free. Any faults with your Services can be reported to M2 Clear on 1300 659 922.

If You are an existing customer of M2 Clear, by signing this Agreement the Terms of the SFOA replaces any previous agreement between You and M2 Clear and is the entire agreement between You and M2 Clear.

What are Credits?

M2 Clear may give You an amount to Your account to be offset against charges for Eligible Services up to a maximum value which is determined at the time You enter your Agreement (Credits). These Credits are offset against Eligible Services on the terms and conditions set out in the Agreement.

Our obligation to give You the Credits is contingent on several factors, including Your usage of the Service and You entering in this standard agreement for telephony services. The credits will commence upon receipt of written notification from your Authorised Clear Telecoms Dealer.

What are the charges?

The charges for using the Services (Charges) are set out in the Tariff Schedule (sometimes called a "Rate Card"). You can obtain a copy of the current Tariff Schedule at www.cleartelecoms.com.au or by contacting us on 1300 304 773.

We may vary our Charge for any Service by giving (1) one month's notice in writing to You. Our Charges to you may include charges which other suppliers charge us in relation to Your account.

How do You pay for the Charges?

We will usually send You an invoice setting out Your monthly Charges for the Services in accordance with the Tariff Schedule. All invoices will be issued to You by email. If You choose to have a bill mailed You will be charged a fee of \$5.50 Inc GST. All invoices must be paid within 14 days of the date of the invoice.

We require You to sign a Direct Debit Request which will authorise us to arrange for funds to be debited from an account at Your financial institution. You may change the arrangements under a Direct Debit Request by contacting us on 1300 304 773. If You wish to stop or defer a payment, or cancel Your authority for us to debit your account, You must notify us in writing at least 30 days before the next due date. M2 Clear reserves the right to apply a monthly Administrative Fee of \$5.50 Inc GST to any account that does not have an active direct debit facility for payment of their monthly invoices.

What happens if You do not pay your invoices on time?

Failure to pay within the specified time might result in an administrative fee and the accumulation of interest. We may bar, suspend or cancel the Services and charge You an administrative fee.

What are Your obligations?

You must not use the Service to commit an offence (or allow another person to commit an offence), or send material which is defamatory, offensive, abusive, indecent, menacing, or unwanted. You must make sure You keep Your account information, password, data and equipment secure.

You must pay us all the Charges You incur (except for disputed amounts found by us to have been added incorrectly to Your account). It is Your responsibility to ensure there are sufficient funds to allow a debit payment to be made and to verify that amounts debited from Your account are correct.

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

You may terminate your Agreement by giving us 30 days written notice. Early termination payments will be applicable and dependant upon the rate schedule and term of your agreement.

We may terminate the Your Agreement at any time if You have breached the Acceptable Use Policy, or You have entered into Liquidation, receivership, voluntary administration or You do not pay for outstanding monies.

Telephone Call Plans

All of our plans are fixed-term agreements with a minimum term of 24 months. Unless otherwise specified in Your Agreement, a maximum term of 60 months will apply, measured from the date on which Credits first are applied by us as an offset against the Charges You incur. The terms and conditions are set out in Your Agreement. If you wish to terminate your agreement within the initial term we will charge You for the minimum line rental charges for the months remaining and any other applicable Early termination payments.

If you request to transfer any Services to any other supplier then you remain responsible to us for the amount payable for the services up to the time when we transfer those accounts to the Other Supplier. You will also forfeit any credits You were entitled to. If you transfer a portion of the services to any other supplier the Monthly Plan Fees, Monthly Plan Credits, and associated Monthly included Usage and/or Monthly Business Credits will be reduced in proportion to the services You

transferred to the Other Supplier.

Where the agreed term has ended, including the expiry of Your Monthly Plan Credits, and You have continued to use the Services, we will provide the Services to You and charge You on a month-to-month basis including Your Monthly Plan Fee and Monthly Included Eligible Calls at the discounted rates displayed on either rate schedule until such time as You terminate Your agreement by giving us 30 days written notice.

Discounted Business Plans

If you are on a fixed term discounted business plan, that is 12 month, 24 month, 36 month term as displayed on your signed rate schedule, early termination payments will be applicable if you terminate and/or choose to move your services to another carrier prior to your agreement's expiry. We will charge you the total amount of applied discounts provided within your fixed term agreement, and we will charge You for the minimum line rental charges for the months remaining and any other applicable Early termination payments.

Where the agreed term has ended and You have continued to use the Services, we will provide the Services to You and charge You on a month-to-month basis at the standard rates displayed on either rate schedule until such time as You terminate Your agreement by giving us 30 days written Notice

Capped Plans

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

Liability

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

If the breach relates to goods, our maximum liability under Your Agreement is limited to the replacement of the goods, the payment of the cost of replacing or acquiring the goods, or the cost of repairing the goods.

If the breach relates to services, our maximum liability under Your Agreement is limited to the supply of those services again, or the payment of the cost of having those services re-supplied.

Indemnity

You acknowledge that, in entering Your Agreement, You do not rely on any statement, representation or promise by us or on our behalf not expressly set out in your Agreement and these terms.

You release us and each of our officers, agents and advisers, to the extent permitted by law, from all claims and demands of any kind (including negligence) arising from the subject matter or terms of the Agreement, including any matter arising out of our dealings with You before the Agreement was signed by You.

Privacy of Your personal information

We and/or our agent may collect, use and disclose personal information about You that is reasonably necessary to provide the Service. If You request in writing, we will provide You with access to Your personal information and correct any personal information that is inaccurate, incomplete or out of date.

We may disclose Your personal information to a credit reporting agency for the purposes of obtaining a credit report. We may also disclose your personal information to third parties if required by law, or if the disclosure is permitted under the Privacy Act. This includes disclosures to (i) law enforcement and government agencies for the purposes of the enforcement of criminal and other laws; and (ii) to our service/content providers, dealers and agents, and related companies, for purposes relating to providing You with the Services.

How may we vary Your Agreement?

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

Enquiries and Complaints

Information about the Services that we provide can be found at www.cleartelecoms.com.au. If You do not understand this Summary, please contact us on 1300 304 773. Please contact us if you would like a copy of this Summary in an alternate format (e.g. large print) or for translation or communications assistance.

The M2 Clear Complaint Handling Policy is available at www.cleartelecoms.com.au. We aim to resolve all complaints quickly and effectively. If you are dissatisfied with the outcome of your complaint, You may take the matter to the Telecommunications Industry Ombudsman (TIO). The TIO is an independent body that resolves disputes between telecommunications companies and customers. The TIO will only take up a complaint if You have not been able to resolve it with us. Alternatively, You may wish to contact the Office of Fair Trading in Your State/Territory who each has dispute resolution processes.

If Your complaint relates to privacy matters, you may wish to contact the Office of Federal Privacy Commissioner on 1300 363 992.

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APPLICATION FOR CLEAR TELECOMS TELEPHONE SERVICE continued

Company Name

TELEPHONE CALL PLANS

| | Rate Plan | Monthly Plan Fee * | Monthly Plan Credit * | Monthly Included Usage * |
|---------------------|---------------------------------------|-------------------------|-------------------------|--------------------------|
| Business Fixed line | <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> |
| Other Business Plan | <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> |
| Mobile | See Mobile Porting form and Rate Card | \$ <input type="text"/> | \$ <input type="text"/> | |
| Blackberry | See Mobile Porting form and Rate Card | \$ <input type="text"/> | \$ <input type="text"/> | |
| Broadband | <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> | |
| Wireless Broadband | <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> | |
| Other Services | <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> |

Included Usage will not flow from one service to the other and will not roll over if unused. *Exclusive of GST

| | | | |
|---|-------------------------|---|-------------------------|
| Total Monthly Plan Fee (excluding GST) | \$ <input type="text"/> | Total Monthly Plan Credits (excluding GST) | \$ <input type="text"/> |
|---|-------------------------|---|-------------------------|

BUSINESS DISCOUNT RATE CARD

No Term - Standard Rates Apply 12 Month Term 24 Month Term 36 Month Term

Please refer to your signed Rate Card to confirm the discounts applicable to your Eligible Calls for the term of Your agreement

BUSINESS CAPPED PLANS

| | | | |
|--|----------------------|--|----------------------|
| Cap Plan Selected | <input type="text"/> | Cap Plan Inclusions : Local Calls | <input type="text"/> |
| Monthly Cap Plan (inc GST) | <input type="text"/> | Total Minutes (excluding local calls) | <input type="text"/> |
| *Rates as per the Clear Telecoms Capped Plan Rate Card | | SMS Text Messages | <input type="text"/> |
| | | Wireless Broadband | <input type="text"/> |

ACKNOWLEDGEMENT, CONSENT and SIGNING

By signing this Application for Clear Telecoms Telephone Service, You acknowledge and authorise that: 1. You have the authority to request the churning\porting of telephone number(s) indicated in this form; 2. You request the telephone numbers listed to be churned\ported to M2 Clear; 3. by churning\porting your telephone number(s), their associated services may be disconnected from your existing service provider's network and may result in finalisation of your account and any DSL or spectrum sharing associated with that service with your existing service provider; 4. the telephone number(s) listed, the identity of your new service provider and type of network used may be disclosed to other parties for the purposes of routing calls and messages, complaint handling and fault management after the port is completed; 5. Calling Number Display will be automatically activated on commencement of your VODSL, Digital, BRI & PRI service and You will contact us to deactivate this function if not required; and 6. there may be delays or downtime during the churning\porting process which will be in accordance with relevant industry codes. We are not liable to You for any direct or indirect loss or damage due to a failure or delay in the Churning\porting process and we will not be liable to You if we cannot successfully churn\port your service(s).

If this form is signed by an agent on behalf of the customer, that agent warrants that they are so authorised to sign and commit to the terms above.

Number Portability Acknowledgement

You further acknowledge that: M2 Clear has advised You that although You have the right to churn\port these telephone numbers, there may be costs and obligations associated with your existing service(s) and churning\porting of those numbers; and You may be in a current contract with your existing service provider. Those contracts may include an obligation to pay early termination payments to your current provider. M2 Clear will not be responsible for payouts of existing contracts.

You are entering into an agreement that is made up of the following documents:

- (i) this Account Application;
- (ii) the Standard Terms and Conditions set out in the Summary of Agreement for Clear Telecoms;
- (iii) your Direct Debit Request and the accompanying Direct Debit Request Service Agreement;
- (iv) the Tariff Schedule; and

By completing this Account Application, You consent to M2 Clear assessing this application for personal or commercial creditworthiness, and You agree to us obtaining a credit report from a credit reporting agency.

A Summary of Agreement will be provided to You which contains important customer information about your rights and obligations.

There is no "cooling off" period for this Agreement.

| | | | |
|---------------------------|----------------------|------------------------|----------------------|
| Executed as an Agreement, | | | |
| | Name | Signature | Date |
| Signed for Customer by* | <input type="text"/> | X <input type="text"/> | <input type="text"/> |
| Signed for M2 Clear by | <input type="text"/> | X <input type="text"/> | <input type="text"/> |

*who hereby warrants that he/she is authorised by the Customer to execute this Agreement.

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DIRECT DEBIT REQUEST

Request and Authority to debit the account named below and to pay M2 Clear Pty Ltd

REQUEST AND AUTHORITY TO DEBIT

Surname or company name

Given name or ACN/ABN

We request and authorise **M2 Clear Pty Ltd** (identification Number 368762) to arrange for any amount **M2 Clear Pty Ltd** may debit or charge You to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below subject to the terms and conditions of the Direct Debit Request Service Agreement (any any further instructions provided below)

NAME AND ADDRESS OF FINANCIAL INSTITUTION AT WHICH ACCOUNT IS HELD

Financial Institution Name

Address

State

Postcode

DETAILS OF ACCOUNT TO BE DEBITED

Name of Account

BSB Number

Account Number

ACKNOWLEDGEMENT

By signing this Direct Debit Request You acknowledge having read and understood the terms and conditions governing the debit arrangements between You and **M2 Clear Pty Ltd** as set out in this Request and in your Direct Debit Request Service Agreement.

INSERT YOUR SIGNATURE AND ADDRESS

Signature

Print Name

Date

Position eg. Director

Address

State

Postcode

Important - first payment by direct debit

If You have not provided your first payment by cheque, by signing above You give permission for M2 Clear Pty Ltd to debit your account as detailed for the first monthly plan payment.

(Please note: Direct Debiting is not available on the full range of bank accounts. If in doubt, please refer to your bank.)

CREDIT CARD AUTHORITY



By completing and signing this Credit Card Authority, You give permission for M2 Clear Pty Ltd to debit your credit card for the first monthly plan payment and ongoing payments.

Amex Security No.

Card Number

Start Date

Expiry Date

Cardholder's Name (please print)

Signature of cardholder

DIRECT DEBIT REQUEST SERVICE AGREEMENT

DEFINITIONS

'Account' means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

'Agreement' means this Direct Debit Request Service Agreement between You and us.

'Business day' means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

'Debit day' means the day that payment by You to us is due.

'Debit Payment' means a particular transaction where a debit is made.

'Direct Debit Request' means the Direct Debit Request between us and You.

'Us' or 'We' means M2 Clear Pty Ltd the Debit User You have authorised by signing a direct debit request.

'You' means the customer who signed the direct debit request.

'Your financial institution' is the financial institution where you hold the account that you have authorised us to arrange to debit.

1. Debiting your account

- 1.1 By signing a direct debit request, You have authorised us to arrange for funds to be debited from your account. You should refer to the direct debit request and this agreement for the terms of the arrangement between us and You.
- 1.2 We will only arrange for funds to be debited from your account as authorised in the direct debit request. Or we will only arrange for funds to be debited from your account if we have sent to the address nominated by You in the direct debit request, a billing advise which specifies the amount payable by You to us and when it is due.
- 1.3 If the debit falls on a day that is not a business day, we may direct your financial institution to debit your account on the following business day. If You are unsure about which day your account has or will be debited You should ask your financial institution.

2. Changes by us

- 2.1 We may vary any details of this agreement or a direct debit request at any time by giving You at least fourteen (14) days' written notice.

3. Changes by You

- 3.1 Subject to 3.2 and 3.3, You may change the arrangements under a direct debit request by contacting us on 1300 763 764.
- 3.2 If you wish to stop or defer a payment you must notify us in writing at least 30 days before the next debit day. This notice should be given to us in the first instance.
- 3.3 You may also cancel your authority for us to debit your account at any time by giving us 30 days notice in writing before the next debit day. This should be given to us in the first instance.

4. Your obligations

- 4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request.
- 4.2 If there are insufficient funds in your account to meet the debit payment: (a) You may be charged a fee and/or interest by your financial institution; (b) You may also incur fees or charges imposed by us; and (c) You must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.
- 4.4 If Clear Telecoms is liable to pay goods and services tax (GST) on a supply made in connection with this agreement, then You agree to pay M2 Clear on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute

- 5.1 If You believe that there has been an error in debiting your account, You should notify us directly on 1300 304 773 and confirm that notice in writing with us as soon as possible so we can resolve your query quickly.
- 5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest charges) accordingly. We will also notify You in writing of the amount by which your account has been adjusted.
- 5.3 If we conclude as a result of our investigation that your account has not been incorrectly debited we will respond to your query by providing You with reasons and any evidence for this finding.
- 5.4 Any queries You may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and You. If we cannot resolve the matter You can still refer it to your financial institution which will obtain details from You of the disputed transaction and may lodge a claim on your behalf.

6. Accounts

- 6.1 You should check: (a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions. (b) your account details which You have provided to us are correct by checking them against a recent account statement; and (c) with your financial institution before completing the direct debit request if You have any queries about how to complete the direct debit request.

7. Confidentiality

- 7.1 We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about You secure and to ensure that any of our employees or agents who have access to information about You do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose information that we have about You: (a) to the extent specifically required by law; or (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

8. Notice

- 8.1 If You wish to notify us in writing about anything relating to this agreement, You should write to M2 Clear Pty Ltd, Level 10, 60 City Road, Southbank, VIC 3006 2037. Telephone: 1300 304 773.
- 8.2 We will notify You by sending a notice in the ordinary post to the address You have provided in the direct debit request.
- 8.3 Any notice will be deemed to have been received two (2) business days after it is posted.