

CLUBCOM UTILITIES

IMPORTANT CUSTOMER INFORMATION

- YOUR RIGHTS & OBLIGATIONS -



1. GENERAL:

- 1.1. This summary relates to the standard form of agreement (*Terms and Conditions*) between ClubCOM Utilities Pty Ltd (*ClubCOM*, 'we', 'us' or 'our') and its customers (*Customers*, 'you' or 'your').
- 1.2. ClubCOM provides telecommunication services (*Services*) that are exclusively available for residents of estates or clubs affiliated with ClubCOM in Australia.
- 1.3. We recommend that you obtain and read a copy of the Terms and Conditions.
- 1.4. ClubCOM may vary, assign, replace or revoke this agreement at any time by giving you notice.
- 1.5. This agreement is binding upon you and your successors, assigns, heirs, executors and administrators. If you are under the age of eighteen years and have failed to disclose this to ClubCOM, this agreement is legally binding on your parents or legal guardians.
- 1.6. You may gain access to or obtain a copy of the Terms and Conditions or this summary of the Terms and Conditions, which are updated from time to time to reflect any variations ClubCOM may make to them, by either:
 - (a) Downloading a copy from the ClubCOM website (www.ClubCOM.com.au); or
 - (b) Contacting the ClubCOM support line (ph: 1300 880 809) and requesting a copy.

2. CHARGES:

- 2.1. Charges apply to the supply of Services by ClubCOM (*Service Charges*).
- 2.2. You must pay the Service Charges as set out in the Customer Plan.
- 2.3. All rates of the Service Charges are set out in the Customer Plan.
- 2.4. Service Charges accrue from no later than the commencement of Service. ClubCOM may charge an additional amount in relation to any service, modification or repair of the Service or any equipment.
- 2.5. A connection fee will apply as per the set out of Service Charges in the Customer Plan. If you disconnect from the network and decide to re-connect at a later stage, the connection fee will be payable again at the date of re-connection.
- 2.6. Unless expressly stated otherwise, all charges payable for the Services are exclusive of GST (as that term is defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth)).
- 2.7. In addition to the Service Charges, you must pay any applicable GST in connection with the supply of the Services.

3. BILLING:

- 3.1. ClubCOM' billing policy is as follows:
 - (a) ClubCOM will bill you monthly, but reserves the right to amend the billing period.
 - (b) The billing options (and any related charges) are as set out in the Customer Plan.
 - (c) ClubCOM preferred method of sending bills is via e-mail to your ISP e-mail address (as per ClubCOM' Customer records). Any alternative method of billing must be agreed upon between you and ClubCOM.
 - (d) Accounts are payable within 14 days of issue. Customers should be aware that ClubCOM' preferred method of payment is via credit card or direct debit. ClubCOM will also accept

payments by cheque, cash, money order and direct deposit, however, charges may be levied in some instances. These charges will be notified to you from time to time. In calculating the Service Charges, ClubCOM uses information generated or received by ClubCOM. ClubCOM may round up any charge to the nearest cent.

- (e) The Service may be suspended if your account is not paid within 21 days of issue. ClubCOM has the right to terminate the Service, if your account is overdue. You must pay all charges incurred in respect of the use of the Service, whether or not the Service was used by you or someone else without your authority.
- (f) In the event that you dispute a bill, you agree to pay to ClubCOM the total amount as indicated on the disputed bill without deduction or set-off and ClubCOM agrees to refund any monies to you found to be charged incorrectly after a reasonable and proper investigation.
- (g) ClubCOM may charge you a late payment fee on overdue amounts of \$11.00 per month. If the amount overdue is greater than \$100.00, ClubCOM may charge a further amount of 2.2% above the prime lending rate of ClubCOM' principal banker calculated daily on the overdue amount. For Services that are suspended for late payment, ClubCOM may charge a suspension fee of \$35.

4. SERVICES:

- 4.1. The terms of the contract for the supply of the Services are set out in the Terms and Conditions.

5. CANCELLATION, TERMINATION, SUSPENSION OR RENEWAL:

- 5.1. ClubCOM may close, suspend or terminate the Service immediately without refund or credit if in the opinion of ClubCOM you materially breach the Terms and Conditions and you will remain liable for all Service Charges owing under the Terms and Conditions.
- 5.2. To cancel the Service, you must contact the ClubCOM' support line (ph: 1300 880 809) or provide 7 days notice in writing. If in writing, the notice must be signed by the account holder. To protect your security and privacy, e-mail cancellations are not accepted.
- 5.3. You may terminate the Service if:
 - (a) ClubCOM is in serious breach of the Terms and Conditions (it will be in serious breach if it breaches its obligation to use reasonable care and skill in providing the Service); and
 - (b) You have notified ClubCOM in writing of its breach and ClubCOM has failed to remedy the breach within 30 days of such notice (if the breach can be remedied). If the breach is something which cannot be remedied, you may immediately terminate the Service with notice to ClubCOM.

6. VARIATION:

- 6.1. ClubCOM may vary the Terms and Conditions, Services and Service Charges set out in the Customer Plan from time to time.
- 6.2. If the variation would cause detriment to you:
 - (a) ClubCOM will prepare a notice that:
 - (i) is clearly identified as being about a variation of the Terms and Conditions, Service, Service Charges or Customer Plan; and
 - (ii) includes a summary of the effect of the variation, displayed prominently in the notice; and
 - (iii) includes an invitation to you to contact ClubCOM, in a way described in the notice (being a way that does not require you to incur unreasonably high charges or unreasonable effort), for further information about the variation and its effects;
 - (b) and ClubCOM will:
 - (i) give the notice to you at least 21 working days before the proposed variation takes effect; or
 - (ii) publish the notice in a place, and in a way, that is reasonably likely to make you aware of its contents, at least 21 working days before the proposed variation takes effect (for example on ClubCOM' website).
 - (c) ClubCOM may give you the notice:
 - (i) by sending it to you via e-mail to your ISP e-mail address (as per ClubCOM' Customer

- records); or
- (ii) by delivering it to you in person; or
- (iii) by sending it by pre-paid post to your address as it is listed in ClubCOM' records.

7. PERSONAL INFORMATION:

- 7.1. ClubCOM will collect personal information about you (Personal Information). Personal Information means information about you from which your identity is apparent or can reasonably be ascertained including your name, address, telephone number and other details relating to your personal or commercial credit information or credit rating.
- 7.2. During the subscription process, you will be asked for Personal Information and you authorise ClubCOM to obtain Personal Information about you to support your application to become a ClubCOM Customer and to conduct all relevant credit checks and searches to enable ClubCOM to determine your credit-worthiness.
- 7.3. ClubCOM will endeavour to protect your Personal Information and will use the information to supply the Services under the Customer Plan.
- 7.4. ClubCOM will collect and use Personal Information about you primarily for the provision of Services. As a secondary purpose, such Personal Information may be used for:
 - (a) billing and account management;
 - (b) business planning and development of Services; and
 - (c) to provide you with information about ClubCOM' Services, offers and promotions.
- 7.5. ClubCOM is required by law to collect certain Personal Information about you, including your name, address and telephone number. ClubCOM is required to provide it to the co-ordinator of the Integrated Public Number Database for inclusion in the database for the purpose of creating public directories and assisting emergency service operators.
- 7.6. ClubCOM may disclose Personal Information about you to any Related Corporation, supplier, dealer, contractor or franchisee of ClubCOM for the purpose of providing the Services.
- 7.7. For further information relating to ClubCOM' collection, use and disclosure of Personal Information, please read the privacy statement located on ClubCOM' website and the Terms and Conditions.

8. OTHER RIGHTS OF CUSTOMERS:

- 8.1. ClubCOM will supply the Services on the Terms and Conditions of the Customer Plan. However, ClubCOM may vary or withdraw the Service from time to time.
- 8.2. Should you ever be dissatisfied with the standard of the Services provided by ClubCOM or in any way confused as to any part of the Terms and Conditions, you may direct such complaints or queries to the ClubCOM support line (ph: 1300 880 809).
- 8.3. In the event that any fault arises, with respect to the Service, you may contact the ClubCOM support line (ph: 1300 880 809).
- 8.4. ClubCOM is not responsible for any loss damage or injury (including without limitation any loss of profit, indirect, consequential or incidental loss, damage or injury) arising from your use of the Service.

BY USING OR SUBSCRIBING TO THE NETWORK EACH CUSTOMER IS SUBJECT TO THE TERMS AND CONDITIONS. EACH CUSTOMER IS DEEMED TO HAVE ACCEPTED THE TERMS AND CONDITIONS ONCE THAT CUSTOMER HAS SUBSCRIBED TO, OR FIRST USED, THE SERVICES PROVIDED BY CLUBCOM, WHICHEVER EVENT IS EARLIER IN TIME.