

Our Customer Relationship Agreement

PRICING SCHEDULE FOR TRANSTALK FLEX SERVICE

TransACT Capital Communications Pty Limited ACN 093 966 888

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Rules of interpretation and capitalised terms used in this Pricing Schedule are defined either in the General Terms of our CRA or in clause 10 of this Pricing Schedule.

1. ABOUT THE PRICING SCHEDULE FOR THE TRANSTALK FLEX SERVICE

Our Customer Relationship Agreement

- 1.1 This is the Pricing Schedule that applies to the TransTALK Flex Service as part of our CRA.
- 1.2 The General Terms of our CRA, and the other documents listed in clause 1.2 of the General Terms, also apply to the Service.
- 1.3 The charges for the Service will be as set out in:
 - (a) this Pricing Schedule, and
 - (b) for all charges not set out in this Pricing Schedule, Telstra's Standard Form of Agreement.
- 1.4 If there is an inconsistency between the prices set out in this Pricing Schedule and Telstra's Standard Form of Agreement, the charges set out in this Pricing Schedule prevail.

2. CALL PLANS

What Call Plans are available?

- 2.1 The following plans are available from TransACT:
 - (a) TransTALK Flex;
 - (b) TransTALK Flex Limited;
 - (c) TransBIZ Flex;
 - (d) TransBIZ Limited;
 - (e) TransBIZ Flex ISDN 2; and
 - (f) TransBIZ Flex ISDN 2 Limited.

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TransTALK Flex Call Rating Plan

2.2 The TransTALK Flex call rating plan is available for residential customers and is not available in all areas.

TransTALK Flex	
Monthly Phone Line Rental	\$34.95 UNFT is included in the monthly price as of July 9 2009 Includes Call Forward, Call Waiting, 3 Way Chat and Call Return features. 12 or 24-month contract applies.
Local Call Rates	22 cents per call Free On Net Calls
National Calls	18 cents per minute plus a 39-cent connection fee. Call costs capped at \$1.75 for up to a one hour call and \$2.50 for up to a 2 hour call. Normal rates apply up until each capped amount is reached and after the second hour. Cap includes the 39-cent connection fee. Capped calls are available 24 hours, everyday. Calls exclude calls to mobile phones, special services (for example 190 and 13 numbers), operator assisted services, telecard calls, data calls and calls made to the Christmas Islands, Norfolk Island or the Cocos Islands. Calls are billed at 1-second increments, 1-second minimum with a 39-cent connection fee.
Calls to Mobile	37 cents per minute Calls are billed at 1-second increments, 1-second minimum with a 39-cent connection fee.
International Calls	<u>International Call Rates</u>
Calls to Satellite Services	<u>Satellite Services Call Rates</u>

TransBIZ Flex

2.3 The TransBIZ Flex call rating plan is only available to business or home business customers in selected areas.

TransBIZ Flex and TransBIZ Flex Fax	
Monthly Phone Line Rental	\$39.95 UNFT is included in the monthly price as of July

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	<p>9 2009 Includes Call Forward, Call Waiting, 3 Way Chat and Call Return features. 24-month contract applies.</p>
Local Call Rates	<p>\$0.16 per call. Free On Net Calls</p>
National Calls	<p>National Calls rate/ minute at \$0.12 per minute with a 10-cent connection fee.</p>
Calls to Mobile	<p>27 cents per minute Calls are billed at 1-second increments, 1-second minimum with a 25-cent connection fee.</p>
International Calls	<p><u>International Call Rates</u> Calls are billed at 1-second increments, 1-second minimum with a 25-cent connection fee.</p>
Calls to Satellite Services	<p><u>Satellite Services Call Rates</u> Calls are billed at 1-second increments, 1-second minimum with a 25-cent connection fee.</p>
Telstra <i>FaxStream</i>[®] Enhanced Features	<p>All calls made using Telstra <i>FaxStream</i>[®] Enhanced features are charged at the prices advertised in the Telstra Standard Form of Agreement.</p>

TransBIZ Flex ISDN 2

- 2.4 The TransBIZ Flex ISDN 2 call rating plan is only available to business customers in selected areas.

TransBIZ Flex ISDN 2	
Monthly Phone Line Rental	<p>\$73.50 Includes Caller Number Display, Call Waiting, Call Forward and Call Barring. 3-month contract applies.</p>
Local Call Rates	<p>Local Call rate per minute is \$0.04 per minute with a 6-cent connection fee. Free On Net Calls</p>
National Calls	<p>National Calls rate/minute is \$0.12 per minute. Calls are billed at 1-second increments, 1-second minimum with a 10 cent connection fee.</p>
Calls to Mobile	<p>Call to mobile rate/minute is \$0.27 per minute</p>

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	Calls are billed at 1-second increments, 1-second minimum with a 25-cent connection fee.
International Calls	<u>International Call Rates</u> Calls are billed at 1-second increments, 1-second minimum with a 25-cent connection fee.
Calls to Satellite Services	<u>Satellite Services Call Rates</u> Calls are billed at 1-second increments, 1-second minimum with a 25-cent connection fee.

TransTALK Limited Plans

2.5 TransTALK Flex Limited, TransBIZ Flex Limited and TransBIZ Flex ISDN 2 Limited are available to customers who cancel or transfer their Long Distance Service preselection from us to another carriage service provider. Rates for these products are as follows:

TransTALK Flex Limited	
Monthly Phone Line Rental	\$41.95 Includes Call Forward, Call Waiting, 3 Way Chat and Call Return features. 12 or 24-month contract applies. Not available in Phase 1 areas
Local Call Rates	\$0.22 No Free On Net Calls

TransBIZ Limited	
Monthly Phone Line Rental	\$45.00 Includes Call Forward, Call Waiting, 3 Way Chat and Call Return features. 24-month contract applies. Not available in Phase 1 areas
Local Call Rates	\$0.30 No Free On Net Calls

TransBIZ Flex ISDN 2 Limited	
Monthly Phone Line Rental	\$100.00 Includes Caller Number Display, Call Waiting, Call Forward and Call Barring. 3-month contract applies.

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Local Call Rates	Local Call rate per minute is \$0.15 per minute with a \$0.15 connection fee. No Free On Net Calls
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- 2.6 When a customer cancels or transfers their Long Distance Preselection to another carrier, TransACT will immediately change the call rating plan to the relevant TransTALK Flex Limited product (TransTALK Flex Limited, TransBIZ Limited or TransBIZ Flex ISDN 2 Limited).
- 2.7 Free On Net Calls are not available to TransTALK Flex Limited, TransBIZ Limited or TransBIZ Flex ISDN 2 Limited customers.

Local Calls

- 2.8 Local Calls using the above plans include Local Calls from standard access lines, Centel, Centel Plus and Faxstream services. Please note some Local Calls are excluded, for example operator assisted local calls, QuickCall Local Calls and calls to 13 and 1300 numbers.
- 2.9 Local Neighbourhood Calls will be charged the same as for a Local Call.

Free On Net Local Calls

- 2.10 Local calls to other TransTALK and TransBIZ customers by TransTALK Flex, TransBIZ Flex and TransBIZ Flex ISDN 2 customers are provided free of charge. This includes Local Calls to customers with the following TransACT products:
- (a) TransTALK Premium
 - (b) TransTALK Standard
 - (c) TransTALK AllTime
 - (d) TransTALK Flex
 - (e) TransBIZ Flex
 - (f) TransBIZ Flex Fax
 - (g) TransBIZ Flex ISDN 2
 - (h) TransTALK Flex Limited
 - (i) TransBIZ Limited
 - (j) TransBIZ Flex ISDN 2 Limited
 - (k) TransBIZ 1
 - (l) TransBIZ 2
 - (m) TransBIZ 10, 20,30.

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- 2.11 The following Local Calls made by TransTALK Flex, TransBIZ Flex and TransBIZ Flex ISDN 2 customers are excluded and will be charged at the Local Call rate:
- (a) Calls to any TransSELECT customer including TransSELECT, TransSELECT Gold and commercial TransSELECT products.
 - (b) Calls to the Grapevine dial up number (02 6162 8611); and
 - (c) Calls to TransGov customers.

3. OTHER CHARGES

Suspension Fee

- 3.1 If we suspend the service because you have not paid all amounts you owe us, we may charge you a fee of \$55.
- 3.2 Suspension of services at customers request for a reduced monthly access fee is not available from these services.

Cancellation Fee

- 3.3 If the service is cancelled before the end of the minimum term, you must pay us \$200.00.

Bundle cancellation Fee

- 3.4 If you have entered into an agreement with us as part of a residential bundled service agreement, then a \$50 bundle administration fee applies for cancellation of the TransACT component of the bundled services.

4. BILLING POLICY

TransACT's Billing Policy for the Services is described in clauses 5 to 9 below.

5. BILLING AND PAYMENT

Bills

- 5.1 We may bill you:
- (a) for any additional charge to install the Service if we need to perform work beyond the usual scope of work required for similar installations;
 - (b) for recurring or fixed charges, in advance (for example, line rental charges);
 - (c) for variable charges, in arrears (for example, call charges - call charges can take up to 6 months to appear on your invoice);
 - (d) for installation or set-up charges, after installation;
 - (e) for any equipment you purchase or Rent from us;
 - (f) for any other charges set out in your Application or the Pricing Schedule, in accordance with the Pricing Schedule or the Service Description.

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- (g) using another invoice in the same month for billing alignment purposes where applicable; and
 - (h) for any amount owing to any iiNet Entity in accordance with 5.15.
- 5.2 All charges applicable to the Services are specified in this Pricing Schedule, or as otherwise notified to you (including as stated in your Application).
- 5.3 You acknowledge that this Pricing Schedule may provide for a higher rate to be charged in the event that you do not Preselect us to provide Long Distance Services to you.
- 5.4 The following provisions apply to the use of Override Codes:
- (a) If you are Preselected to us and you use an Override Code (including calls made using a Telstra Override Code) to access a service of another carrier or carriage service provider to make a call, this CRA does not apply to that call.
 - (b) You may be billed by us for calls using an Override Code. We will bill you at the same rate as we are billed by the carrier or carriage service provider whose override code you have used.
- 5.5 Bills will be calculated by reference to data recorded, logged or received by our Suppliers and us. You acknowledge that in calculating charges we need only look at that data as recorded, logged, or received by our Suppliers or us.
- 5.6 We try to include all charges relating to a billing period on that bill. Where that does not happen, bills may include charges from previous billing periods. We will not bill for charges older than 160 days from the date the charge was incurred.
- 5.7 Our records are sufficient evidence of the existence and amount of any charge owed by you to us.
- 5.8 You must pay the charges in accordance with tax invoices issued by us.
- 5.9 You are responsible for all charges incurred in the use of the Service, even if someone other than you incurs those charges without your knowledge or consent.
- 5.10 All charges are GST inclusive unless otherwise stated.
- 5.11 TransACT's standard billing method is electronic billing. Bills will be sent to you electronically to the email address set out in your application form or another email address nominated by you. You can also opt to receive your bill by post, sent to an address nominated by you. This incurs a fee of \$1.49 (inc GST per bill sent). TransACT will provide bills without charge to pensioner customers. Electronic bills may be adversely affected by equipment or conditions beyond TransACT's control.
- 5.12 We may change or offer new methods of communicating or delivering your bill to you. If we do so, we will notify you by a bill message and via our Website.

Non payment

- 5.13 If you do not pay the full amount owing by the due date, we may:
- (a) employ a commercial agent to recover any amount owing;

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- (b) recover debt collection costs and commission;
- (c) suspend the Service and impose a reconnection fee, only after giving you at least 5 business days' notice;
- (d) suspend Network Access and impose a reconnection fee, only after giving you at least 5 business days' notice.

Right of set-off

- 5.14 You must pay the charges without any set off, counter claim or deduction.
- 5.15 We may set off any amount payable to you against any amount payable by you to us.

Credit card and direct debit payments

- 5.16 If you choose to pay by direct debit or credit card you acknowledge and agree that:
- (a) you must give us at least 14 days prior notice if you no longer wish to pay by direct debit or credit card;
 - (b) you must provide to us current and valid credit card or direct debit details;
 - (c) your credit card or direct debit account will be debited on the due date of a bill unless your payment for that bill is made by other means and is received by us prior to that date; and
 - (d) payment by credit card may attract a credit card processing fee and this fee may differ depending on the type of card you use, as noted on your bill or on our Website from time to time, and

you may be charged additional fees in accordance with clauses 5.13 and 5.17 if your payment is late or dishonoured as a result of you not complying with this clause 5.16.

- 5.17 If you make payment on a bill:
- (a) by direct debit and there are insufficient funds in the account or your account details are not current and valid;
 - (b) by cheque and the cheque is dishonoured; or
 - (c) by credit card and the payment is charged back,

we reserve the right to pass on to you any decline fee.

6. SECURITY BOND

- 6.1 We may impose a credit limit or require you to provide a security bond in an amount nominated by us.
- 6.2 You authorise us to make deductions from any security bond for any charges that are owing to us.

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- 6.3 We agree to refund your security bond in full when we stop providing the Services, except to the extent that we have made deductions for charges that are owing to us by you.

7. BILLING DISPUTES

- 7.1 If you wish to dispute a charge or fee in a bill, you must follow our complaint handling process described on our Website at: <http://www.transact.com.au/en-ACT/support/accounts/complaints>.

8. CONSEQUENCES OF SUSPENSION

- 8.1 You remain liable for any applicable charges (for example, the line rental fee, throughout any period of suspension pursuant to clause 5.13). We are not obliged to reconnect the service until such applicable charges and any reconnection fee are paid.
- 8.2 If the Service is suspended by reason of any of the circumstances referred to in clause 12.3 of the General Terms, or at your request under clause 12.9 of the General Terms, you must pay a reconnection fee as set out in the Pricing Schedule prior to the expiration of the suspension and recommencement of the Service.

9. CONSEQUENCES OF CANCELLATION

- 9.1 If the Service is cancelled for any reason you still have to pay all charges incurred before cancellation. We will refund any overpayment on your account and any money that you have paid in advance for the cancelled Service on a pro-rata basis to you. However, we can deduct from your refund any amount that you owe to us, such as charges you have incurred before cancellation or any applicable Break Fee.

10. DEFINITIONS

Access Line means a line or link and ancillary facilities, over which a service is delivered and which connects your premises to a local exchange of a carrier or carriage service provider.

Local Calls means a local call as defined in Telstra's Standard Form of Agreement

Local Neighbourhood Calls means a neighbourhood call as defined in Telstra's Standard Form of Agreement.

Long Distance Services includes calls to mobiles, national and international calls.

Network Access means the use of the TransACT Network and the Telstra Network by you.

Override Code means a code which can be used to access a service of a carrier or carriage service provider from an Access Line that is not Preselected to that carrier or carriage service provider.

Preselect means to designate a particular carrier or carriage service provider to provide services to an Access Line.

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Residential Customers means a residential customer as defined in Telstra's Standard Form of Agreement.

SOHO customers are small or medium enterprise customers who are classed by Telstra as residential customers and operate a business from their home.

Telstra Network means Telstra's PSTN network (as defined in Telstra's Standard Form of Agreement) which is the network used to supply the Service to you.

Telstra's Standard Form of Agreement means Telstra's Standard Form of Agreement formulated for the purpose of section 479 of the Telecommunications Act, as amended from time to time. It may be found at www.telstra.com.au.

TransACT Network means the telecommunications system comprising all links, cables, radio, microwave and other transmission media and equipment, switches, software and related items owned and operated by us to make available and provide the Services.