

Please read these terms carefully as they have important consequences for you.

1. Summary Standard Form of Agreement

This document constitutes a Summary of our Standard Form of Agreement ("**Agreement**"). The full terms and conditions are contained in the Agreement which is available at www.indigotelecom.com.au or in hard copy upon request. The Agreement is binding on you.

Capitalised terms used in this summary that are not otherwise defined in this summary are defined in the Agreement.

2. What are the Services?

The Services relate to Indigo's satellite and GSM telecommunications services which are available to people who connect to the Indigo Network. The details of the Service you have selected on your services application are set out in the Services Booklet, which is available at www.indigotelecom.com.au or in hard copy upon request. The Service may only be used with compatible products and services.

We will provide the Service to you with due care and skill. However we can not promise that the Service is not free from faults or interruptions. You may not be able to use the Service in some areas, or in some buildings, or at certain times. You may only use the Services where the Indigo Network is present.

3. What are the Charges?

The Charges are the rates and fees that you must pay for the use of the Service and Roaming. The Charges are detailed in the Service Booklet. Generally, the Charges are only payable once you have made use of the Services or are Roaming, however, you are responsible for the usage of the Service and Roaming and the payment of all Charges relating to these, regardless of whether or not you authorised such use. We reserve the right to require that you pay a proportion of Charges in advance of being invoiced for those Charges.

We may change the Charges from time to time (depending on whether you are a Pre-Paid Customer, Casual Customer or Fixed-Term Customer). The Agreement sets out when we can change the Charges (if at all) and how we will notify you of such changes.

In addition to the Charges, we may charge you a validation payment, which is a relatively small sum in the vicinity of \$2, to ensure that the bank / credit card details provided by you are correct. We will credit the validation payment to you against the Charges in the first invoice rendered to you.

If you are a Casual Customer, we reserve the right to charge you a Reconnection Fee in circumstances where the Service needs to be re-Activated other than as a result of our error or an error in the Indigo Network.

4. How will I be billed?

You will not receive an invoice if you are a Pre-Paid Customer, but you can access the records of your account by calling our Customer Care line on 1800 848 729. If you are a Post-Paid Customer, we will issue an invoice for the Charges relating to your Services and your Roaming usage during each calendar month. The invoice can be sent to you either via post or email. You are able to dispute an invoice and the procedure for doing this is detailed in the Agreement. If you pay by credit card, Secure Collect, cheque or B-Pay, then we may charge you a processing fee, but only where we are charged by a third party for such a payment mechanism.

You must pay to us the total Charges for a month by the due date specified on the invoice. The methods to pay an invoice are specified on that invoice.

If you fail to pay an invoice within this time period then we may charge you interest at a rate of 1% a month on the amount owing and/or an Administrative Fee in order to compensate us for the loss we will suffer as a result of the late payment. In addition to these things, we may also restrict, suspend or cancel your Service.

If we overcharge you for the provision of the Services, we will refund those monies to you within 30 days of us being made aware of such overcharge.

5. What is the duration of the Agreement?

The duration of the Agreement will depend on whether you are a Pre-Paid Customer, Casual Customer or a Fixed-Term Customer.

If you are a Pre-Paid Customer, you are acquiring the Service on a pre-paid credit basis and the Agreement continues until it is cancelled. There is no minimum term.

If you are a Casual Customer, you are acquiring the Service on a month to month post-paid basis and the term is also month-to-month and terminates when the Service is cancelled. There is no minimum term.

If you are a Fixed Term Customer, the minimum term is as indicated on the Services Booklet and/or Services Application or was disclosed to you when you provided the Services Application. When the minimum term expires and you have not agreed to enter into another fixed-term agreement for the Service, you will become a Casual Customer for that Service.

6. How can we vary the Agreement?

The extent to which we can vary the terms of the Agreement will depend on whether you are a Pre-Paid Customer, Casual Customer or a Fixed-Term Customer.

If you are a Pre-Paid Customer, we may vary any of the terms of the Agreement, including (but not limited to) the Charges or Services Booklet. However, if we reasonably believe any variation would cause detriment to you, we will give you reasonable notice before the proposed variation takes effect (other than in respect of changes required by law or necessary for any technical, emergency or security reasons).

If you are a Casual Customer, we will only vary the terms of the Agreement if we obtain your consent or if certain circumstances specified in the Agreement apply. These circumstances include if the changes are beneficial or neutral to you or are of only minor detriment, are changes required by law or necessary for any technical, emergency or security reasons or changes required by the Satellite Network Provider or the GSM Network Provider, or changes to Roaming Charges. The periods of notice before such varied terms take effect in these circumstances are specified in the Agreement.

If you are a Fixed-Term Customer, there are certain terms of the Agreement which we cannot change during the Fixed-Term. These are the minimum monthly charges, the Term and the Termination Fee. Aside from these things, we will only vary the terms of the Agreement if you obtain your consent or if certain circumstances specified in the Agreement apply. These circumstances include if the changes are beneficial or neutral to you or are of only minor detriment, are changes required by law or necessary for any technical, emergency or security reasons or changes required by the Satellite Network Provider or the GSM Network Provider, or changes to Roaming Charges. The periods of notice before such varied terms take effect in these circumstances are specified in the Agreement.

7. How can you terminate the Agreement (that is, cancel the Service)?

You can cancel the Service at any time, provided that you give us notice. We can ask you to put your request in writing. If you are a Fixed-Term Customer and you cancel the Service before the end of any fixed term for your Service, we can charge you the applicable Termination Fee. The applicable Termination Fee is specified in the Service Booklet.

In addition, you can cancel the Service at any time if we breach the Agreement and we don't remedy that breach within 14 days of you notifying us of it.

8. How can we terminate the Agreement (that is, cancel the Service)?

Our rights to cancel the Service will depend on whether you are a Pre-Paid Customer, Casual Customer or a Fixed-Term Customer.

If you are a Casual Customer or a Pre-Paid Customer, we can cancel the Service at any time, if we provide you with a reasonable amount of notice (usually, this will be 30 days prior notice). If we do this, we will refund you your pre-paid credit within 30 days of such cancellation. If you are a Fixed-Term Customer, we can cancel the Service at any time, if we obtain your consent, transfer you to a comparable alternative service for the remainder of the fixed term or take reasonable steps to reduce any detrimental effects that cancellation may have on you (such as reimbursing you a reasonable portion of the Charges invoiced).

In addition, we can cancel the Service at any time if you breach the Agreement and you don't remedy that breach within 14 days of us notifying you of it. If the breach cannot be remedied (for example, but not limited to, if you do not comply with the law or if you are fraudulent or make any misrepresentations on the Services Application), we can immediately cancel the Service.

9. What warranties and obligations are given by Indigo?

We will comply with the Telecommunications Consumer Protections Code (**Code**). You can obtain a copy of the Code from the website of the ACMA. The Australian Consumer Law provides that certain non-excludable consumer guarantees are implied into this Agreement. If the Australian Consumer Law applies to this Agreement, then those consumer guarantees apply in addition to any other express warranties which we provide under this Agreement.

We expressly warrant that we will provide the Services to you with due care and skill.

10. Liability

Except for certain situations specified in the Agreement, we will accept certain liability to you for our breach of the Agreement or where we have been negligent. The Competition and Consumer Act and related legislation implies certain terms and conditions in the Agreement. We are liable to you if we breach those warranties. If we are found liable in connection with the Agreement (to the extent permitted by law) our liability shall be limited to resupplying, repairing or replacing the relevant goods or services for you or paying you the costs of such resupply, repair or replacement, but only if it is fair and reasonable for us to do so.

If you or others are the customer for the Service, then each of you are jointly and individually liable for all Charges under the Agreement.

11. Indemnity

To the extent permitted by law you agree to indemnify us against all loss which Indigo pays, suffers or incurs, or is liable for in respect of your use of the Service or the Indigo Network. However, that indemnity doesn't apply to the extent it is the result of Indigo's negligence or wilful breach of the Agreement

12. Privacy and credit information

We (or our agents, dealers or distributors) will collect your personal information. If you do not provide us with certain personal information of you, you will not be able to apply for the Service. We will comply with the terms of our privacy policy, which is available at www.indigotelecom.com.au or in hard copy, upon request. That privacy policy sets out the purposes for which we may collect, use and disclosure your personal information. It also sets out our obligations regarding the security and storage of that information.

In particular, please be aware that if we decide to accept your Service Application, then we may impose a Credit Limit applicable to your use of the Service or Roaming. To enable us to determine an appropriate Credit Limit, you consent to us accessing your credit history. You agree that we may exchange personal and credit information about you with a credit bureau for the purpose of assessing your application for consumer and/or commercial credit as per section 18E(8)(c) of the Privacy Act.

13. How will we send notices to you?

We will send notices to you either by directly communicating the notice, by phone, post, email, SMS or by displaying it on our website (whichever is the most appropriate in the circumstances).

14. Complaints

Our Complaints Handling Policy sets out the procedure for making a complaint about us or the Service, or for reporting any faults in the Service or Handset, which is available at www.indigotelecom.com.au or in hard copy upon request. If you are dissatisfied about the outcome of a complaint you can refer the matter to the Telecommunications Industry Ombudsman and/or the Office of Fair Trading in your State or Territory. The Telecommunications Industry Ombudsman can provide you with information on your rights and assist you in any disputes with us.

15. Enquiries

If there is anything in this document, the Agreement, Service Booklet, Privacy Policy or Complaints Handling Policy which you would like further information on, please contact us on our Customer Care number 1800 848 729. If you would like this summary in a different format, you should contact our Customer Care number 1800 848 729.