



IPSTAR Australia Pty Limited Summary of Standard Form of Agreement – Long Term Satellite Service (LTSS) and VoIP Services (Summary SFOA)

Version 1.0 – April 2016

IPSTAR Australia Pty Limited [ACN 107338901] (“IPSTAR”) may offer to supply Broadband Satellite Internet Services, VoIP Services and ancillary products and services directly to certain qualifying end users for a minimum contract period on the terms and conditions set out in the IPSTAR Australia Pty Ltd Standard Form of Agreement – Long Term Satellite Services (LTSS) and VoIP Services (the “Agreement”). This document is a summary of the Agreement. It does not include details about all aspects of the Services offered by IPSTAR under the Agreement. It is very general and should not be relied on as a substitute for reading the Agreement. The Agreement is made up of the terms and conditions contained in the Standard Form of Agreement (and its schedules), an approved Application Form, the IPSTAR Acceptable Use Policy, the IPSTAR Privacy Policy, the IPSTAR Complaints Handling Policy and the IPSTAR Credit Management & Financial Hardship Policy. The Agreement is available at IPSTAR’s offices at 5 George Place, Artarmon, New South Wales, via the MyIPSTAR Portal and via our website at <http://www.ipstaraustralia.com/nbn/legal>

IT IS IMPERATIVE THAT YOU UNDERSTAND THAT THE VOIP SERVICE CANNOT BE UTILISED IF THERE IS A POWER OUTAGE, WHEN YOUR INTERNET CONNECTION IS INTERRUPTED OR IF THE HARDWARE YOU ARE USING TO ACCESS THE SERVICE IS IN ANY WAY FLAWED. WE RECOMMEND THAT YOU HAVE AN ALTERNATIVE TELECOMMUNICATIONS SERVICE SUCH AS A CELLULAR, FIXED LINE OR SATELLITE TELEPHONE CONNECTION TO CONTACT EMERGENCY SERVICES.

What Services does IPSTAR offer under the Agreement?

The primary Service offered by IPSTAR under the Agreement is a Broadband Satellite Internet Access service (the “Satellite Internet Service”). Each Satellite Internet Service offered is subject to a maximum speed, a set maximum download limit, and a monthly fee.

IPSTAR also now offers a Voice over IP service for use in conjunction with the Satellite Internet Service (the “VoIP Service”).

Both the Satellite Internet Service and the VoIP Service can be managed by You via IPSTAR’s “self service” customer portal known as “MyIPSTAR”, which allows qualifying end users to self-manage parts of the Broadband Satellite Service and the VoIP Service, such as email addresses, payment options and allows upgrading and downgrading between Service plans and more!

The plans are available on our website at <http://www.ipstaraustralia.com/nbn/plans>
In each of the plans, the speed of the Satellite Internet Service is selected by you and is either 12/1Mbps or 25/5Mbps however your speed might vary due to several factors such as location, weather and other technical limitations. There is no extra charge for excess data. However, if you exceed your data allowance the maximum speed will be shaped to 128 kbps (for both uploads and downloads). The speeds referred to in the plans are in kilobits per second and specify the maximum download speed/maximum upload speed applicable to the relevant service and depend on numerous factors such as customer location, weather and other variables and technical limitations. The data cap is expressed in gigabytes. The data cap specifies the monthly

download data transmission limit for the service and the monthly fee specifies the applicable GST-inclusive monthly Charges. IPSTAR reserves the right to shape the service to 128k/128k if the Customer exceeds the data cap. Please also note that the data allocation is specified is based on both download and upload usage.

Who is eligible for the Services?

The Services are available for residential use only.

The Services supplied by IPSTAR under the Agreement have not been designed and do not support the supply of satellite internet access or voice over IP on any basis other than **for a limited period** as provided by the Agreement. The Services are reliant, among other things, on a satellite service supplied to IPSTAR by NBN Limited ("NBN"). Further, there is no guarantee that the Services can be supplied to You. The Services are only available for supply to a limited number of premises. See the Service Locator at <http://www.nbnco.com.au/connect-home-or-business/check-your-address.html> for more information about availability of the Satellite Internet Service. In addition, the Satellite Internet Service is only available to end-users which satisfy the end-user eligibility criteria specified by NBN. A copy of the end-user eligibility criteria is available at <http://www.ipstaraustralia.com/nbn/policy>

The VoIP Service is only available to users of the Satellite Internet Service and cannot be purchased separately.

All applications for the Services are also subject to you meeting our credit criteria.

Who owns and installs the CPE?

NBN owns the Satellite Internet Service CPE. Ownership of the Satellite Internet Service CPE remains with NBN Co Limited at all times.

If you purchase the VoIP Service CPE from us, you will own it once you pay for it.

What other charges apply and how may customers pay?

- Invoices will be issued in advance, once per month;
- Invoices are due and payable 21 days from the date of issue;
- A late payment charge of \$5.50 (inc-gst) will apply for invoices overdue by more than 21 days;
- Invoices will be issued via email and/or via the MyIPSTAR Portal;
- Invoices can be paid by BPAY, Australia Post, Direct Debit or credit card online via the MyIPSTAR Customer Portal;
- If an invoice is not paid on time:
 - for invoices twenty-one (21) days overdue, the Customer's connection to the Satellite Internet Service will be shaped to 128kbps/128kbps;
 - for invoices twenty-eight (28) days overdue, the Customer's connection to the Satellite Internet Service will be suspended (and a reconnection fee of \$16.50 (inc-gst) will be payable to unsuspend the Service); and
 - for invoices thirty-five (35) days overdue, the Customer's connection to the Satellite Internet Service will be terminated.

Minimum term, termination and related provisions of the Agreement

- The minimum term of the Agreement is stated as selected by You on the approved Application Form.
- For early termination by the Customer, the Customer will be required to pay out the remainder of the Agreement.
- The Agreement rolls over on a month-to-month basis after expiry of the minimum term.
- IPSTAR can terminate the Agreement if a Customer fails to pay the applicable monthly fees and for other breaches of the Agreement by the Customer. For example, IPSTAR may terminate the Agreement if the Customer is in breach of the IPSTAR Acceptable Use Policy. There are a range of circumstances entitling IPSTAR to terminate the Agreement.

- After the expiry of the minimum term, the Agreement may be terminated by either party on providing fourteen (14) days' notice.
- In certain circumstances, IPSTAR may suspend a Service.

Variations to the Agreement

- IPSTAR may vary the Agreement at any time.
- In relation to variations that would cause detriment to Customers, the minimum period of notice to be given to Customers before the variations take effect is sixty (60) days;
- In relation to variations that would not cause detriment to Customers, the minimum period of notice to be given to customers before the variations take effect is thirty (30) days;
- Customers will be informed of the variations via email and/or via the MyIPSTAR Customer Portal;
- An up-to-date copy of the Agreement may be obtained from the MyIPSTAR Customer Portal or from IPSTAR's offices.
- If a Customer does not approve the variations, the Customer has the right to terminate the Agreement within forty-two (42) days of the date of the notice of variation without incurring charges, other than usage or network access charges to the date the Agreement ends and outstanding amounts for installation or for equipment compatible with IPSTAR's services.

Important Customer Information: Your Rights and Obligations

- Customers can lodge faults and complaints and seek customer support by telephoning IPSTAR on 1300-IPSTAR (1300 477 827) six (6) days per week (Monday – Saturday) during normal business hours Australia-wide (local call rates apply; charged at standard mobile call rates if you call from a mobile). Should a customer be unsatisfied with the progress of a support call, the matter will be escalated to an IPSTAR Team Leader for final resolution.
- If you are not happy with our handling of a complaint, you can always contact the Telecommunications Industry Ombudsman ("TIO") or New South Wales Fair Trading (or equivalent in your State or Territory).
- The TIO is a free and independent alternative dispute resolution scheme for small business and residential consumers in Australia with unresolved complaints about their telephone or internet services and can be contacted by telephone on 1800 062 058 - Monday to Friday between 9am and 5pm Australian Eastern Standard Time (Free from a landline, but charged at standard mobile call rates if you call from a mobile).
- The primary role of New South Wales Fair Trading is to manage consumer laws and to look after the rights of consumers.
- In accordance with the unfair contract terms provision at Part 2-3 of the Australian Consumer Law:
 - (a) IPSTAR will not indefinitely suspend all parts of any service because of IPSTAR's error or failure, or charge you a reconnection fee for a suspension caused by IPSTAR's error or failure;
 - (b) You will not be required to pay a fee for a breach of the Agreement where the fee is inconsistent with the unfair contract provisions of Part 2-3 of the Australian Consumer Law; and
 - (c) IPSTAR will not unilaterally amend the Agreement, the characteristics of any goods or services under this Agreement, or the price for them, during the term of the Agreement in circumstances which would be inconsistent with the unfair contract provisions set out in Part 2-3 of the Australian Consumer Law.