



TELEPHONE SERVICE TERMS & CONDITIONS

iTEL Community Telco Limited ABN 58 098 028 230 ('iTEL') will provide you with the services in accordance with the provisions of these Terms and Conditions, the Application for Digital Mobile Service and purchase overleaf ('Applications'), and where relevant, the Authority to transfer Mobile Service (collectively 'the contract').

V1.1, 30/06/04

1. Provisions of Services

iTEL will supply digital mobile telecommunications service (the 'Services'), which may be varied at any time in our discretion without reference to you, on a digital mobile telecommunications network (the 'network') of a licensed telecommunications carrier (the 'carrier') for the use of the mobile apparatus described in the Application (the 'equipment') and one or more Subscriber Identification Module cards ('SIMcard') encoded with information used to access the services.

2. Commencement

The Contract commences at the time of activation by iTEL of your SIMcard ('Activation') and will continue until terminated by iTEL under Clause 10 or by you giving to iTEL written notice of termination.

You may vary any term or condition contained in the Contract on 30 days written notice to you. Upon any such variation by iTEL, you may at any time before such variation takes effect, terminate the Contract upon written notice to iTEL within 30 days after the date of such notice.

3. SIMcards

SIMcards always remain the property of iTEL. iTEL may specify certain procedures for Activation to protect against unauthorised use of a SIMcard. You must take all reasonable care to return the SIMcard to iTEL upon demand. If you fail to return the SIMcard to iTEL within 30 days of a demand made by iTEL, you must pay iTEL's standard SIMcard replacement fee.

You must notify iTEL immediately if any SIMcard is lost, stolen or destroyed (whether installed or not) and pay iTEL's standard SIMcard replacement fee.

You must obtain iTEL's express authorisation (which may be a conditional on lodgement of a security deposit under Clause 6) to use the SIMcard in countries other than Australia ('Roam'). If you are authorised to Roam, you will be charged a roaming fee, and for incoming calls at a rate set by the operator in that country.

4. Payments

You must pay all access charges, call charges and other charges to iTEL in respect of the Service for the term of the Contract in accordance with the relevant tariff specified in the Application (the 'Access Plan'), together with all taxes, duties, and levies payable in respect of the Services. You must pay these amounts whether or not the Equipment ceases to be in your possession or control for any reason.

You will be liable for access charges during any period when the Services have been discontinued or suspended by iTEL because of a failure of you to comply with the Contract.

You will be liable for all charges in relation to any SIMcard supplied to you which has been lost or stolen (whether installed in Equipment or not) until iTEL has been notified of the loss or theft.

iTEL may, by giving 30 days written notice to you, vary the Access Plan whereupon you will pay charges in accordance with the revised Access Plan.

iTEL may immediately pass on to you any changes in Carrier's charges to iTEL without reference to you.

If we have agreed to provide Services for a particular term, then the whole amount payable for the whole of the term that those Services are to be provided is a debt owing to us at the time of entering into the Contract for which we may bill you even if you cancel the Service before the term of the Contract ends.

Where you request iTEL to bill amounts falling due under the Contract to your nominated credit card, whether in the Application or otherwise, iTEL may do so and

(a) You agree that the nominated credit card account will be operated within its terms (including any credit limit set by the relevant financial institution) so that iTEL is paid all amounts due hereunder;

(b) You authorise iTEL to complete and sign on behalf of you all necessary forms and documents to facilitate payment from the relevant financial institution; and

(c) You will remain liable to iTEL for all amounts falling due hereunder and which are billed to your nominated credit card until iTEL has been paid in full for those amounts.

Dishonoured Cheques:-

(a) If an invoice is paid by cheque and that cheque is dishonoured we will charge you a dishonoured cheque fee (as per National Australia Bank current charges), which amount will be added to your next invoice.

(b) We reserve the right to suspend or cancel a service without notice to you in the event that an invoice paid by cheque by you is dishonoured.

Direct Debit - insufficient funds:-

(a) If an invoice is paid by direct debit and there are insufficient funds available in the account from which the direct debit is to be drawn to pay the invoiced amount in full we will charge you a fee (as per National Australia Bank current charges), which amount will be added to your next invoice.

(b) We reserve the right to suspend or cancel provision of service to you without notice to you if there are insufficient funds available in the account from which the direct debit is to be drawn to pay the invoiced amount in full.

5. Time for Payment of Accounts

iTEL will usually invoice you monthly in advance for periodic charges such as connection and access fees (and any service fee if applicable) and in arrears for usage charges for the Services in accordance with the Access Plan.

All invoices are due 14 days after the date of issue of the invoice. You are liable to pay interest on all overdue amounts from that due date at the overdraft rate charged at the time by the National Australia Bank plus 3 percent per annum.

6. Security Deposit

iTEL may at any time require the payment of a security deposit or an increase in any previously provided security deposit before providing or continuing to provide Services. If you fail strictly to comply with the Contract, iTEL may use the security deposit to meet costs, loss or liabilities incurred as a result. Upon termination of the Contract, iTEL shall return to you any remaining security deposit, without interest.

7. Credit Check

Terms defined in the Privacy Act 1988 ('Act') have the same meaning in this Clause.

You hereby consent to the exchange of personal information relating to you of the kind referred to in section 18E(1) of the Act with a credit reporting agency at any time during the term of the Contract for the purpose of assessing your application to iTEL for credit or commercial credit, or collecting payments that are overdue in respect of credit or commercial credit provided to you by iTEL.

You agree that, at any time during the Contract, iTEL may obtain from any person or body carrying on a commercial credit assessment business, information concerning your commercial activities or commercial creditworthiness for the purpose of assessing your application to iTEL for credit or commercial credit.

You agree that, at any time during the Contract, iTEL may exchange with another credit provider personal information derived from a credit report or other report relating to you for the purposes of the assessment by iTEL or the other credit provider of your creditworthiness or the collection by iTEL or the other credit provider of monies that are overdue.

You agree that we may obtain or give a credit provider's credit reference for purposes connected with your business, trade or profession.

iTEL may from time to time set a credit limit for the provision of the Services to you. You will be notified of this credit limit and any variation thereof.

8. Liability

Because Services may be affected by the level of use of the Network and of facilities related to providing the Service, and transmission and reception may be affected or interrupted in sheltered, indoor or underground areas, or by geographic or climatic factors, within the area of coverage shown on maps given to you, iTEL does not warrant that Services will be free from interruptions, delays or faults of this kind and iTEL will not be responsible for any loss or damage which may result.

Except as provided in Clause 9.2, iTEL is not liable to you or any other person for;

(a) any cost, loss or liability (including injury, death, loss of profit or other consequential damage) arising out of iTEL's supply or failure to supply the Services including any such costs, losses or liabilities arising as a result of any act, omission or negligence of iTEL; or

(b) the content or confidentiality of any communications made over the Network and you agree to indemnify iTEL and keep iTEL indemnified against any costs, claims, damages, liabilities or demands claimed or made against iTEL, or which iTEL suffers as a result of any defamatory or other unlawful comments made using the Services (whether or not made by you).

iTEL has no liability to you or any other person for the acts or defaults of Carriers, for faults or defaults in Services which are caused to any material extent by your own conduct or misuse, or that arise in telecommunication services not provided under the Contract (even if those services are connected to the Services with our consent).

iTEL is not liable for any delay in installing or correcting any fault in any Service, failure or incorrect operation of any Service, or any other default in performance under the Contract caused by any event reasonably beyond iTEL's control, including but not limited to war, accident, act of terrorism, act of God, industrial action, embargo, delay or failure or default by a Carrier.

9. Warranties

Except as provided in sub-clause 9.2, all terms, conditions, warranties, undertakings, inducements and representations, whether expressed or implied, statutory or otherwise, relating to the provision by iTEL of the Services are excluded and will not be under any other liability in respect of any loss or damage (including consequential loss or damage) however caused (Whether by negligence or otherwise) which may be suffered or incurred or which may arise directly or indirectly in respect to the Service.

Where any applicable legislation implies any term, condition or warranty into the Contract or iTEL's relationship with you, or otherwise gives you particular remedy against iTEL, and the legislation or any other legislation renders void or prohibits provisions excluding or modifying the application of, exercise of or liability under such implied term, condition, warranty or remedy will be deemed to be included in the Contract or, as the case may require, apply to the relationship between iTEL and you. However, iTEL's liability for any such breach of such implied term, condition, or warranty or under such remedy, will be limited, at iTEL's option, in any one or more of the ways permitted in that legislation, including, where so permitted if the breach relates to Services the supplying of those services again or the payment of the cost of having those Services supplied again.

10. Termination

iTEL may immediately terminate this Contract if you:

(a) breach any term of the Contract (including any terms relating to payment or use of the Services) or any term of any other agreement you have with iTEL of the Services);

(b) Enter, or threaten to enter into, or are likely to become subject to any form of insolvency administration, whether formal or informal or threaten to cease or are likely to cease to conduct business carried on by you in the normal manner or being a natural person, die or being a partnership, dissolve or resolve to dissolve, or being a corporation, become an 'externally-administered body corporate' as defined in the Corporation Law.

11. Suspension of Services

iTEL may from time to time and without notice or liability to you suspend any of the Services (and at iTEL's discretion disconnect services in any of the following circumstances:

(a) during any technical failure, modification or maintenance of the Network (but in that event iTEL will procure resumption of the Services as soon as reasonably practicable);

(b) if you fail to comply with any of these terms and conditions (including failure to pay charges due) until the breach (if capable of remedy) is remedied, or

(c) if you do, or allow to be done, anything which in iTEL's reasonable opinion may have the effect of jeopardizing the operation of those Services; or

(d) if the amount outstanding under this Agreement at any time (whether or not its payment has fallen due) exceeds the credit limit set by iTEL under clause 7.

Notwithstanding any suspension of any Services under this Clause 11 you shall remain liable for all the charges due hereunder throughout the period of suspension (including without limitation all monthly access fees applicable to the Access Plan, and regardless of whether or not any SIMcard has been disconnected from the Network) unless iTEL in its sole discretion determines otherwise.

12. Confidentiality

iTEL retains all intellectual property rights on information in any form relating to the Services, the design or operation of the Network, the manner in which iTEL arranges Services, charges and discounts, and other financial and technical information relating to the provision of Services to you ('Confidential Information'). You will keep the Confidential Information confidential, and will not allow any written or electronically recorded material to be copied, and you will not use information which you acquire from us for any purpose not authorised in writing by us or in any manner which may cause us loss, whether by way of damaged reputation, financial loss or otherwise.

On the termination of the Contract for any reason, you will destroy or return to us all Confidential Information.

13. General

iTEL may exchange information with a Carrier concerning your account, including particulars of calls and call charges.

The Contract is governed by the laws of Queensland.

The Contract contains the whole understanding of the parties to the exclusion of any prior or collateral Contract or understanding of any kind relating to the Service. You acknowledge that you enter into the Contract entirely as a result of your own enquiries and that you do not rely on any statement, representations or promises by us or on our behalf not expressly set out in the Contract.

The failure by either party to exercise any right or remedy under the Contract in a timely manner does not constitute acceptance of the matter which gave rise to the right or remedy, nor that party's waiver of such right or remedy.

You will not assign, charge or otherwise deal with your rights under the Contract except with our prior written consent. However, iTEL may upon 30 days written notice assign all or any of its right and obligations under the Contract.

For any further Terms and Conditions or to view iTEL's Privacy Policy, please refer to the Mobile Phones Link at www.itel.net

Name

Signature