

# TERMS AND CONDITIONS

These are the terms and conditions on which C-Direct Pty Ltd will provide Retailers with Telstra branded cards and Starter Kits. If you order the Cards you will be deemed to have accepted these conditions.

## COMMENCEMENT:

This agreement begins on the date you sign the application form or when you order the Cards, whichever occurs first.

## ORDERS

To obtain Cards you must place an order preferably by Fax to 03 9499 7993.

We will indicate our acceptance of the order by issuing an invoice and delivering the cards to your delivery address as indicated on the application form.

We will use our best endeavors to meet your orders and delivery dates. If any cards are damaged or missing, you must notify us within 48 hours of receipt and return any damaged Cards to us immediately.

Each order remains our property until you pay for it in full.

## PAYMENT

Unless you choose the direct debit option you must pay for deliveries within 7 days of the date of invoice.

If you select the direct debit option, payments for the cards will be debited 21 days after the date of the invoice.

The price payable for the cards is the face value of the Cards ordered less the prevailing commissions. We may vary these commissions by giving you written notice.

## MINIMUM ORDERS

Cards must be ordered in packs. Our minimum order is \$300 for free delivery.

Orders under \$300 will incur a delivery and handling fee of \$8.00.

We reserve the right to vary this fee according to costs associated with delivery.

## YOUR OTHER OBLIGATIONS

You agree to promote and sell the Cards.

You agree to utilize such point of sales display materials as is provided.

You agree to make available to customers any Conditions of Use information for each Card product.

You will use your best endeavors to sell each card within a reasonable period before the expiry date of that Card.

Where a customer claims a card is faulty;

You will provide a faulty -card form or advise customers to call the customer service number on the back of the Card.

You must NOT:

Incur liability on our behalf or that of Telstra.

Modify or tamper with the product.

Promote or sell a competitor's product as a Telstra product.

Represent to any third party that you are an agent, employee or servant or representative of Telstra or of C-Direct P//L.

## REPRESENTATIONS AND WARRANTIES

You must not make any warranty, representation or statement to any product or service of Telstra, its suitability for any particular use, compatibility with any equipment, its characteristics performance or otherwise that is inconsistent with, differs from Or is misleading or deceptive as to the express terms of any warranty or guarantee given by Telstra or any written specifications provided by Telstra for the purpose of being passed onto customers.

All implied conditions and warranties are excluded from this agreement except those which cannot be lawfully excluded.

C-Direct Pty Ltd will:

Supply you with promotional material (e.g. literature, signage and other display materials) as agreed from time to time;

## CREDITWORTHINESS

We may obtain a credit report on you from a credit reporting agency or trade referee you have nominated. We may disclose information regarding your creditworthiness to other credit providers.

## REFUNDS OR REPLACING CARDS

Unless otherwise agreed to by us in writing, we will not replace any Cards delivered to you or refund any money for Cards (including but not limited to Cards that have expired) unless required to do so by law or as otherwise expressly agreed to in this agreement.

## CONFIDENTIAL INFORMATION & TRADE MARKS

You must protect our confidential information; in particular you must not use or disclose our business information except as provided by this agreement.

You may not use Telstra's logos or trade marks without the express permission of Telstra. You may not use C-Direct Pty Ltd's trademarks or logo without our express permission.

## PRIVACY

You must comply with all Privacy Laws in relation to Personal Information whether or not you are an organisation bound by the Privacy Act. You must use the Personal Information only for the Permitted Purposes. You must not disclose Personal Information except to the extent necessary for the Permitted Purposes.

## CUSTOMER IDENTIFICATION

You must ensure that the customer's proof of identification meets the minimum standards of identification on the Identification Form in such a manner as is required by Telstra. Any identification forms Telstra receive without these minimum standards of identification may be rejected and Telstra or we may in respect of each Starter Kit sold for which insufficient customer identification has been obtained, request that you repay any amount we have paid you in respect of that Product.

To the extent that you are required to obtain proof of identification you must be satisfied that the customer's proof of identification and other details are genuine, and in order to justify your claim for the payment amount provided in respect of each Starter Kit, you must be able to produce evidence of that genuineness.

## CANCELLATION

Either of us can cancel this agreement by giving 30 days written notice. In addition we can cancel this agreement immediately by giving notice if:

You become insolvent (or bankrupt if an individual)

You do not pay money owed within our agreed credit terms.

You do breach this agreement and do not remedy the breach within 7 days of being notified of it.

You bring either our name or that of Telstra into disrepute.

Cancellation of this agreement does not affect any existing rights and obligations at the time of cancellation including those covered by Confidential Information, Privacy, Trade marks & Logos Limitation of Liability or Indemnity.

## INDEMNITY

You agree to indemnify us against loss or damage we suffer because you breach any of the terms of this agreement or because of any other negligent or wrongful act or omission on your part.

## GENERAL

You may not assign your rights under this agreement to any other party without our permission. The Application Form and these terms and conditions form the entire agreement between us.