

AUTHORITY TO CHANGE PROVIDER OF LONG DISTANCE TELEPHONE SERVICES

I am applying for... PreSelect OverRide

Company Details

Company Name ABN Number
 Trading Name Contact Name
 Service Address
 Postcode
 Mailing Address
 Postcode
 Phone No.
 Facsimile No.
 Mobile Phone No.

Switch To Yell

Please write phone numbers below to indicate your choice of Yell as your preferred long distance company.

Phone No.
 Phone No.
 Phone No.
 Phone No.

All Service Numbers listed will be automatically provisioned for your chosen service.

Important Notice

PLEASE READ AND SIGN BELOW

I agree to switch my Company's long distance telephone service to Yell for 12 months.

I have read the terms and conditions below and agree to be bound by them. I have the authority to sign and certify that these details are correct.

I understand that by nominating Yell for my Company's telephone number(s) above, International, National Long Distance calls and Calls to Mobiles will be carried by Yell upon processing this request.

I have read and understood the information on this form about how Yell handles information about my Company.

I also give Yell consent to obtain and use credit information about my Company.

Customer's Signature

Print Full Name Date

Return This Form

Please RETURN this form (once filled in and signed) to:

Accounts
Yell Communications
PO Box 349, Nunawading
Melbourne VIC 3131

YELL TERMS AND CONDITIONS

General Information

1. The application is subject to acceptance by Yell.

2. SERVICES PROVIDED UNDER THIS AGREEMENT

Yell will supply the following billable services under this agreement:

- (a) National Long Distance Calls
- (b) Fixed to Mobile Calls
- (c) International Long Distance Calls

You acknowledge that Yell may use the services of another carrier to provide the service, and may change the carrier at its discretion.

3. SERVICES NOT PROVIDED UNDER THIS AGREEMENT

Yell shall not provide or be held liable for the following services:

- (a) All fixed local calls will continue to be provided and billed by your previous fixed telephone service provider and not by Yell.
- (b) PSTN Line Rental will continue to be provided and billed by your previous fixed telephone service provider.
- (c) The Service will not permit carriage of calls to Directory/Operator Services (12), Freephone Services (18), Local Rate Services (13), Premium Rate Services (19), Data Access Services (0198), Satellite Mobile Services (014), Calling Card Services (189), Paging Services (016), VPN Services (188), and UPT Services (05). These calls will be carried via your current usual service provider.
- (d) Because PSTN Line Rental will continue to be the responsibility of your original provider (as described in clause 3(b)), your original provider will continue to be your point of contact for faults related to the fixed line (PSTN) service. Yell will not be held liable for (PSTN) line faults at any time during the service period.

4. HANDLING OF INFORMATION AND CREDIT INFORMATION

- (a.) Yell collects and uses Information about you primarily to supply you with the products and services you order from it and its related companies.
Yell also collects and uses Information for related (or secondary) purposes including:
 - (i.) Billing and account management
 - (ii.) Business planning and product development
 - (iii.) To provide you with information about promotions, as well as the products and services of Yell companies and other organizations.
- (b.) If you do not provide all the information Yell requests from you, Yell may not be able to supply the products or services you have requested, or Yell may be restricted in the way it supplies these products or services to you.
- (c.) Yell may disclose Information about you (for the purposes set out in clause 2) to:
 - (i.) Yell's agents, dealers, contractors and franchisees;
 - (ii.) Yell's suppliers who need access to the Information to provide Yell with services, enabling Yell to supply you with the products and services you have ordered; and
 - (iii.) Joint venture partners of Yell

5. BILLING

- (a.) Yell will bill you monthly or quarterly, but reserves the right to bill at different intervals. Accounts are payable within 14 days of issue. Yell has the right to terminate the service if accounts remain overdue.
- (b.) Yell may charge a late payment fee on any overdue amounts. In addition, Yell may impose an administrative fee to cover its reasonable expenses and costs incurred in enforcing any failure or delay in your payment.

6. MINIMUM SERVICE PERIOD (PreSELECT service only)

The minimum service term for the PreSELECT services is no less than 12 months. You agree that the PreSELECT services provided by Yell will not be moved to another provider within the initial Minimum Service Period as outlined in this clause unless otherwise authorized by Yell. Unauthorized change of provider for the Preselect services may result in a reversal of the change without prior consultation.

7. LIABILITY

- (a.) Yell does not warrant that the Service will be uninterrupted or fault free.
- (b.) Yell excludes any liability to you for any indirect or consequential loss, costs, or damage (including, but not limited to, loss of profits, loss of revenue, and expectation loss) arising out of this Agreement, including, but not limited to, (Yell's) supply of (or failure to supply) the Service, whether arising as a result of any act, omission or negligence of Yell or otherwise.
- (c.) To the maximum extent permitted by law, Yell limits its liability to you for any liability which may arise out of or in relation to this Agreement, (whether based in contract, tort, including negligence, or statute) to an amount in aggregate for all claims which is the amounts paid by the Customer for the Services under this Agreement.
- (d.) You indemnify us against any loss or damage we may suffer as a result of your use or attempted use or any use of the Service.

8. GENERAL

- (a.) You will be responsible for all service charges and for calls made from your phone using the service, whether those calls were made by you or by someone else.
- (b.) The call costs and any other fee charged by Yell for provision of the goods or services ('Fee') does not include any amount of Tax. If any Tax is payable by Yell in relation to this contract, Yell will adjust the Fee having regard to Part VB of the Trade Practices Act 1974 (Cth).
'Tax' means any tax (including goods and services tax), withholding tax, charge rate, duty or impost imposed by any authority, but does not include any income or capital gains tax.
- (c.) Subject to the Trade Practices Act and other laws, Yell is not liable for any costs, loss, liability or damage arising from Yell's supply or failure to supply the service.
- (d.) The Customer acknowledges that where Yell requires the consent of the Customer to undertake certain actions, then provided Yell acts in good faith, Yell may rely upon the authority of any employee of the Customer who warrants that he or she is authorised to provide that consent on behalf of the Customer.