

Our Customer Relationship Agreement

MOBILE VOICE SERVICE DESCRIPTION

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This document contains the Service Description and Terms for the supply of Prepaid Mobile Services. Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of our CRA or in clause 10 of this Service Description.

1. ABOUT THE MOBILE VOICE SERVICE DESCRIPTION

Our Customer Relationship Agreement

- 1.1 This is the Mobile Voice Service description of our CRA under which we supply mobile phone services (**Service**) to you.
- 1.2 The General Terms of our CRA, and the other documents listed in clause 1.2 of the General Terms, also apply to the Service.

What is the Service?

- 1.3 The Service, depending on the plan chosen by you and subject to any restrictions or limitations we impose or that may arise from the type of equipment you own, enables you to use your mobile handset to:
- (a) make and receive calls, send and receive messages, access internet;
 - (b) send content from and receive content to your mobile phone;
 - (c) send content from and receive content to a computer using your mobile broadband device; and
 - (d) use a range of value added service features, on a mobile network for your own personal or business use only.
- 1.4 Calls made using the Service can terminate to:

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- (a) Australian domestic landline numbers (by dialling the national area code relating to the call number and the called number);
 - (b) Australian mobile numbers (by dialling the mobile number which begins with the prefix 04); and
 - (c) most international long distance numbers (by dialling 0011 + the relevant country access code + the relevant area code (if applicable) + the called number).
- 1.5 Mobile services are not available in all areas in Australia. Certain functionality, such as fast data transmission speeds using 4G, is only available where we have 4G coverage. Coverage maps are available on request. Roaming is not available in all countries or in all places within countries.
- 1.6 The Service is supplied over the relevant mobile digital network of one of our mobile digital network carrier partners. We do not control that network. Where the carrier partner limits call types in its network, your use of the Service will be similarly limited. You agree that you will not hold us responsible in respect of any such limitations.
- 1.7 Voicemail messages you receive will be deleted in the following order:
- (a) Unplayed messages - 28 days
 - (b) Played messages - 10 days
 - (c) Saved messages - 7 days

If you wish to keep your saved voicemail message for longer than 7 days, you may replay and then resave the message.

Eligibility

- 1.8 To apply for a Mobile Plan as a business customer, you must have a valid ABN that must be disclosed in your application for the Service.

2. MOBILE PLAN SPECIFICS

- 2.1 The applicable included values, data, rates and pricing for each Mobile Plan are set out in our Pricing Schedule.

SIM Card

- 2.2 Connection to the mobile network is by way of a SIM which is installed onto a mobile device owned by you (unless otherwise set out in a Mobile Plan). The SIM that we provide to you is our property and we may request that you return the SIM to us at any time for replacement. You must not interfere with the SIM. If you do not already have a SIM with us, we will supply you with a triple cut SIM.

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- 2.3 We are not responsible for any lost or stolen SIM. You must notify us as soon as possible if the SIM we have given you is lost or stolen and we will bar outgoing calls, suspend the service or activate IMEI blocking on your mobile phone.
- 2.4 You are responsible for all charges for calls made using the lost or stolen SIM up until the time you notify us that your SIM card has been lost or stolen and we bar outgoing calls, suspend the service or activate IMEI blocking.
- 2.5 Unless you are otherwise in breach of the agreement, we will replace the SIM card (including where your mobile phone has been lost or stolen or the SIM card has been damaged), and may charge a replacement fee.
- 2.6 If you have not activated your Service by the 28th day after you complete the sign-up process, we reserve the right to automatically activate your Service at any time on or after that date. We will endeavour to make contact with you before this time to assist you with this process.

Data

- 2.7 The included data in a Mobile Plan is not split into on/off peak periods and both upload and download traffic are counted.
- 2.8 If you go over the included data for that billing period and you have sufficient credit in your prepaid balance, you will be charged for excess data usage, at a rate specified in the plan, or if no rate is specified, then the rate of 10 cents per megabyte is charged. Any unused included data is forfeited and does not rollover. If you do not have sufficient credit in your prepaid balance, data usage will be restricted.
- 2.9 In calculating download usage, 1GB (Gigabyte) is equal to 1000MB (Megabyte); 1MB is equal to 1000KB (Kilobyte).

International roaming rates

- 2.10 All international calls and SMS/MMS rates are charged per the current international rates that can be found on our International Roaming Webpage.
- 2.11 Roaming rates are subject to change without notice, due to fluctuations in international currency exchange rates and changes to charges imposed by overseas networks.
- 2.12 We make no guarantee regarding the quality and availability of coverage or any services (e.g. SMS, GPRS) when you are roaming.
- 2.13 All roaming charges are excluded from your Mobile Plan's included value and will accordingly be charged as a separate item to your Mobile Plan.
- 2.14 Charges apply for both making and receiving calls when roaming overseas.
- 2.15 Roaming charges can take up to 90 days to appear on your bill.
- 2.16 You are responsible for enabling the international roaming feature in order to use it as part of your Service. As part of the enabling process, you must call our customer support centre and verbally accept the automated recording of terms for this feature.

3. RESTRICTIONS ON USE OF THE SERVICE

- 3.1 You must not:

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- (a) make or receive calls or send or receive content on our network other than for your own personal or business use,
 - (b) wholesale any Service (including transit, refile or aggregate domestic or international traffic) on our network, or
 - (c) use the Service (including any SIM card) in connection with a device that switches or reroutes calls to or from our network or the network of any supplier, without obtaining our written consent first. We may give or withhold our consent, or make our consent subject to conditions, in our discretion.
- 3.2 If you breach clause 3.1(a) above, we may, in addition to and without limiting our other rights under the agreement, immediately suspend or cancel the service by giving you notice.
- 3.3 We may restrict access to premium services until a payment history has been established.

4. SERVICE FAULTS

- 4.1 While we will endeavour to make Mobile Services available to customers 24 hours a day, 7 days a week, Mobile services are not fault free and we cannot guarantee uninterrupted service, or the speed, performance or quality of the Service. There are many factors outside of our control which affect Mobile Services, such as the performance of third party suppliers and equipment, Force Majeure events, electromagnetic interference, network congestion, and performance of your equipment. We accept no liability for interruptions to your Mobile Service or for any resulting damage or loss suffered by you or any third party.
- 4.2 We reserve the right to perform maintenance work from time to time, which may temporarily interrupt your access to the Service. Where possible, we will perform this work during non-peak times.
- 4.3 You must direct all queries regarding faults/outages of the service to our technical support Help Desk. You must not direct inquiries to third party service providers. We will invoice you for costs incurred by us if you engage a third party for assistance with your service.

5. MOBILE NUMBER PORTABILITY

Selection and assignment of phone numbers

- 5.1 You acknowledge that in order to comply with any regulatory, governmental, legal or similar authority which is involved in the administration of phone numbers, we may be required to vary, withdraw, suspend or reassign a phone number assigned to your access line. We will give you as much prior notice as is reasonably practicable.
- 5.2 We are responsible for selecting and assigning the mobile phone number for a Service unless you Port your phone number to us from your previous supplier.

Porting your phone number

- 5.3 If you are a customer who is connected to a network other than ours and you wish to acquire this Service, you may be able to retain your existing telephone number by Porting it to us:-

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- (a) if your mobile phone number is declared portable in accordance with the porting requirements administered by the relevant regulatory authority and no exemption from such obligations has been granted; and
 - (b) subject to availability and our technical and commercial considerations.
- 5.4 The Porting of your mobile phone number will be conducted in accordance with the relevant Communications Alliance codes. If you have Ported your mobile phone number from another service provider and the Service is subsequently terminated under our CRA or you terminate the Service without reconnecting to another service provider, you will no longer have the right to use that mobile phone number. Similarly, if you Port your mobile phone number from us to another service provider and are then disconnected without reconnecting to another service provider you will no longer have the right to use the mobile phone number.
- 5.5 In order to Port your mobile phone number to us, you must make a request in your application for the Service. You warrant to us that all information supplied by you in your application for the Service is complete and correct. You indemnify us against (and agree to pay us for) any loss, liability, claim, damage, costs, expenses and charges reasonably incurred by us as a result of, or in connection with, the Porting of any number to us which you authorise us to Port but which number has not been validly assigned or allocated to you, or otherwise in connection with any incorrect or incomplete information supplied by you.
- 5.6 Your previous telephone provider may charge you or us for Porting and there may be other costs and obligations such as early termination fees payable by you or us to your previous telephone provider. You indemnify us against all such fees and charges.
- 5.7 Subject to clause 5.6, we will not charge you a fee for Porting a phone number from another carrier or carriage service provider to us.
- 5.8 During the process of Porting the phone number from another supplier's network to us there may be a brief period when the service is interrupted.
- 5.9 You must not cancel the service you have with the other carrier or carriage service provider before you Port the phone number. We will inform the carrier or carriage service provider from which you have Ported the phone number that you have Ported the phone number and they will cancel the service.
- 5.10 You may need a new mobile phone or you may need to have your mobile phone unlocked if you are Porting between different types of mobile networks.
- 5.11 You can Port a phone number you have obtained from us for use with the Service to another carrier or carriage service provider.
- 5.12 We may charge you a fee to Port the phone number to another carrier or carriage service provider.
- 5.13 You must not cancel the Service before you Port the phone number. The carrier or carriage service provider to which you have Ported the phone number will inform us that you have Ported the phone number and we will cancel the Service.
- 5.14 You can only Port the phone number, you cannot Port any value added services.
- 5.15 You may only Port a phone number for which you are the authorised customer.

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6. NO LIABILITY FOR PHONE NUMBERS

- 6.1 We are not liable to you for any expense or loss incurred by you due to:
- (a) any variation, withdrawal, suspension or reassignment of a number; or
 - (b) you ceasing to have the right to use a number.

7. SERVICE CHARGES

- 7.1 We provide our Services under packages and plans. Our plans typically have periodic fees, usage charges and promotions and may have a minimum term. Our packages, plans and promotions have specific terms and conditions and may be restricted to certain customers such as new, existing or special needs.
- 7.2 You must pay us all fees and charges that are incurred in using your Service.
- 7.3 Any usage that is not part of the included value for your plan will be paid for in accordance with the applicable payment arrangement set out in the mobile plan brochure for the plan you have chosen.
- 7.4 If you are on a prepaid Service, you have the option to make additional prepayment for usage that is not within the included value for your plan (**Additional Prepayment**) up to the amount of the Additional Prepayment or the balance of it from time to time. You may make Additional Prepayment at the time of commencement of your Service or at any time or times afterwards. If your Service is cancelled, any unused balance of the Additional Prepayment will not be refunded to you but will be retained by us.
- 7.5 You acknowledge that before entering into the agreement you have received and understood the terms and conditions of your package, plan, applicable promotion(s) and fees and charges.
- 7.6 Plans generally have a minimum contract period and, if you cancel the Service before the end of the minimum contract period or we terminate the agreement for your default before the end of the minimum contract period, you will be liable to pay to us the monthly recurring charges that would have been payable for the remainder of the minimum contract period.
- 7.7 Your plan may be varied, extended or renewed as agreed between you and us from time to time. If you do not contact us at expiration of your minimum plan term we will assume you require your Service to continue under the same terms and conditions on a rolling monthly basis until you notify us otherwise.
- 7.8 You may change a plan:
- (a) if your current pricing plan allows you to change, and
 - (b) if you meet the eligibility criteria of the pricing plan to which you are wanting to change (for example, if you are changing from a pricing plan with lower charges to a pricing plan where there are higher charges that you meet the credit requirements of the pricing plan with higher charges), and
 - (c) if applicable, you agree to pay the change of plan fee or other fee which we advise is payable by you for the change of plan.

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- 7.9 Migrating to another plan does not reduce the Minimum Contract Period or terminate the original agreement or result in a reduction of the charges payable by you to us. We may specifically agree to an early termination of a Minimum Contract Period when you change to another plan but this is at our discretion unless specifically agreed by us in the new plan or any special offer.

Variation of charges

- 7.10 We may vary the call charges and any other charges set out in the Pricing Schedule from time to time. We will give you not less than 30 days prior notice of such variations by one of the methods of giving notice listed in the General Terms.

8. EQUIPMENT

- 8.1 You may obtain mobile equipment from us for use with the Service or you may choose to use mobile equipment you have or have obtained from a third party.
- 8.2 To protect consumers from illegal trade in mobile equipment, if we have a reasonable belief that your equipment (mobile phone or usb modem) is stolen, we may ask you to provide proof of ownership of your mobile equipment.
- 8.3 If we ask you to provide proof, you must provide us with that proof within ten (10) business days.
- 8.4 Unless you obtain the mobile equipment from us for use with the Service, we make no warranty under the agreement:
- (a) that the mobile equipment is suitable for use in connection with the Service or any value added service features, or
 - (b) about the quality of the mobile equipment.
- 8.5 Unless you obtain the mobile equipment from us for use with the Service, you are responsible for making sure that:
- (a) all regulatory approvals for your mobile equipment have been obtained, and
 - (b) your mobile equipment complies with all relevant technical regulations and specifications at all times; and
 - (c) your mobile equipment is reasonably maintained.
- 8.6 If your mobile equipment appears to be faulty or interferes with the Service, we are entitled to require you to:
- (a) provide your mobile equipment for us to inspect, and/or
 - (b) cease using that mobile equipment until the problem has been corrected.

9. LOST OR STOLEN MOBILE EQUIPMENT

- 9.1 If your mobile equipment is lost or stolen, you may contact us to request:

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- (a) incoming and outgoing calls and data be temporarily barred (outgoing calls and data can also be barred via the Mobile Service Control Panel in Your Account) and/or
 - (b) IMEI blocking be activated (this can only be done by contacting us - you cannot activate IMEI blocking in Your Account), or
 - (c) if you are on a non fixed-length agreement only, that the service be suspended.
- 9.2 You will continue to be charged your access fee whilst the bar is in place and/or IMEI blocking is activated.
- 9.3 To contact emergency services while your phone is blocked you must dial 112 (rather than 000).
- 9.4 Customers with hearing impairments who wish to access the TTY 106 emergency services number from their mobile phone should be aware that this number may not work from some blocked mobile phones.
- 9.5 If you obtain a mobile phone that we reasonably believe is lost or stolen, we may activate IMEI blocking on your mobile phone without your consent, even if you are not aware it is stolen.
- 9.6 If you obtain the service from us under false pretences, we may activate IMEI blocking on your mobile phone without your consent.
- 9.7 In the event that we know you have made an insurance claim when your mobile phone is lost or stolen, if IMEI blocking is not already activated we may activate IMEI blocking on your mobile phone.
- 9.8 In the event we activate or de-activate IMEI blocking on your mobile phone, we may inform other national carriers to put this block or unblock into effect on their own networks.

10. CALLING LINE IDENTIFICATION (CLI)

- 10.1 If you do not bar CLI on your mobile phone, the phone number assigned to you may be displayed on the phone of the person you are calling.
- 10.2 When another person calls you, the phone number of that person may be displayed on your mobile phone if that person has not barred CLI on their phone.
- 10.3 When you send a SMS or MMS, the phone number assigned to you or your name may be displayed on the phone of the person to whom you are messaging. You cannot bar the phone number assigned to you or your name when you send a SMS or MMS.

11. ACCESS RESTRICTIONS

- 11.1 At your request we can bar certain calls made from the mobile phone. We cannot bar calls to emergency service numbers 112 and 000.
- 11.2 As outlined in paragraph 16.1(b), calls to 1900 numbers are not supported.

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12. BARRING AS AN ALTERNATIVE TO SUSPENSION

- 12.1 We may choose to bar outgoing and/or incoming calls and/or content on your mobile phone, instead of suspending the Service.
- 12.2 If we bar outgoing and/or incoming calls and/or content on your mobile phone, we may later suspend or cancel the Service for the same or a different reason.

13. SUPPLIER AND THIRD PARTY SERVICES

- 13.1 You acknowledge that:
- (a) the Service relies on the services of suppliers for its operation, who are not controlled by us, and
 - (b) we do not exercise any control over, authorise or make any warranty regarding:
 - i. your right or ability to use, access or transmit any content using the service,
 - ii. the accuracy or completeness of any content which you may use, access or transmit using the service,
 - iii. the consequences of you using, accessing or transmitting any content using the service, including without limitation any virus or other harmful software, and
 - iv. any charges which a third party may impose on you in connection with your use of their services accessed via the service.

14. MINIMUM CONTRACT PERIOD

- 14.1 Some plans have a Minimum Contract Period. The Minimum Contract Period is the minimum period during which you must acquire the service. The Minimum Contract Period commences when the service is activated.
- 14.2 The Minimum Contract Period varies from plan to plan, and will be advised to you during your application for the service.

15. PAYMENT

- 15.1 You must pay the bills by direct debit payments either from your credit card or nominated bank account as determined by us in our sole discretion. If you are unable to pay for your Service by the payment method we stipulate, we may not provide you with the Service. Accounts paid with an American Express or Diners Club card will incur a surcharge of 3% (including GST) of the payment amount respectively when we debit the card. In our absolute discretion, we may not accept payment for some Services by Diners Club.
- 15.2 If you are on a prepaid Service, you must pay the monthly recurring charges in advance. You may make Additional Prepayment at the time of commencement of your Service or at any time or times afterwards. If you choose to make Additional Prepayment, the amount will be debited from your nominated bank account or credit card. We will send you messages about your usage during the month. If your Service

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is cancelled any unused balance of the Additional Prepayment will not be refunded to you but will be retained by us.

- 15.3 You agree that no bill will be provided for this service and that direct debiting of your account or charge to your credit card may occur notwithstanding that no bill is provided and that it may occur even though you may not have had the opportunity to check charges at least 10 working days before the debit.
- 15.4 If you provide us with your credit card details for the purposes of paying for the Service, we may:
- (a) charge all Service fees to your credit card as set out in your direct debt authorisation;
 - (b) disclose your credit card details to, and obtain information from, any financial institution or credit card issuer to verify the credit card details; and/or
 - (c) take steps to verify that there is sufficient credit on your credit card account to meet likely fees.
- 15.5 If a direct debit payment is declined by your financial institution for any reason we may impose a decline fee (as set out in the Pricing Schedule).

Timed call charges

- 15.6 You must pay for all timed calls made using the Service calculated from the time of initiation of the call to successful termination of the call. In this regard, you are responsible for ensuring that all calls made by you or another person (whether with or without your consent) using the Service are successfully terminated, meaning that the call is completed and successfully disengaged.

16. MOBILE PREMIUM SERVICES

What are mobile premium services?

- 16.1 Mobile premium services are services provided by third parties which may be requested by a phone call, an SMS, or a request on the Internet to the provider (**Mobile Premium Services**). These services may be a subscription service (which are usually charged on a monthly basis) or a one-off service. These services are called a 'premium' service because the service is charged at a premium call rate. The third party charges the provider who in turn passes the charge onto you.

Mobile Premium Services can be in the form of SMS or voice services.

- (a) Premium SMS services include but are not limited to:
- i. Ringtones;
 - ii. Games;
 - iii. Wallpapers;
 - iv. Text and win competitions;
 - v. Text and win trivia;

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- vi. SMS voting;
 - vii. SMS jokes & horoscopes;
 - viii. SMS weather alerts
- (b) Premium voice services include but are not limited to:
- i. Psychic lines;
 - ii. Voting lines;
 - iii. Dating and chat lines;
 - iv. Exam results lines;
 - v. Phone numbers beginning with 1900.

Mobile Premium Services are not supported

- 16.2 Mobile Premium Services (including but not limited to both SMS and voice services) are not supported on our Mobile Voice services.

More information about mobile premium services

- 16.3 The Communications Alliance produce an industry code for mobile premium services which can be found at:

<http://www.commsalliance.com.au/Documents/all/codes/c637>

- 16.4 The Communications Alliance also provide more information about mobile premium services at: www.19sms.com.au

17. CANCELLING A MOBILE SERVICE

- 17.1 Either party may wish to terminate the service, by giving at least 7 days written notice (**Notice period**) to the other party. You must pay for charges for the Service up to the end of the Notice Period. If you terminate the service less than 7 days before your next billing anniversary date, you will still be charged for the next billing period. Any amounts already billed will not be refunded.
- 17.2 You authorise us to charge all termination fees, including, but not limited to, any early termination charges to your credit card or direct debit account on receipt of your termination notice.

18. MISCELLANEOUS

- 18.1 You use the Service at your own risk and we take no responsibility for any data downloaded and/or the content stored on your computer or mobile phone. You agree not to make any claim against us, our suppliers, employees, contractors or assignees for any loss, damages or expenses relating to, or arising from, the use of the service.

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19. DEFINITIONS

Billing Policy means the policy set out in our Pricing Schedule at: <http://www.iinet.net.au/about/legal/cra/>.

Communications Alliance means Communications Alliance Ltd ACN 078 026 507.

GPRS (General Packet Radio Service) is a 3G mobile data standard

IMEI (International Mobile Equipment Identity) is a unique number given to every single mobile phone

International Roaming Webpage means the webpage of the iiNet Entity named on your application for the Service, as listed below:

- (a) iiNet: <http://www.iinet.net.au/phone/mobile-plans/international-roaming/>
- (b) Westnet: <http://www.westnet.com.au/mobile/international-roaming.html>
- (c) Adam: <http://www.adam.com.au/phone/mobile-phones/international-roaming/>

Mobile Plan means the options described in the Pricing Schedule.

Mobile Premium Services has the meaning given to that term in clause 16.1.

Vodafone means Vodafone Hutchison Australia Pty Ltd

Port means to move a telephone service from one provider to another.

SIM means a portable memory chip used in cellular telephones.

Telecommunication Act means the *Telecommunications Act 1997* (Cth) as amended.