

Our Customer Relationship Agreement MOBILE VOICE SERVICE DESCRIPTION

iiNet Limited ACN 068 628 937

Phone: 13 22 58

Westnet Pty Ltd ACN 086 416 908

Phone: 1300 786 068

Adam Internet Pty Ltd ACN 055 495 853

Phone: (08) 8434 4000

1/502 Hay Street, Subiaco WA 6008

16 February 2016

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 enables you to use your mobile handset to:

- (a) make and receive calls, send and receive messages, access internet; and
- (b) use features and products that are available under this Service from time to time.

1.4 Calls made using the Service can terminate to:

- (a) Australian national geographic numbers (by dialling the national area code relating to the call number and the called number);
- (b) 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).

IINET GROUP CRA – MOBILE VOICE SERVICE DESCRIPTION

Eligibility

- 1.5 To apply for a Mobile Plan as a business customer, you must have a valid ABN that must be disclosed in your Application.

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 You will need to use a SIM card provided by us to connect to this Service. If you do not already have a SIM with us, we will supply you with a dual cut or nano SIM as indicated on your Application.
- 2.3 We may charge you a fee to provide you with a replacement SIM card.
- 2.4 If you haven't already activated your Service before, we reserve the right to automatically activate your Service on the 28th day after you complete the sign-up process. We will endeavour to make contact with you before this time to assist you with this process.

Data

- 2.5 The included data in a Mobile Plan is not split into on/off peak periods and both upload and download traffic are counted.
- 2.6 If you go over the included data for that billing period, you will be charged for excess data usage. Any unused included data is forfeited and does not rollover.

Usage monitoring

- 2.7 It is your responsibility to monitor your call and data usage. Real time call and data monitoring is not currently available. There will usually be a delay of 48 hours (or in some instances longer) in usage information for this Service.

International roaming rates

- 2.8 All international calls and SMS/MMS rates are charged per the current international rates that can be found on our International Roaming Webpage.
- 2.9 Roaming rates are subject to change without notice, due to fluctuations in international currency exchange rates and changes to charges imposed by overseas networks.
- 2.10 We make no guarantee regarding the quality and availability of coverage or any services (e.g. SMS, GPRS) when you are roaming.
- 2.11 All roaming charges are charged separately and are excluded from your Mobile Plan's included value.
- 2.12 Charges apply for both making and receiving calls when roaming overseas.
- 2.13 Roaming charges can take up to 90 days to appear on your bill.

IINET GROUP CRA – MOBILE VOICE SERVICE DESCRIPTION

- 2.14 You need to enable international roaming in order to use it in your Service. To enable the international roaming feature, you need to contact our customer support centre. You will hear an automated recording of the terms for this feature, and you will need to verbally accept those terms.

3. EQUIPMENT

- 3.1 This clause applies if your Mobile Plan provided the option to purchase mobile handset hardware on:

- (a) a repayment plan, where the outright cost is equally split over the 24 month contract period; or
- (b) an outright purchase of the handset cost in full.

- 3.2 A handset repayment plan can only be bundled with an existing Service which does not already have a bundled repayment plan.

- 3.3 If your Service bundled with a repayment plan is cancelled, the remaining amount owing on the repayment plan will appear on your next bill and you will need to pay this in full.

4. PRODUCT FEATURES

Our partnership with Optus provides the following features to you. These features are available to you as part of the Service so long as Optus make them available to us:

Voice Features	Residential Plans	Business Plans	Activation	Access via Toolbox
124 YES	Yes	Yes	N/A	No
Caller Line Identification (CLI)	Yes	Yes	Yes	Yes
Call Diversions	Yes	Yes	Yes	Yes
Call Barring	Yes	Yes	Yes	Yes
Call Hold/Wait	Yes	Yes	Yes	Yes
International Roaming	Yes	Yes	No	No
Voicemail	Yes	Yes	Yes	Yes
Voicemail Call Recall	Yes	Yes	N/A	No
Voicemail Call Return	Yes	Yes	N/A	No
Group Voicemail	Yes	Yes	N/A	No
Fly Mailbox	Yes	Yes	Yes	No
Missed Call Service	Yes	Yes	N/A	No
Messaging Features				
Short Messaging Service (SMS)	Yes	Yes	Yes	No

IINET GROUP CRA – MOBILE VOICE SERVICE DESCRIPTION

Premium SMS (PSMS)	Yes	Yes	Yes	Yes
Multimedia Messaging Services (MMS)	Yes	Yes	Yes	Yes
SMS Chat	No	No	No	No
SMS to Inbound Services	Yes	Yes	Yes	No
Data Features				
WAP	Yes	Yes	Yes	No
Data (2G, 3G, 4G)	Yes	Yes	Yes	No

5. MOBILE NUMBER PORTABILITY

Selection and assignment of phone numbers

- 5.1 All mobile phone numbers are selected, issued and used in accordance with the telecommunications numbering plan and any numbering instruments issued pursuant to the Telecommunications Act. You acknowledge that in order to comply with these requirements or with the requirements of any regulatory authority which administers 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:-
- (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 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 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. You warrant to us that all information supplied by you in your Application is complete and correct. You indemnify us against (and 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

IINET GROUP CRA – MOBILE VOICE SERVICE DESCRIPTION

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 for Porting and there may be other costs and obligations such as early termination fees payable to your previous telephone provider. You indemnify us against all such fees and charges.

5.7 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.

No liability for phone numbers

5.8 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.

6. DIRECTORY LISTING

6.1 You may choose to have a directory listing of the telephone number(s) associated with the Service (**your number**). Your number will not be listed unless you request us to do so. You may choose either:

- (a) a full listing (name and full address); or
- (b) a suppressed address listing (name and suburb only).

6.2 If you choose to have your number listed in a telephone directory and you subsequently wish your number not to be listed in the telephone directory you may request, via such means and subject to such conditions as may be specified by us, for your number not be listed in future editions of the directory.

7. CHARGES AND BILLING

Charges

7.1 You must pay the charges for the Service set out in the Pricing Schedule and any other applicable charges set out in our CRA. You will be billed in accordance with our Billing Policy.

7.2 You will be charged monthly in advance for all recurring charges, and charged monthly in arrears for all other charges arising out of your use of the Service. Your first bill will include a pro-rata charge from the date of activation to the end of the current billing period and one month in advance for recurring charges, along with any applicable hardware fees.

Billing Period – Services purchased before 2/12/2014 or after 16/2/2016

7.3 The first billing period will be calculated pro-rata from when the date the Service is activated until the last day of that calendar month. Your included call value and data are also calculated at a pro-rata amount from the activation date.

IINET GROUP CRA – MOBILE VOICE SERVICE DESCRIPTION

7.4 After that, a billing period is from the 1st of a calendar month until the last day of that month.

For example:

If you activate a service on a \$19.99 plan that includes \$400 in call value plus 2 Gigabytes of data, on the 10th of March 2016:

the first period that you will be charged will be from 10th March 2016 to 31st March 2016. Thereafter you will be charged each month; and

for the period 10th March 2016 to 31st March 2016 you will receive 21 days of pro-rata value of calls at \$400 per month; and

for the period 10th March 2016 to 31st March 2016 you will receive 21 days of pro-rata value of data at 2 Gigabytes per month.

7.5 When you change from one Mobile Plan to another, the billing period:

- (a) for the old plan will be a pro-rata rate from the 1st of the relevant calendar month up to (but not including) the date of your plan change request;
- (b) for the new plan will be a pro-rata rate from the date of your plan change request to the last day of that calendar month; and
- (c) subsequent billing periods will each be from the 1st of a calendar month until the last day of that month.

Billing Period – Services purchased between 2/12/2014 and 16/2/2016 inclusive

7.6 A billing period is a month, beginning from the date the Service is activated.

By the same methodology, your monthly plan call value and data allowance is also calculated from the activation date.

For example:

If you activate a service on a \$15 plan that includes \$200 in call value plus 200 Megabytes of data, on the 10th of January 2016:

the first period that you will be charged will be from 10th January 2016 to 9th February 2016.

Thereafter you will be charged each month on your billing anniversary date.

7.7 When you change from one Mobile Plan to another, the plan change will be scheduled to occur at the start of the next billing period. The billing period:

- (a) for the new plan will be a pro-rata rate from the date of your plan change to the last day of that calendar month; and
- (b) subsequent billing periods will each be from the 1st of a calendar month until the last day of that month.

IINET GROUP CRA – MOBILE VOICE SERVICE DESCRIPTION

Variation of charges

- 7.8 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.

Bills

- 7.9 We will send you a bill after the end of each billing period, and you will need to pay the bill in full by the due date on that bill. A change to your account or Service may result in an interim bill.
- 7.10 Your bill will be electronically mailed to the email address you provide us from time to time. Printed paper invoices requested by you will incur a monthly fee per invoice as set out in the Pricing Schedule. An itemised bill is available online through our customer account management (toolbox) website using the call tracker and is available 24 hours, 7 days a week.
- 7.11 You agree that your bill will contain only a summary of your total call charges, provided that we will make available itemised call details in accordance with clause 7.10. You will need to use your username and password from your current internet account to access this information.

Payment

- 7.12 You must pay the bills by direct debit payments from your credit card or nominated bank account.
- 7.13 If you choose to 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.
- 7.14 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

- 7.15 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.

IINET GROUP CRA – MOBILE VOICE SERVICE DESCRIPTION

Credit Management

- 7.16 We will send you an email to your preferred email address and an SMS to you when your unbilled spend approaches your included value for both voice calls and data usage.
- 7.17 We will send you an email to your preferred email address and an SMS to you when your unbilled spend exceeds your included value for both voice calls and data usage.
- 7.18 When your unbilled spend exceeds your included value, we will restrict the Service to emergency calls and calls to our customer support centre in an attempt to prevent an unexpected high invoice. The restriction can be removed by contacting our customer support centre.
- 7.19 You acknowledge there may be delays associated with usage monitoring (see clause 2.7).

8. MOBILE PREMIUM SERVICES

What are mobile premium services?

- 8.1 Mobile premium services are services provided by third parties. The service is content such as news and games delivered to your mobile handset. The service may be requested by a phone call, an SMS, or a request on the Internet to the provider. These services are called a 'premium' service because the service is charged at a premium call rate. The third party pass the charge to us and we in turn pass the charge onto you.

Mobile premium service subscriptions

- 8.2 Mobile premium services are often subscription services. This means you will receive the service, and be charged for receiving the service regularly – usually monthly.

You are responsible for these charges and should carefully read the terms and conditions of any mobile premium service before you purchase the service to understand whether the service is a once off or subscription service.

Barring Mobile Premium Services

- 8.3 By default, access to mobile premium services from the Mobile Voice Service is enabled. To bar your access to mobile premium services you can do so via the toolbox. Alternatively you can call us and we will change your access to the mobile premium services.

Examples of Mobile Premium Services

- 8.4 Mobile premium services can be in the form of SMS or voice services.
- 8.5 Premium SMS services include but are not limited to:

- (a) Ringtones;
- (b) Games;

IINET GROUP CRA – MOBILE VOICE SERVICE DESCRIPTION

- (c) Wallpapers;
- (d) Text and win competitions;
- (e) Text and win trivia;
- (f) SMS voting;
- (g) SMS jokes & horoscopes;
- (h) SMS weather alerts

8.6 Premium voice services include but are not limited to:

- (a) Psychic lines;
- (b) Voting lines;
- (c) Dating and chat lines;
- (d) Exam results lines.

More information about mobile premium services

8.7 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>

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

9. FAIR USE POLICY

9.1 The Optus fair use policy also applies to the Service which can be found at:

<http://www.optus.com.au/opfiles/Aboutoptus/Legal/SharedStaticFiles/SharedDocuments/AppS.doc>

10. 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.

International Roaming Webpage means the webpage of the iiNet Entity named on your Application, 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/>

IINET GROUP CRA – MOBILE VOICE SERVICE DESCRIPTION

Mobile Plan means the options described in the Pricing Schedule.

Optus means the business listed on the Australian Stock Exchange as Singapore Telecommunications Ltd (SGT)

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.