

Residential Mobile Voice



Terms and conditions

Please read these terms carefully as they may have important consequences for you.

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Recent Changes:

This version issued on 9 August 2022.

Part A: Definitions

In these terms and conditions, the following words have the meaning set out below unless the contrary intention clearly appears:

Acceptable Use Policy means Exetel's acceptable use policy (as modified from time to time) which may be found on <http://www.exetel.com.au/files/ExetelAcceptableUsePolicy.pdf>

Accrued Charges means all charges and fees (including usage charges and access fees) incurred by the Customer to the date on which the Customer notifies Exetel of the cancellation of a Service and any outstanding amounts that cover installation costs or Equipment Charges where Exetel owned equipment can be used by the Customer in connection with services provided by any third party.

ACMA means the Australian Communications and Media Authority.

Agreement means the agreement between Exetel and the Customer for provision of the Service which agreement is comprised in the Application and these terms and conditions.

Application means a Business Application or a Consumer Application.

Business Application means the Customer's online application to Exetel for provision of the Service which sets out the Minimum Term, Service Description, Pricing Plan and details of any charge such as Equipment Charge, any fees such as access fees, administration fees, suspension fees, cancellation fees, late payment fees, payment dishonour fees, reconnection fees or reactivation fees payable by the Customer and any refund or rebate to which a Customer may be entitled.

Business Customer means any Customer who is a business or non-profit organisation (including a body corporate, sole trader or partnership) that acquires and uses the Service for business purposes other than resale, and for who has completed an Application for a Business Grade Service.

Business Day means a day on which banks are open for general banking business in New South Wales.

Business End User means any person:

- (a) to whom a Business Customer asks Exetel to supply the Service directly;
- (b) to whom a Business Customer (with Exetel's prior permission) re-supplies the Service or allows to distribute the Service;
- (c) who a Business Customer allows to use the Service; or
- (d) to whom a Business Customer supplies any goods or services which use or rely on the Service.

Business Grade Service means a service that does carry a service level agreement, and/or that does have a guarantee of uptime (Exetel imply and express no warranties as to its suitability or availability for any purpose).

Cancellation Date means the date when the Customer notifies Exetel that the Customer wishes to cancel the Service.

CIS means the document titled Critical Information Summary relating to the Service.

Competition and Consumer Act means the Australian Competition and Consumer Act 2010 (Cth).

Consumer Application means the Customer's online application to Exetel for provision of the Service which sets out the Minimum Term, Service Description, Pricing Plan and details of any charge such as Equipment Charge, any fees such as access fees, administration fees, suspension fees, cancellation fees, late payment fees, payment dishonour fees, reconnection fees or reactivation fees payable by the Customer and any refund or rebate to which a Customer may be entitled.

Consumer Customer means any Customer who is a person who acquires and uses the Service for personal, domestic or household use only and who completes an Application for a Residential Grade Service.

Customer means the person who submits an Application to Exetel and who acquires and uses the Service from Exetel.

Equipment Charge means any payment to Exetel for use of equipment.

Exetel means Exetel Pty Ltd ABN 350 979 865 46.

Exetel Group Company means Exetel and each of its Related Corporations.

Fixed-Term Agreement means an Agreement (other than a month-to-month Agreement) that has a Minimum Term.

Insolvency Event means:

- (a) bankruptcy proceedings are commenced against the Customer, or the Customer is declared bankrupt;
- (b) any step is taken to enter into any scheme of arrangement between the Customer and the Customer's creditors;
- (c) any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of the Customer's assets or business;
- (d) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person to the Customer or to the whole or any part of the Customer's assets or business;
- (e) the Customer suspends payment of the Customer's debts generally; or
- (f) the Customer is, or becomes, unable to pay the Customer's debts when they are due, or the Customer is, or is presumed to be, insolvent for the purposes of any provision of the Corporations Act 2001 (Cth).

Intellectual Property Rights means any intellectual or industrial property rights (including any registered or unregistered trademarks, patents, designs or copyright).

Intervening Event is an event outside a party's reasonable control which interferes with the operation of the Network Exetel uses to supply the Service and results in ongoing disruption to the Service. Such an event includes failure of any electrical power supply, failure of air-conditioning or humidity control, electromagnetic interference, fire, storm, flood, earthquake, accident, war, the change or introduction of any law or regulation (including the Telecommunications Legislation) or an act or omission of any third party or any failure of any equipment owned or operated by any third party (including any regulator, any supplier or any of their Personnel).

Minimum Term means the period of time for which the Customer has agreed to receive the Service under a Fixed-Term Agreement. The Minimum Term begins on the Service Start Date and runs for the period of time stated on the Application, unless otherwise set out in the Agreement.

Loss means any loss, cost, liability or damage, including reasonable legal costs.

Network means any interconnected telecommunications equipment, facilities, or cabling.

Party means a party to the Agreement.

Personal Information means information about the Customer from which the Customer's identity is apparent or can reasonably be ascertained. Personal information includes the Customer's name, address and other details (including, for example, numbers called, time of call and location of call) and the Customer's personal or commercial credit rating.

Personnel of a person means that person's employees, agents, contractors or other representatives and, in the case of Exetel, includes the employees, agents, contractors or other representatives of any Exetel Group Company.

Porting means to change from having a service supplied by one carrier or carriage service provider to having the service supplied by another carrier or carriage service provider in the context of mobile voice for which the losing service provider or carrier and gaining service provider or carrier are participants of the mobile number porting facility

Premises means locations:

- (a) at which Exetel supply the Service, and/or
- (b) to which Exetel needs to have access to supply the Service.

Pricing Plan means the terms and conditions and prices of the plan for the Service the Customer has selected in the Application.

Regulator means the Australian Communications and Media Authority, the Australian Competition and Consumer Commission, or any other relevant government or statutory body or authority.

Related Corporation of a company means another company that is related to that entity in any of the ways specified in section 50 of the Corporations Act 2001 (Cth).

Residential Grade Service means a service that does not carry a service level agreement, or a guarantee of uptime. (Exetel imply and express no warranties as to its suitability or availability for any purpose. Exetel does not recommend residential grade services for business needs, or mission critical purposes.)

Roaming means the ability to use the Network of overseas mobile carriers when traveling overseas.

Service means the service, with the features requested in the Application as described in the Service Description and CIS, and any related goods (including equipment) and ancillary services provided or to be provided by Exetel to the Customer in connection with that service.

Service Description means the part of the Application which describes the Service provided or to be provided by Exetel to the Customer.

Service Start Date for the Service means the date on which Exetel starts supplying that Service to the Customer as will be notified by Exetel to the Customer after acceptance of an Application.

Special Offer means a special promotion or offer made by Exetel in connection with the Service, including in relation to a particular Pricing Plan.

Standard Pricing Table means the prices displayed on the Exetel website and the My Exetel secure customer portal and My Exetel mobile App from time to time.

Supplier means any supplier of goods or services (including interconnection services) which are used directly or indirectly by Exetel to supply the Service to the Customer.

Tax means any value-added or goods and services tax, withholding tax, charge (and associated penalty or interest), rate, duty or impost imposed by any authority at any time but does not include any taxes on income or capital gains..

Telecommunications Legislation means the Telecommunications Act 1997 (Cth), the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth) and Part XIB, Part XIC and related provision of the Competition and Consumer Act.

Unusually High Use means high usage of the Service on a short-term basis that is not consistent with a Customer's normal pattern of use, or a sustained high usage which exceeds the general average usage of customers on a similar Pricing Plan or who have accepted a similar Special Offer.

Part B: Standard form of Agreement

1. Interpretation

- 1.1 The following words have the same meaning in the Agreement as they have in the Telecommunications Legislation:
- (a) carriage service;
 - (b) carriage service provider;
 - (c) carrier; and
 - (d) content service
- 1.2 A term which is defined in any part of the Agreement has the same meaning in every other part of the Agreement.
- 1.3 The singular includes the plural and vice versa.
- 1.4 Different grammatical forms of the same word(s) have the same meaning.
- 1.5 A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- 1.6 A reference to A\$, \$A, dollar or \$ is to Australian currency, unless otherwise stated.

2. Terms

- 2.1 The Agreement is made up of:
- (a) your Application,
 - (b) these consumer terms,
 - (c) the Service Description,
 - (d) Critical Information Summary,
 - (e) the Standard Pricing Table; and
 - (f) the Acceptable Use Policy.
- 2.2 The Agreement commences when Exetel accepts the Application.
- 2.3 Exetel will commence providing Service to the Customer under the Agreement from the Service Start Date.
- 2.4 If the Agreement is not a Fixed-Term Agreement, Exetel will provide the Service to the Customer in accordance with the Agreement until the Service is cancelled in accordance with the Agreement.
- 2.5 If the Agreement is a Fixed-Term Agreement, Exetel will provide the Service to the Customer in accordance with the Agreement for the Minimum Term or until the Service is cancelled in accordance with the Agreement, as the case may be.

3.0 Variation to Agreement

- 3.1 Exetel may vary any part of the Agreement:
- (a) with the Customer's consent; or
 - (b) without the Customer's consent provided Exetel complies with the Telecommunications Legislation.
- 3.2 If Exetel varies a Fixed-Term Agreement under clause 3.1:
- (a) Exetel must if the variation affects the Customer and it is not a change of a type listed in clause 3.3:
 - (i) comply with the provisions of the Telecommunications Legislation;

- (ii) give the Customer twenty-one (21) days' notice in writing of the change before the change occurs; and
- (iii) offer the Customer the right to cancel the Service (within forty-two (42) days from the date of the notice) without incurring fees or charges other than Accrued Charges.

- (b) Exetel must if the variation affects the Customer and is a change of the type listed in clause 3.3, comply with any additional notice provisions in clause 3.3; and
- (c) if the variation relates to the characteristics of the Service (including price) and the Customer does not agree that the change is likely to benefit the Customer or have only a neutral or minor detrimental effect on the Customer, the Customer may (if the change is not of a type described in clause 3.3), cancel the Service without incurring fees or charges other than Accrued Charges.

3.3 Exetel may vary a Fixed-Term Agreement even if the variation affects the Customer so long as it complies with the provisions of the Telecommunications Legislation, if the change is:

- (a) required by law;
- (b) necessary for security reasons or to prevent fraud;
- (c) in relation to the cost of international services or Roaming. In this case, as Exetel's rates for international service or Roaming are subject to variation, Exetel can change the charges and does not need to advise the Customer beforehand. The Customer should contact Exetel directly or see Exetel's website www.exetel.com.au for indicative pricing;
- (d) in relation to a fee or charge for a service ancillary to the supply of the Service provided that if the change affects the Customer, Exetel offers the Customer a right to cancel the Service without incurring fees or charges other than Accrued Charges;
- (e) to increase the price of a content or premium service (where the Supplier who supplies the content service or premium service to Exetel to allow supply of the Service increases the price they charge Exetel for the content service or premium service) provided that if the change affects the Customer, Exetel:
 - (i) gives the Customer reasonable notice of the increase in price if the Customer has used the content or premium service within the previous six (6) months; and
 - (ii) allows the Customer to elect to not use the content or premium service without attracting any additional charges;
- (f) as a result of another carrier or service provider varying the agreement Exetel has with it in relation to a carriage service and as a result Exetel needs to make changes to the Agreement, provided that if the change affects the Customer, Exetel gives the Customer:
 - (i) reasonable notice in writing of the change; and
 - (ii) forty-two (42) days from the date of the notice in which the Customer may cancel the Service without incurring fees or charges other than Accrued Charges.

3.4 Unless expressly allowed in the Agreement, the Customer may not make any changes to the Agreement without Exetel's prior consent.

- 3.5 The Customer must ensure that any person the Customer allows to use the Service complies with the Agreement as if they were the Customer.
- 3.6 Exetel may give the Customer notice in writing of a changes to the Agreement by:
- (a) delivering notice of the change to the Customer by mail; or
 - (b) sending the notice to the Customer's email address (if the Customer has agreed to communication by email); or
 - (c) by including a message or insert in an invoice sent to the Customer; or
 - (d) (in the case of a pre-paid Service) by posting the information on Exetel's website or in Exetel's retail outlets and informing the Customer through a recorded message, text message or in writing) of how to obtain the information..

4. Application for the supply of the Service

Exetel may refuse the Customer's Application at its sole discretion.

5. Privacy

- 5.1 Exetel may collect, use and disclose Personal Information about the Customer to decide whether to start, stop or limit supply to the Customer of personal credit, the Service or the products and services of other Exetel Group Companies.
- 5.2 Exetel may collect, use and disclose Personal Information about the Customer for purposes related to the supply of the Service (or for purposes which would be reasonably expected) including invoicing and account management, business planning and product development, and to provide the Customer with information about promotions, as well as the products and services of Exetel Group Companies and other organisations.
- 5.3 Exetel may collect, use and disclose Personal Information about the Customer for the purposes in clauses 5.1 and 5.2 above to or from:
- (a) a credit reporting agency or credit provider;
 - (b) another Exetel Group Company;
 - (c) third parties who are not related to Exetel, including Exetel's agents, dealers, contractors, franchisees and debt recovery or mercantile agents;
 - (d) Suppliers who need access to the Customer's Personal Information to provide Exetel with services to allow supply of the Service; and
 - (e) joint venture partners of Exetel Group Companies
- 5.4 Exetel may be permitted or required by applicable laws to collect, use or disclose Personal Information about the Customer, including to:
- (a) the operator of the Integrated Public Number Database, which is an industry wide database of all listed and unlisted public numbers in Australia;
 - (b) emergency services organisations; and
 - (c) law enforcement agencies and government agencies for purposes relating to the enforcement of criminal and other laws.
- 5.5 Where Exetel will be or will under the Privacy Act 1988 (Cth) be considered to be a credit provider to the Customer in

relation to the Agreement, the following provisions will apply:

- (a) Exetel may give information about the Customer to a credit reporting agency for the following purposes:
 - (i) to obtain a consumer credit report about the Customer; and/or
 - (ii) to allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.
- (b) The information in clause 5.5(a) is limited to:
 - (i) identity particulars such as the Customer's name, sex and address (and the previous two addresses),
 - (ii) date of birth, name of employer and driver's licence number;
 - (iii) the Customer's application for credit or commercial credit and the fact that the Customer has applied for credit and the amount;
 - (iv) the fact that Exetel is a current credit provider to the Customer;
 - (v) loan repayments which are overdue by more than sixty (60) days and for which debt collection action has started;
 - (vi) advice that the Customer's loan repayments are no longer overdue in respect of any default that has been listed;
 - (vii) information that, in the opinion of Exetel, the Customer has committed a serious credit infringement (ie. the Customer has acted fraudulently or shown an intention not to comply with the Customer's credit obligations); and
 - (viii) dishonoured cheques - cheques drawn by the Customer for \$100 or more which have been dishonoured more than once.
- (c) The Customer agrees that:
 - (i) Exetel may obtain information about the Customer from a business which provides information about the commercial credit worthiness of persons for the purpose of assessing the Customer's application for consumer credit;
 - (ii) Exetel may obtain a consumer credit report containing information about the Customer from a credit reporting agency for the purpose of assessing the Customer's application for commercial credit;
 - (iii) Exetel may exchange information about the Customer with those credit providers named in a consumer credit report issued by a credit reporting agency for the following purposes:
 - (A) to assess an application by the Customer for credit;
 - (B) to notify other credit providers of a default by the Customer;
 - (C) to exchange information with other credit providers as to the status of the loan where the Customer is in default with other credit providers; and/or
 - (D) to assess the Customer's credit worthiness; and

- (iv) such information exchanged may include anything about the Customer's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988 (Cth).
- 5.6 If the Customer wishes to only receive communications that are account-related or legally required, the Customer may request not to receive other communications by submitting a written request to Exetel.
- 5.7 If the Customer is an individual, the Customer is entitled to:
- (a) access to the Customer's Personal Information held by Exetel, unless Exetel is permitted or required by any applicable law to refuse such access; and
 - (b) correct any Personal Information held by Exetel
- 5.8 If the Customer does not provide part or all of the Personal Information requested by Exetel then Exetel may refuse to supply, or limit the supply to the Customer of, personal credit or the Service.
- 5.9 By providing the Customer's Personal Information to Exetel and obtaining the Service, the Customer acknowledges and consents to the collection, use and disclosure of the Customer's Personal Information as set out in this clause 5 and in accordance with Exetel's privacy policy a copy of which will be made available by Exetel on request or may be viewed on Exetel's website <https://files.exetel.com.au/terms/ExetelPrivacyPolicy.pdf>.
- 5.10 If the Customer has authorised Exetel to give or accept verbal instructions or other communication to or from the Customer in connection with the Service and the Customer has informed Exetel of a password to be used for Exetel's verification purposes when such verbal instructions or other communications is given or received, the Customer agrees:
- (a) to keep confidential such password;
 - (b) that Exetel may assume that any person who quotes the password is authorised by the Customer to accept or give verbal instructions or other communications from or to Exetel in connection with the Service on behalf of the Customer;
 - (c) that the Customer will not hold Exetel liable in any way if any information relating to the Customer's account or any of the Customer's Personal Information is inadvertently disclosed to any person not authorised by the Customer to receive such information who quotes such password to Exetel; and
 - (d) that all calls made to or from Exetel's customer service centre(s) may be recorded for customer training, improvement programs and verification purposes.
- 5.11 The reference to "Customer" in this clause 5 includes a reference to and is applicable to Exetel's collection, use and disclosure of the Personal Information of the director or other officer of the Customer who completes or signs an Application on the Customer's behalf as he/she hereby acknowledges.
- 5.11 The reference to "Customer" in this clause 5 includes a reference to and is applicable to Exetel's collection, use and disclosure of the personal information of the director or other officer of the Customer who completes or signs an Application on the Customer's behalf as he/she hereby acknowledges.
- 6.1 The Customer must reasonably co-operate with Exetel to allow Exetel, or a Supplier, to establish and supply the Service to the Customer safely and efficiently.
- 6.2 Exetel will provide the Service to the Customer with reasonable care and skill. In the event of unexpected faults, Exetel will use reasonable endeavours to ensure that the Service is restored as soon as possible.
- 6.3 When using the Service, the Customer must comply with:
- (a) all laws;
 - (b) all directions by a regulator;
 - (c) all notices issued by authorisation of or under law;
 - (d) the Acceptable Use Policy (unless it is stated in Part C to be not applicable to the Service); and
 - (e) reasonable directions by Exetel
- 6.4 The Customer must not use, or attempt to use, the Service:
- (a) to break any law or to infringe another person's rights;
 - (b) to transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing, unwanted or otherwise unlawful or unauthorised;
 - (c) in any way that may expose Exetel to liability;
 - (d) in any way which or which may damage, interfere with or interrupt the Service, the Exetel Network or a Supplier's Network used to supply the Service;
 - (e) for non-personal use;
 - (f) for business or commercial use;
 - (g) for machine-to-machine use including but not limited to: medical alarms/fall detectors, GPS/tracking devices, alarm systems, IoT;
 - (h) to provide a wholesale service (including to transit, refile or aggregate domestic or international traffic) on the Network through which Exetel provides the Service;
 - (i) (including any SIM card) in connection with a device that switches or reroutes calls to or from the Network through which Exetel provides the Service or the Network of any Supplier;
 - (j) to generate mobile voice calls and SMS messages for the purpose of deriving terminating access payments;
 - (k) to generate voice and SMS traffic using SIM boxing or any automated traffic generation arrangement without the prior written consent of Exetel, which we may withhold in our absolute discretion.
- Exetel may take steps to minimise the risk of fraudulent and other non-permitted use. Such use is commonly associated with extreme levels of voice calls and SMS. Exetel will not necessarily pre-publish full details of any such measures because doing so may render them ineffective, but such measures may involve requesting the Customer to contact the Exetel support team to confirm that an extreme call volume relates to personal use. The Customer must respond promptly to any such request, so Exetel can ensure there is no temporary impact on their Service.
- 6.5 Exetel may require the Customer to stop doing something which Exetel reasonably believes is in breach of clauses 6.3 or 6.4. The Customer must immediately comply with any such request failing which Exetel may take any steps

reasonably necessary to ensure compliance with clauses 6.3 and 6.4.

- 6.6 The Customer acknowledges that, where the Service is a carriage service, Exetel, or any Supplier whose Network is used to supply the Service, may be required to intercept communications over the Service and may also monitor the Customer's usage of the Service and communications sent over it.
- 6.7 The Customer must comply with any rules imposed by any third party whose content or services the Customer access using the Service or whose Network the Customer's data traverses.

7. Equipment

- 7.1 The Customer must ensure that all equipment used in connection with the Service and the way the Customer uses that equipment complies with:
- (a) all laws
 - (b) all directions by a regulator;
 - (c) all notices issued by authorisation of or under law; and
 - (d) reasonable directions by Exetel, Failing which, Exetel may disconnect the equipment from the Service upon giving the Customer reasonable notice or with no notice in the event of an emergency.
- 7.2 In relation to equipment:
- (a) any Exetel owned equipment remains Exetel's property;
 - (b) the Customer is responsible for any Exetel owned equipment from the time when the Customer receives it;
 - (c) the Customer must not mortgage or grant a charge, lien or encumbrance over any Exetel owned equipment; and
 - (d) the Customer may purchase equipment from Exetel to use in connection with the Service. In such event, the Customer will own the equipment and be responsible for the equipment from when the Customer receives it.
- 7.3 The Customer must provide an adequate and suitable space, power supply and environment for all equipment used in connection with the Service and located on the Premises.
- 7.4 Unless otherwise agreed between the parties, the Customer must allow Exetel's Personnel (and no other person) to service, modify, repair or replace any Exetel owned equipment.
- 7.5 The Customer is responsible for any lost, stolen or damaged Exetel owned equipment, except where caused by Exetel or Exetel's Personnel.
- 7.6 The Customer will be responsible for any outstanding payments for equipment that the Customer has purchased from Exetel, even when that equipment is lost, stolen or damaged.

8. Network maintenance, fault reporting and rectifications

- 8.1 Exetel may conduct maintenance on the Exetel Network and maintenance may be conducted on a Supplier's Network used to supply the Service. Exetel will endeavour to conduct scheduled maintenance on the Exetel Network outside normal business hours.

- 8.2 Exetel will provide a 24-hour fault reporting service for the Customer to report faults. Before the Customer reports a fault to Exetel, the Customer must take all reasonable steps to ensure that the fault is not caused by any equipment that is not Exetel owned equipment.

- 8.3 Exetel will repair faults within the Exetel Network used to supply the Service. This means, Exetel will repair faults within the core Network and any Exetel supplied equipment only. Unless the Service Description expressly provides otherwise, Exetel is not responsible for repairing any fault in the Service where the fault arises in or is caused by:

- (a) a Supplier's Network; [this means the Network and components that exist between the point of interconnect with the Exetel core Network and the Suppliers' Network and the point of service delivery or demarcation as defined by the ACMA at the customer's premise.]
- (b) equipment that is not Exetel owned equipment, [this means any equipment required to use the service that is not owned by Exetel]; or.
- (c) Facilities outside the Exetel Network. [This means any facility in a Network not owned or operated by Exetel, including Customer premise Network equipment or facilities on the Customer side of the services delivery or demarcation as defined by the ACMA at the Customer's Premises.]

- 8.4 Where:

- (a) a fault arises in or is caused by a Supplier's Network
- (b) Exetel becomes aware of the fault; and
- (c) Exetel is not responsible for the repair of that fault, Exetel will notify the Supplier of the fault and request that the fault be corrected promptly, but Exetel will not bear any further liability or responsibility.

- 8.5 Where a fault arises in or is caused by equipment that is not Exetel owned equipment, Exetel is not responsible for the repair of that fault. Nevertheless:

- (a) if the Customer asks Exetel to investigate a fault or asks Exetel to request a Supplier to investigate a fault, Exetel will give the Customer an estimate of the probable cost of such investigation and obtain the Customer's agreement to bear those costs before undertaking or arranging an investigation and using reasonable endeavours to identify and inform the Customer of the probable cause of the fault; and
- (b) if the Customer requests Exetel to repair the fault and Exetel agrees, Exetel will give the Customer an estimate of the probable cost of repairing the fault and obtain the Customer's agreement to bear those costs before carrying out the repair.

- 8.6 If Exetel investigates a fault and determines that the fault is attributable to a breach of the Agreement by the Customer, a negligent or fraudulent act or omission by the Customer or any of the Customer's Personnel or a failure of any of the Customer's equipment and/or premises, the Customer must pay the costs incurred by Exetel in investigating.

9. Fees and charges

- 9.1 The Customer must pay:

- a. the fees and charges for the Service, which are set out in the Agreement or in any applicable Special Offer; and

- b. any additional fees and charges noted in the Agreement (including in the Application) or notified by Exetel in accordance with the Agreement from time to time.
- 9.2 The Customer must pay all fees and charges which are incurred for the Service even if the Customer did not authorise its use.
- 9.3 The Customer must pay the fees and charges for the Service even if the Service is unavailable or the Customer is unable to access the Service. However, the Customer may be entitled to a refund or a rebate as stated in the Agreement or under the law if the Customer suffers a significant Loss of access to, or use of, the Service and the Loss was not as a result of circumstances reasonably attributable to the Customer or equipment that is owned by the Customer or is not provided by Exetel for the Customer to use in connection with the Service.
- 9.4 In addition to the fees and charges the Customer incurs in the normal use of the Service (including an access fee, where applicable), Exetel may charge the Customer administration fees and other similar charges including suspension fees, cancellation fees, late payment fees, payment dishonour fees or reconnection or reactivation fees as set out in the Agreement.
- 9.5 Exetel will calculate fees based on billing information generated or received by Exetel which will be prima facie evidence of the Customer's use of the Service and the fees and charges incurred.
- 9.6 If the Customer uses the services of a third party, the Customer will be billed at the third party's applicable rates and charges. Where Exetel invoices the Customer for the Customer's use of the services of a third party, it will be in Exetel's capacity as that third party's billing agent only.
- 9.7 Exetel may offer the Customer a Special Offer from time to time. In such event, Exetel will notify the Customer of the Special Offer and the terms of the Special Offer either through general advertising or by specifically advising the Customer. A Special Offer may be an offer to vary the Pricing Plan or the terms of supply (including the Minimum Term) for the Service and it may be subject to certain conditions. If the Customer validly accepts a Special Offer, the terms of the Special Offer will prevail only to the extent they are inconsistent with the terms of the Agreement. Upon the expiry or termination of the Special Offer, the full terms and conditions of the Agreement will apply.
- 9.8 Some fees and charges for the Service are subject to variation such as charges relating to:
- international services or roaming; and
 - content or premium services
- The Customer should inform Exetel before using the Service from outside Australia.

10. Payments

- 10.1 When Exetel confirms the Customer's order but prior to shipping Exetel SIM to the Customer, Exetel will attempt to debit the Customer's nominated Credit Card or Bank Account. If the debit fails, the order will be held and Exetel will contact the Customer to arrange payment. The first invoice will be applied at the time the mobile voice service is activated in the Exetel Members Portal. The invoice is for the full 30-day plan access fee, and any other notified applicable charges, such as service activation, delivery, or service charges outlined on the order form at point of sale and acceptance. For more information on the Exetel

pro-rata invoice, please visit <http://www.exetel.com.au/mobilephone/plans-faq>

- 10.2 Exetel will invoice the Customer on a regular basis (either in advance or in arrears), unless otherwise set out in the Service Description. Such invoice may be sent to the Customer by post unless the Customer has requested and Exetel has agreed to send a copy of the invoice to the Customer electronically. For residential grade services, Exetel will not post any invoice, or send a copy of an invoice electronically, rather the Customer must retrieve their invoice from their Secure Users Facility 'My Exetel'
- 10.3 Exetel is dependent on Wholesale Suppliers' usage records, which are displayed in the Customer online secure Member's facility 'My Exetel' or, if previously agreed to, are sent to the Customer by post or facsimile.
- If Exetel receive usage records in time from the Wholesale Supplier, Exetel will make all reasonable efforts to include applicable usage records in the relevant billing period. However, this may not always be possible, for reasons outside the direct control of Exetel.
- On occasion, usage records may be provided to Exetel from the Wholesale Supplier after the next billing cycle has occurred. Where this happens, Exetel will invoice the Customer for those late arriving usage records, in a subsequent billing period, or a later invoice. This is called back billing. Exetel will not back bill usage charges that have occurred more than 160 days prior to the current date.
- If, as a result of back billing, any plan allowances or inclusions are exceeded in the prior billing period any additional (excess) charges applicable to that prior period will apply for the current billing period as a result.
- 10.4 Exetel may invoice the Customer using a billing agent (which may be another Exetel Group Company).
- 10.5 The Customer may pay by one of the payment methods as set out in the payment notification, or on Exetel's website. For residential grade services, payment can only be made by direct debit or credit card.
- 10.6 If the Customer makes a request to Exetel to pay by direct debit from its nominated bank or credit card account and Exetel agrees, the Customer must comply with all terms and conditions imposed by Exetel for the direct debit arrangement. In such event, the Customer acknowledges that the direct debit arrangement may take up to thirty (30) days from the date of the Customer's request to put in place.
- 10.7 If the Customer's payment is not honoured for any reason, Exetel may charge the Customer a fee..
- 10.8 Subject to clause 11.4, the Customer must pay the entire amount invoiced by the due date specified in the payment notification, invoice or as otherwise notified by Exetel.
- 10.9 If the Customer does not pay the invoice by the date the payment is due, Exetel may:
- charge the Customer a late fee which is payable until all outstanding amounts are paid;
 - require the Customer to provide reasonable security to Exetel to secure the payment of future amounts due under the Agreement;
 - suspend or cancel the Service, in accordance with clauses 12 or 13 as relevant or the relevant Service Description. If Exetel suspends or cancels the Service, Exetel may charge the Customer a suspension fee,

cancellation fee and/or reconnection or reactivation fee as set out in the Agreement. Reconnection or reactivation of the Service is subject to payment of the reconnection or reactivation fee;

- (d) engage a mercantile agent to recover the money the Customer owes Exetel and charge the Customer a recovery fee;
- (e) institute legal proceedings against the Customer to recover the money the Customer owes Exetel and recover from the Customer its legal costs; and/or
- (f) on-sell any unpaid amounts to a third party.

10.10 If the Customer has overpaid as a result of an invoicing error, the Customer's account will be credited with the amount overpaid or Exetel will use reasonable endeavours to notify the Customer and refund the over payment.

10.11 Unless otherwise indicated, the fees and charges set out in the Agreement include any amount on account of Tax. Where the fees and charges do not include an amount on account of Tax and Tax is payable by Exetel in relation to, or on any supply under or in connection with the Agreement, Exetel will increase the Tax exclusive fees and charges by an additional amount on account of the Tax. The Customer must pay the additional amount at the same time the Customer pays the fees and charges.

10.12 If the Customer requires a copy of any invoice sent by Exetel in relation to the Service after cancellation of the Service or termination of the Agreement and a copy of such invoice remains retrievable from Exetel's records, the Customer must pay Exetel's reasonable administration fee for such retrieval.

11. Complaints and disputes

11.1 If the Customer has any complaints in connection with the Service the Customer may complain in writing to Exetel or otherwise by contacting Exetel.

11.2 Exetel will handle all complaints in accordance with the complaint handling procedure which is available on the Exetel website.

A copy of the complaint handling policy can be provided on request.

11.3 Exetel will use its best endeavours to resolve all complaints. However, if Exetel is not able to resolve a complaint to the Customer's satisfaction, the Customer may take other action, such as informing the Telecommunications Industry Ombudsman, the Department of Fair Trading or Department of Consumer Affairs in the relevant state or territory.

11.4 Where a Customer's complaint is about a fee or charge for the use of the Service, Exetel may suspend payment obligations, for that fee or charge only, until the complaint has been investigated and resolved. All other fees and charges that are not in dispute remain due and payable.

11.5 Where a Customer's complaint is about a significant and sustained Loss of access to, or use of, the Service which is not reasonably attributable to the Customer or non Exetel owned equipment, the Customer may be entitled on request to a refund or a rebate of any access fees for the period in which the Customer's access or use was interrupted (including when an Intervening Event occurs) as stated in the Agreement or under the law.

12. Cancelling the Service

12.1 The Customer may cancel the Service including prior to the

Service Start Date at any time by:

- (a) giving Exetel zero (0) days' notice; or
- (b) giving Exetel notice, if Exetel breaches a material term of the Agreement and Exetel either:
 - (i) cannot remedy that breach; or
 - (ii) fails to remedy that breach within twenty-eight (28) days after the Customer gives Exetel notice requiring Exetel to do so.

12.2 If a Consumer Customer acquires the Service from Exetel through a sales method regulated by door-to-door sales legislation in the Customer's state or territory, the Consumer Customer may cancel the Service before the end of the cooling-off period set out in the relevant legislation.

12.3 If the Agreement is a Fixed-Term Agreement, a Customer may also cancel the Service pursuant to clause 3.

12.4 If the Agreement is a non-Fixed Term Agreement, Exetel may cancel the Service at any time by giving the Customer at least twenty-eight (28) days' notice.

12.5 Exetel may cancel the Service at any time, without liability, if:

- (a) there is an emergency;
- (b) Exetel reasonably suspects fraud or other illegal activity by the Customer or any other person in connection with the Service;
- (c) any amount owing to Exetel in respect of the Service is not paid by its due date and the Customer fails to pay that amount in full within ten (10) Business Days after Exetel gives the Customer a notice requiring payment of that amount, unless otherwise set out in the Agreement;
- (d) Exetel reasonably considers the Customer a credit risk because the Customer has not paid amounts owing to Exetel or any Exetel Group Company in respect of any service by its due date and the Customer fails to pay that amount in full within the period stated in any notice given to the Customer requiring payment of that amount;
- (e) the Customer breaches a material term of the Agreement (other than a breach which separately gives rise to rights under this clause) and the Customer either cannot remedy that breach or fails to remedy that breach within twenty-eight (28) days after Exetel gives the Customer notice requiring the Customer to do so;
- (f) Exetel is required to do so to comply with an order, instruction, request or notice of a regulator, an emergency services organisation, any other competent authority or by authorisation of or under law;
- (g) the Customer suffers an Insolvency Event and Exetel reasonably believes Exetel is unlikely to receive payment for amounts due;
- (h) the Customer dies or if the Customer is a partnership and the partnership is dissolved or an application is made to dissolve the partnership, and Exetel reasonably believes Exetel is unlikely to receive payment for amounts due;
- (i) the Service is suspended for more than fourteen (14) days, unless otherwise set out in the Agreement;
- (j) Exetel reasonably determines that it is not technically or operationally feasible or commercially viable to supply the Service to the Customer;

- (k) any Intervening Event prevents the supply of the Service in accordance with the Agreement for more than fourteen (14) days; or
- (l) Exetel is otherwise entitled to do so under the Agreement or Acceptable Use Policy.
- 12.6 Exetel may cancel the Service under clause 12.5 as soon as Exetel gives the Customer notice, unless otherwise set out in the Agreement. However, Exetel may cancel the Service immediately if there is an emergency.
- 12.7 If the Customer elects to have an equivalent service to the Service supplied by another carrier, carriage service provider or service provider (including, by churning or Porting) and that carrier, carriage service provider or service provider informs Exetel that the Customer has elected to have the Service supplied by them or have churned or Ported to them, the Service will be deemed to have been cancelled by the Customer immediately. This will be without prejudice to Exetel's rights under the Agreement with respect to the Service.
- 12.8 If the Service is cancelled:
- the Customer is liable for any charges incurred (including the cancellation fee and outstanding Equipment Charges, if any, as set out in the Agreement) up to, and including, the Cancellation Date;
 - the Customer authorises Exetel to apply any over payment on the Customer's account and/or money that the Customer has paid in advance for the Service which is being cancelled to pay for any undisputed outstanding charges (including the cancellation fee and outstanding Equipment Charges, if any, as set out in the Agreement);
 - subject to clause 12.8(b) and unless otherwise set out in the Service Description, Exetel will refund any over payment on the Customer's account;
 - if the Customer is required under the Service Description to pay for the Service by direct debit payment (either from the Customer's nominated bank or credit card account), the Customer authorises Exetel to debit any undisputed outstanding charges (including any cancellation fee and outstanding Equipment Charges, if any, as set out in the Agreement) from the Customer's nominated bank or credit card account;
- 12.9 No cancellation fee will be payable by the Customer:
- if the Agreement is not a Fixed-Term Agreement; or
 - if the Agreement is a Fixed-Term Agreement that is cancelled after the expiry of the Minimum Term.
- 12.10 If the Service is cancelled as a result of circumstances reasonably attributable to the Customer (including if the Customer changes the location of the Premises, or elects to churn or Port the Service to another carriage service provider):
- before the Service Start Date, the Customer must pay Exetel all infrastructure and installation costs incurred by Exetel in connection with preparations for supplying the Service to the Customer;
 - during the Minimum Term, the Customer must pay Exetel a cancellation fee or such higher amount as may be provided in Part C;
 - the Customer must pay Exetel all costs incurred to rectify the Customer's breach of the Agreement.
- 12.11 If the Customer wishes to reinstate the Service within the first 180 days after cancellation, the Customer may make a request to Exetel provided that if the Service is cancelled as a result of circumstances attributable to the Customer and Exetel reinstates the Service, then the Customer may have to pay Exetel a reconnection or reactivation fee or such higher amount as may be provided in Part C. The Service is not able to be reinstated after 180 days from the cancellation date.
- 12.12 If the Customer is able to use the Service after the Cancellation Date, the Customer is liable for any charges incurred by the Customer for that use, in addition to any other charges under this clause 12.
- ## 13. Suspending the Service
- 13.1 Exetel may suspend the Service at any time, without liability:
- in any of the circumstances described in clauses 12.5(a) to (h) and (l);
 - if it is necessary to allow Exetel or a Supplier to repair, maintain or service any part of the Exetel Network or a Supplier's Network used to supply the Service;
 - if Exetel reasonably believes there has been an Unusually High Use of the Service; or
 - If problems are experienced interconnecting the Exetel Network with any Supplier's Network used to supply the Service.
- 13.2 Exetel may suspend the Service under clause 13.1 as soon as Exetel gives the Customer notice, unless otherwise set out in the Agreement. However, Exetel may suspend the Service immediately if there is an emergency.
- 13.3 Exetel may suspend the Service if any amount owing to Exetel is not paid by its due date, Exetel gives the Customer notice requiring payment of that amount (which Exetel may not give in respect of any amount which is validly disputed in accordance with clause 11 (Complaints and disputes) until after Exetel has completed investigations referred to in clause 11.4) and the Customer fails to pay the amount in full within five Business Days after Exetel gives the Customer that notice.
- 13.4 If Exetel suspends the Service, Exetel may later cancel the Service for the same or a different reason.
- 13.5 If the Service is suspended, the Customer will have to pay access fees for the Service while it is suspended.
- 13.6 If the Service is suspended and the suspension was not as a result of circumstances attributable to the Customer or non Exetel owned equipment, the Customer may be entitled on request to a refund or a rebate of any access fees for the period of suspension as stated in the Agreement or under the law.
- 13.7 If the Service is suspended as a result of circumstances attributable to the Customer, the Customer may have to pay Exetel a suspension fee.
- 13.8 If the Customer wishes to reactivate the Service at any time after suspension, the Customer may make a request to Exetel provided that if the Service is suspended as a result of circumstances attributable to the Customer and Exetel reactivates the Service, the Customer may have to pay Exetel a reconnection or reactivation fee or such higher amount as may be set out in Part C.
- ## 14. Liability
- 14.1 The Customer is liable to Exetel for any breach of the Agreement that causes foreseeable Loss to Exetel.

- 14.2 Except as otherwise expressly provided in the Agreement (including under clause 14.3), the Customer is not liable to Exetel for any consequential Losses Exetel suffers or for any costs, expenses, Loss or charges that Exetel incurs which are not a direct result of something the Customer has done.
- 14.3 Exetel is not in any way liable to any Business End User (whether in contract or tort (including negligence), under any legislation or otherwise). A Business Customer must indemnify and keep Exetel fully indemnified against any Loss or damage incurred in connection with any claim against Exetel by a Business End User in relation to:
- (a) the use (or attempted use) of the Service; or
 - (b) the equipment used in connection with the Service.
- 14.4 Exetel has responsibilities and obligations under the law, including under:
- (a) the Telecommunications Legislation;
 - (b) the Competition and Consumer Act; and
 - (c) applicable laws, regulations and codes.
- Nothing in the Agreement removes or limits any rights that the Customer has under existing laws or regulations.
- 14.5 Exetel may be liable to the Customer for:
- (a) interruptions in the Customer's use of the Service as a result of a fault or negligence of Exetel or Exetel's Personnel, to the extent of a refund or rebate for the period of the interruption and compensation for any reasonable Loss incurred as stated in the Agreement and where required by law
 - (b) If a Customer applies for a Residential Grade Service, which is supplied on the basis it is solely for personal, domestic or household use and the Customer uses it for any business purposes, Exetel is not liable for any business-related Losses
 - (c) death or personal injury caused by Exetel or Exetel's Personnel; or
 - (d) breach of terms that are implied by the Competition and Consumer Act and other laws into contracts for the supply of goods and services. If any condition or warranty is implied into the Agreement under the Competition and Consumer Act or other laws, then Exetel's liability (if any) for breach of that condition or warranty in connection with any goods or services Exetel supplies under the Agreement is (in relation to a Business Customer) limited to re-supply, repairing or replacing the goods or services, where those goods or services are not of a kind ordinarily acquired for personal, domestic or household use and where it is reasonable and fair to do so.
- 14.6 Other than as provided in clauses 14.4 and 14.5, Exetel is not liable to the Customer under this Agreement.
- 14.7 If the Customer has contributed to any Loss or damage the Customer is claiming against Exetel, Exetel's liability is reduced to the extent of the Customer's contribution.
- 14.8 Subject to statutory rights as a consumer, Exetel is not liable to the Customer for any consequential Losses the Customer suffers or for any costs, expenses, Losses or charges that the Customer incurs which are not a direct result of something Exetel has done.
- 14.9 In relation to a Business Customer, to the extent permitted by law, Exetel's total liability for Loss is limited in aggregate for any claim or series of connected claims to \$5 million to

the extent that the exclusions or limitations in clauses 14.4 to 14.7 do not apply.

15. Assignment and transfer

15.1 Exetel may:

- (a) assign some or all of its rights under the Agreement to any person;
- (b) transfer some or all of its obligations under the Agreement to any Exetel Group Company that is able to perform those obligations; and/or
- (c) perform any of its obligations under the Agreement by arranging for them to be performed by another person, including a Supplier or another Exetel Group Company provided Exetel remains responsible for the performance of the obligations, and the Customer irrevocably authorises Exetel to execute on behalf of the Customer all such documents that may be required to be executed by the Customer to effect such assignment or transfer.

16. General

- 16.1 The Agreement is governed by the laws of the Commonwealth of Australia and the laws of the state or territory in which the Customer normally resides and the Parties submit to the exclusive jurisdiction of the courts of the Commonwealth and its states and territories.
- 16.2 Exetel owns all material (including Intellectual Property Rights) developed by Exetel or Exetel's Personnel, at Exetel's direction.
- 16.3 Exetel may permit the Customer to use this material, or other material licensed by Exetel, as part of the Service. This permission is subject to any conditions which Exetel may impose from time to time and will cease when the Service is cancelled.
- 16.4 The Customer must not infringe any person's Intellectual Property Rights (such as by using, copying or distributing data or software without the permission of the owner) in using the Service. If the Customer breaches this clause, Exetel may suspend or cancel the Service without notice.
- 16.5 If the Customer has been provided with a service equivalent to the Service by another carrier, carriage service provider or service provider and has elected to have that service replaced by the Service under the Agreement (including, by churning or Porting), the Customer authorises Exetel to:
- (a) inform that carrier, carriage service provider or service provider that the Customer has elected to have the Service supplied by Exetel or have churned or Ported to Exetel; and
 - (b) to take such action (including give such notices and sign such documents) on behalf of the Customer as may be necessary or appropriate to effect the transfer or churning or Porting transaction.
- 16.6 If an Intervening Event occurs which affects a Party (the said Party) from performing any of the said Party's obligations under the Agreement (other than an obligation to pay money), then the said Party will not be liable for failing to perform that obligation provided:
- (a) the said Party must notify the other Party of the Intervening Event and use its best efforts to resume

performance in accordance with the Agreement as soon as reasonably possible; and

- (b) the said Party's obligations continue during the Intervening Event unless it is not able to perform its obligations due to the other Party being unable to perform its obligations due to the Intervening Event.

16.7 The Customer represents that the Customer is not a carrier or carriage service provider. If the Customer is or becomes a carrier or carriage service provider, Exetel may immediately cancel the Service by giving the Customer notice.

- 16.8 If the Customer breaches the Agreement and Exetel does not exercise a right that Exetel has because of the Customer's breach, Exetel does not waive:
- (a) that right unless Exetel gives the Customer notice in writing confirming that Exetel has waived that right; or
 - (b) Exetel's right to insist that the Customer perform any obligation the Customer has under the Agreement.

16.9 Exetel may pay a commission to any of Exetel's Personnel in connection with the Agreement.

16.10 Each Party will do, sign, execute and deliver and will procure that each of its employees and agents does, signs, executes and delivers, all agreements, documents, instruments and acts reasonably required of it by notice from the other Party to effectively carry out and give full effect to the Agreement and the rights and obligations of the Parties under it.

16.11 Information and advice about the Customer's rights can be obtained by contacting ACMA, the Telecommunications Industry Ombudsman, the Australian Competition and Consumer Commission or the relevant Department of Fair Trading or Department of Consumer Affairs in the Customer's state or territory.

16.12 Any notice or demand given pursuant to this Agreement must be in writing and be delivered, posted, e-mailed or transmitted by facsimile:

- (a) to the Customer at the Customer's e-mail address, address and/or facsimile number indicated on the Application or the Customer's latest e-mail address, address and facsimile number notified to Exetel in writing; and
- (b) to Exetel at Exetel's latest address and facsimile number indicated on Exetel's website at <http://www.exetel.com.au>.

Any such notice will be deemed to be received:

- (a) in the case of delivery, at the time of delivery;
- (b) if served by post, at the expiration of forty-eight (48) hours from time of posting (if sent to a local address) or ten (10) days from the time of posting (if sent to an overseas address), notwithstanding that it may subsequently be returned through the post office unclaimed;
- (c) in the case of a facsimile transmission, on production of a transmission control report indicating transmission without error; or
- (d) in the case of an e-mail, on production of an e-mail header indicating delivery without error

16.13 The Agreement sets out the entire agreement and understanding between the Parties in relation to the Service and no Party has entered into the Agreement in reliance upon any representation, warranty or undertaking

of any Party which is not set out or referred to in the Agreement.

- 16.14 In the event of any inconsistency between a provision in these terms and conditions and another part of the Agreement, then unless otherwise stated, these terms and conditions prevail to the extent of the inconsistency.

Part C: Special terms and conditions applicable to the Service

1. The Service

1.1 This Agreement applies to Exetel SIM only Pre-Paid Mobile Voice Plans including the associated Data and International Direct Dial (IDD) Bolt-on's and Pay As You Go (PAYG) credit top-up's that are purchased on or after 1 September 2021 and that are provided via parts of the Telstra 3G, 4G and 5G Mobile Network.

1.2 References to the Exetel 3G service means a reference to services provided on parts of the Telstra 3G Mobile Network.

1.3 References to the Exetel 4G service means a reference to services provided on parts of the Telstra 4G Mobile Network. In areas where the 4G signal is not available, the service will revert to the 3G Network until a 4G service is available.

1.4 References to the Exetel 5G service means a reference to services provided on parts of the Telstra 5G Mobile Network. In areas where the 5G signal is not available, the service will revert to the 4G Network until a 5G service is available. In areas where the 4G signal is not available, the service will revert to the 3G Network until a 4G service is available

1.5 Exetel is responsible for the provision of the Service to the Customer and supply of the Service using a Network operated by its carrier, Telstra Corporation Limited. Exetel is not affiliated with or related to the carrier.

1.6 Customers selecting the Exetel SIM only Pre-Paid Mobile Voice plans must provide their own compatible mobile telephone handset to access the Service as per Part C 1.12.

1.7 The Service includes:

- (a) Pre-Paid Mobile Voice Plans – where the Customer initially (or subsequently via manual recharge) prepays a Plan Fee that entitles the Customer to a 30-day plan validity period that provides access to:
 - (i) unlimited standard call minutes in Australia to Australian landlines and Australian mobiles;
 - (ii) unlimited standard SMS and 1000 standard Text, Picture and Video MMS in Australia to Australian mobiles;
 - (iii) a data send/receive allowance for use in Australia;
 - (iv) in some cases – unlimited standard international SMS and calls from Australia to selected countries;
 - (v) any other entitlements that Exetel may offer including, but not limited to, automatic data rollover to a Data Bank and various bonus and campaign-based data allowances.

- (b) Optional 'Bolt-on's' – where the Customer prepays an amount that adds extra data or IDD calls and standard international SMS to the allowances of a Pre-Paid Mobile Voice Plan. Some Bolt-on's may only

be compatible with specific Pre-Paid Mobile Voice Plans and there may be a limit on:

- (i) the number of, or combination of, Bolt-on's the Customer can purchase and/or;
 - (ii) the maximum additional allowance the Customer can have at any one time.
- (c) Pay As You Go (PAYG) Credit – where the Customer prepays an amount that credits the PAYG usage allowance of a Pre-Paid Mobile Voice Plan to be used for usages such as non-included call types and International Roaming. There are maximum credit value limits to the PAYG credit balance
- (d) Automatic Pre-Paid Mobile Voice Plan Recharge – where Exetel automatically deducts from the nominated payment method of the Customer the Pre-Paid Mobile Voice Plan Fee on or around day 30 of the Customer's initial (in the case of a new Service) plan validity period or subsequently (in the case of a subsequent 30 day plan validity period or manual recharge).

1.8 As it is a prepaid Service only:

- (a) the Service is provided on a prepaid basis.
- (b) any reference to a 'charge', 'cost' or similar for using the Service means an immediate deduction of that amount from the payment method used by the Customer. It does not mean that the Customer will later receive a bill that the Customer must pay. Exetel will present the Customer's usage and charges on an invoice and in the Customer's account details in the My Exetel portal for the Customer's records.

1.9 Pre-Paid Mobile Voice Plans - Exetel may offer Pre-Paid Mobile Voice Plans, Bolt-on's and PAYG credits in the form of different Plans which may each have their own price, description, entitlements, features, limitations, Expiry Period, and special conditions (**Plan Terms**). Exetel may discontinue plans and make them unavailable for future recharge, impose eligibility criteria on future recharge or otherwise restrict or limit their availability.

1.10 With respect to Rate Tables:

- (a) for some Exetel Plans, there is no separate rate for making a call, sending an SMS, etc. (e.g., where the Plan includes an allowance of minutes for a certain call type, or unlimited SMS's.)
- (b) where a separate cost does apply for using the Service (e.g., making a call under a PAYG service), the applicable rates and charges are set out in the Rate Tables in the Rates section of the Exetel website. Customers should check the Rate Tables carefully to see what fees and charges apply to the use of the Service by the Customer.

1.11 For International Roaming:

- (a) should a user of an Exetel provided mobile telephone service use the Service outside a connection area served by the parts of the Telstra Network that are used to deliver the Service, then the user specifically agrees that the charges applied to usage made outside the coverage area will be different, and almost certainly much higher than those for calls made within the coverage area.
- (b) these rates are known as "Global Roaming Rates". Global Roaming Rates are subject to many variables.

Variances will largely depend on what the overseas Roaming carrier may charge. These charges could be high call, message or data rates.

- (c) Exetel is in no way able to control these originating Roaming Rates and therefore cannot be liable for any Roaming usage that may be regarded as excessive in charge nor can Exetel make any assessment of what such call charges may be in advance of receiving the charge from the carrier concerned.
- (d) the Customer must ensure that it has sufficient Pay As You Go (PAYG) credit balance on its Service to ensure it can make the call, SMS/MMS message or data usage that it wishes to make whilst Roaming.
- (e) international Roaming is available only in the selected countries. Customers should ensure that they are familiar with the Exetel International Roaming rates available here <https://www.exetel.com.au/mobilephone/plans-roaming> prior to travelling overseas.
- (f) so a Customer can use its phone overseas, Exetel has enabled International Roaming by default. The Customer may block the usage of Voice Calls, SMS/MMS and data individually when Roaming overseas to limit the Customer's use and cost of these service elements via the My Exetel App or web portal.
- (g) a positive PAYG credit balance in the Customer's Mobile Plan is required to use international Roaming. The charges to send SMS, make and receive standard calls, as well as using data when roaming are higher and will vary for each applicable country.

1.12 With respect to device capabilities:

- (a) as a minimum, the Customer's device must be compatible with 3G 850Mhz to use Exetel mobile services. All calls will be made and received on this frequency as Voice over 4G or LTE (VoLTE) is not possible.
- (b) to take advantage of 4G for data/MMS/SMS, a Customer must ensure that its device is compatible with 700, 900*, 1800, 2100*, 2600* MHz
*supported in limited locations only.
- (c) to take advantage of 5G for data/MMS/SMS, a customer must ensure that its device is compatible with 3600, 850*, 2600* MHz and 26*GHz frequency bands
*supported in limited locations only
- (d) a Customer's use of the Service will partly depend on the quality, condition and capabilities of the Customer's device. For instance:
 - (i) a mobile handset that is only 3G-capable cannot access 4G features of the Service and a mobile handset that is only 4G-compatible cannot access 5G features of the Service; and
 - (ii) a mobile tablet may not be capable of making or receiving voice calls or sending or receiving SMS.

1.13 As to coverage:

- (a) the Service is not available in all areas of Australia. The Customer may obtain actual coverage maps showing where the Service is available in Australia from Exetel

or at exetel.com.au. The Customer is responsible for inquiring whether coverage is available in the area in which the Customer would normally use the Service..

- (b) in areas that the Service is available, it is technically impracticable for Exetel to guarantee that:
 - (i) the Service is available in each place within an area where there is coverage;
 - (ii) 'drop-outs' will not occur during a call; and
 - (iii) there will be no congestion.
- (c) due to technical reasons, Exetel is not able to guarantee that calls to '13' or '18' prefix numbers will be diverted to the nearest location for that '13' or '18' prefix number.

2. Customer Acknowledgements

2.1 The Customer acknowledges and agrees that:

- (a) the Service is conditional upon the Customer being charged a minimum amount each 30 day plan validity period as stated in the Application ;
- (b) any person who the Customer allows to use the Service is deemed to be authorised by the Customer to use the Service and the Customer will be responsible for all charges incurred by such person;
- (c) the Customer is solely responsible for all charges incurred in using short message services (SMS) including charges incurred in replying to bogus or nuisance messages received via SMS;
- (d) as the Service is a pre-paid service, Exetel will charge the Customer immediately when the Customer takes any action on the Service that incurs a charge such as Plan recharge or change, PAYG credit balance top-up or data or IDD Bolt-on purchase. Exetel will also charge the Customer the Plan fee automatically at the end of the 30-day Plan validity period unless the Customer recharges the Plan early or cancels its Service. These charges will be detailed on the Customers invoice or My Exetel portal;
- (e) if the Customer has insufficient funds to complete a transaction (Plan recharge (automatic or manual) or change, PAYG credit balance top-up or data or IDD Bolt-on purchase), the transaction will be immediately rejected, and the Customer will be notified to increase the available funds in its payment method to complete the requested transaction;
- (f) the Customer will be at least 16 years of age;
- (g) the Customer will have a compatible phone handset, which the Customer must supply and maintain at its own cost;
- (h) the Customer will obtain an Exetel SIM card from Exetel;
- (i) if the SIM card is not already activated, the Customer will activate it via the My Exetel App or either at exetel.com.au or by calling 13 39 38 (free call from an Exetel mobile service). When activating a SIM card, the Customer needs to:
 - (i) provide Exetel with its details and other information; and
 - (ii) complete an identity verification as required by Australian law;
- (j) the Customer will activate its SIM Card within 60 days from the date of purchase.

(k) the Customer will take all reasonable care to keep the SIM Card safe and in good condition and comply with any procedures specified by Exetel to protect it against unauthorised use.

(l) if the Customer loses the SIM Card or if it is stolen, the Customer will tell Exetel immediately by contacting Customer Care and the Customer is responsible for all charges up until the time the Customer tells Customer Care that the SIM Card is lost or has been stolen.

(m) the Customer will select and pay for any Mobile Plan that it wants to have access to. If the Customer is already a user of the Service and the Customer renews its Mobile Plan, Bolt-on or PAYG credit Exetel call that a Recharge.

3. Acceptable User Policy

The Exetel Mobile Acceptable Use Policy does apply to the Service. See Exetel website for policy.

4. Transfer to alternate Supplier

Exetel may obtain an option to transfer the Service to an alternate Supplier to provide services to the Customer. If this occurs, Exetel will take all reasonable steps to obtain consent, and will not proceed with a transfer before informing the Customer of whether a new contract is required, the details of the Service, the identity of the gaining Supplier, if there is any Service interruption, any equipment/device compatibility considerations, equipment terms and conditions, and any penalties or fees.

5. Debit charges

The first charge, and all ongoing regular or ad hoc charges will be debited to the Customer's bank account or credit card which the Customer has provided to Exetel at the time of the Application or subsequently changed via the My Exetel Users Facility on the following basis:

- (a) all service activation, delivery, and/or Plan charge(s) debited on the date of advice from Exetel's wholesale Supplier(s) on the service activation date.
- (b) full first 30-day Plan access fee debited on the date of advice from Exetel's wholesale Supplier(s), when the service has been activated.
- (c) subsequent 30-day Plan access fee charges will be automatically charged 30 days after the Service activation day to facilitate the automated recharge of the Customers Pre-Paid Mobile Voice Service.
- (d) all subsequent Customer initiated manual or automatic purchases of Plan recharge, Plan change, PAYG credit balance top-up or Data or IDD Bolt-on purchases will be debited immediately from the Customer's payment method.

6. Pre-paid service and notifications

6.1 As the Service is a pre-paid service, the Customer has full control over how much it wishes to spend on the Service. The Service may be recharged early (prior to 30-day automated recharge cycle), the Service may be upgraded to a higher value Plan (if available) at any time, the Service may be downgraded to a lower value Plan (if available) at any time and the Service may have various Bolt-on features added at any time to increase various allowances such as data and international (IDD) calls. The Service may

also have various values of Pay As You Go (PAYG) credits applied to use for non-included usage types such as Global Roaming or non-included call types.

- 6.2 Exetel will provide national call, national SMS, national MMS and national Data usage details to the Customer no later than 5 minutes after the Customer has used the Service.
- 6.3 Exetel will provide electronic notification no later than 5 minutes after the Customer has reached the following point during each Plan validity period:
- (a) 50% of the expenditure and/or the data allowance which forms part of the included value of the Plan,
 - (b) 85% of the expenditure and/or the data allowance which forms part of the included value of the Plan, and
 - (c) 100% of the expenditure and/or the data allowance which forms part of the included value of the Plan.

7. Verification Charge

Exetel may charge an amount of one dollar (\$1.00) to the Customer's bank account or credit card to make reasonably sure that the Customer has legal control over one or more of the Customer's payment methods. This charge will be applied in full and then refunded as a credit to the first invoice of the Customer, or as soon as is practicable thereafter. If the Customer cancels the Service prior to the issue of the first invoice and no other fees or charges have been levied, then Exetel will refund the verification charge in full.

8. Charges for the Service

- 8.1 8.1 The Customer pays for the Service by initially buying and prepaying for a Mobile Plan and/or optional Bolt-on and/or PAYG credit (where offered) that the Customer chooses.
- These prepayments cover all charges for using the Plan, Bolt-on or PAYG credit added to this, up to the limit (if any) of the Customer's prepaid entitlements. When the Customer's prepaid entitlements for a PAYG credit or Bolt-on have been used up or expired, the Customer must recharge to continue using that part of the Service.
- Exetel automatically recharges the mobile Plan every Plan validity period (30 days) unless the Customer recharges the Plan sooner, changes the Plan or cancels the Plan (which also cancels the Service).
- 8.2 The Customer's prepaid credit for a PAYG credit is reduced:
- (a) each time the Customer makes a call, sends an SMS or MMS, sends or receives data, etc that is not covered by a current Mobile Plan – in accordance with the Exetel Rate Tables; and
 - (b) if the Customer has insufficient PAYG credit in its PAYG credit allowance to use a particular usage type, the Customer's use of that usage type will be blocked.
- 8.3 For a Mobile Plan:
- (a) the Customer's prepaid PAYG credit, when using any non-unlimited allowance of international call minutes and SMS from Australia (only applicable to some Mobile Plans), is reduced by the duration of each outbound call the Customer makes (rounded up to the nearest minute) and SMS the Customer sends to selected

countries that have non-unlimited international call minutes and SMS;

- (b) there is no reduction to the Customer's PAYG credit when the Customer sends standard international SMS or makes standard international calls to selected countries that have unlimited standard international SMS and calls.
 - (c) the Customer's Mobile Plan data allowance to send/receive data is reduced by the amount of data the Customers sends/receives, with each data transmission being rounded up to the nearest kilobyte.
- 8.4 All usage of the Service via the Customer's SIM card is to its account, whether or not the Customer authorised it.
- 8.5 Exetel's wholesale service provider does not promise refunds or credits where the Service is disrupted or unavailable for any period. Because of that, and to allow Exetel to offer the low prices that it does, Exetel does not promise refunds or credits in those circumstances unless the ACL entitles the Customer to a refund or credit.

9. Transferring and Forfeiting Credits

- 9.1 Subject to clause 9.4, unused prepayments (**Credits**) cannot be converted into or redeemed as cash, refunded or credited.
- 9.2 Except where Exetel expressly gives the Customer the option to apply all or part of its Credits to other mobile services or accounts the Customer has with Exetel, the Customer may not do so.
- 9.3 Exetel will transfer any existing Credits:
- (a) if the Customer's SIM card is lost, stolen or damaged and the Customer purchases a new SIM card for use with the Service – as long as the Customer purchases the replacement SIM card and requests Credit transfer within 10 days; or
 - (b) where the Customer's phone number is changed in accordance with clauses 16.3 and 16.4 below.
- 9.4 Exetel will transfer any and all PAYG credit when an existing individual service changes plan. If a service with a PAYG credit is cancelled, the PAYG credit balance will not be refunded.
- 9.5 If Exetel cancels the Service for convenience, Exetel will:
- (a) refund any Prepaid Plan Fee, PAYG credit and Data or IDD Bolt-on charge that may have been purchased. However, this would not include any special offer Credits or unused Data Bank; or
 - (b) with the consent of the Customer, apply those Prepaid Plan Fees, PAYG credit and Data or IDD Bolt-on balance that may have been purchased and any Data Bank balance for use on another service that the Customer has with Exetel if possible.
- 9.6 If the service is cancelled for any other reason than for convenience (including under clause 22 below), any Credits or Data Bank balance are cancelled.

10. Minimum PAYG Credit

- 10.1 The Customer must have sufficient PAYG credit balance on its account to make non-included/non-unlimited outgoing calls, send non-included/non-unlimited SMS or MMS, or to use other Exetel services including International Roaming.
- 10.2 The Customer cannot make non-included/non-unlimited outgoing calls, send non-included/non-unlimited SMS or

MMS, or use other Exetel services including International Roaming if the PAYG credit in its account is less than the cost of the usage the Customer wishes to make.

- 10.3 If the Customer has exceeded its Plan data allowance the Customer may still access the Exetel website, My Exetel website or App to recharge its Plan, purchase a Data Bolt-on or change its Plan as required.
- 10.4 Exetel may terminate a call or data session without notice if the Customer's usage relies on a positive PAYG credit balance.
- 10.5 If the Customer's PAYG credit balance is running low, Exetel may send a low balance alert, but Exetel is not obliged to do so.

11. Plan Allowances

- 11.1 PAYG credit does not expire. Each time the Customer Recharges its PAYG credit, Exetel will increment their PAYG credit balance up to a maximum value depending on the Plan. If the Customer attempts to credit its PAYG credit balance above the maximum value, Exetel will reject the Customer's request.
- 11.2 Mobile Plans operate on a 30-day plan validity period. Exetel will automatically recharge the plan at the end of the 30-day plan validity period and will charge the Customer's nominated payment method at this time. All unused data (plan data, data Bolt-on, campaign data, bonus data and Data Bank balance data) will be credited to the Data Bank at the end of the 30-day plan validity period up to the Data Bank limit. Any data unable to be credited to the Data Bank due to the Data Bank being full/at limit will be forfeited and no credit or refund will be issued.
- 11.3 Data Bolt-on's are available for Mobile Plans and have a plan validity period from the date the Data Bolt-on is activated until the expiry date of the underlying Mobile Plan 30 day plan validity period. Any unused data from the Data bolt-on will be credited to the Data Bank at the end of the Data bolt-on validity period up to the limit of the Data Bank storage capacity.
- 11.4 International Direct Dial (IDD) Bolt-on's are available for Mobile Plans and have a 30 day validity period. Any unused IDD Bolt-on call minutes will be forfeited at the end of the IDD Bolt-on validity period.
- 11.5 Exetel is under no obligation to notify the Customer that Credits are about to be or have been cancelled.

12. Service Cancellation

- 12.1 The Customer may cancel the Service at any time.
- 12.2 If the Customer cancels the Service, any remaining Mobile Plan, Bolt-on and PAYG balances will be wiped and no refund will be issued.
- 12.3 The Customer's cancelled Service and the associated Mobile Number will be available to be reactivated via a Recharge for 180 days from the Service cancellation date. It is not possible to reactivate after this date and the Mobile Number will not be able to be retrieved.

13. Recharges

- 13.1 The Customer may recharge its Service:

- (a) by logging into the My Exetel portal and processing a manual recharge or establishing an automatic recharge on its current Plan;
- (b) by calling Exetel on 13 39 38 (free call);
- (c) via the My Exetel App for Plan Fee, PAYG credit and Bolt-on's.

- 13.2 The Customer must ensure that it always has current payment details registered in the My Exetel portal or App to ensure that Exetel can recharge the Customer's Plan every 30-day Plan validity period and that the Customer can manually or automatically recharge as required.
- 13.3 Exetel may place a maximum PAYG credit limit (Plan dependant) or a minimum value on each PAYG transaction (e.g., minimum PAYG credit top-up of \$5) or on the Service.
- 13.4 Subject to the consumer guarantees, Exetel is not liable to the Customer for any delay or failure of a recharge (including an automatic recharge). It is the Customer's responsibility to check that each recharge has been successfully processed.
- 13.5 Exetel may SMS or email the Customer to confirm that a Recharge has been successfully processed, but Exetel is not obliged to do so.
- 13.6 The Customer will be able to access its recharge and usage history by logging into My Exetel at: exetel.com.au.

14. Data Bank Rollover

- 14.1 Data Bank rollover only applies to:
- (a) All eligible Exetel Pre-paid Mobile Voice Plans; and
- (b) Eligible Data.
- 14.2 'Eligible Data for a Mobile Plan means all unused data (if any) that is part of the standard, bonus, campaign data allowance of an eligible Pre-Paid Mobile Voice Plan (including any Data Bolt-on's the Customer has purchased) and all accumulated rollover data (if any) from previous plan validity periods.
- 14.3 The Customer Mobile Plan's Eligible Data will automatically roll over to the Customer's next Mobile Plan validity period indefinitely and up to any applicable Data Bank limit if the Customer rollover from an eligible Mobile Plan to an eligible Mobile Plan and the rollover is to an equal or higher price Mobile Plan as applicable.
- 14.4 If the Customer changes its Mobile Plan to a Mobile Plan that is a lower in price to its current Mobile Plan, then the Customer's Data Bank accumulated data will be forfeited. However, the Customer will retain any unused plan, campaign, bonus and Data Bolt-on data from that current plan validity period which will be credited to the Data bank of its new lower priced plan.

15. Credit and Debit Card Payments

- 15.1 If the Customer has made any payment to Exetel using a credit or debit card:
- (a) the Customer promises that the Customer is the account holder or was authorised by the account holder to use the card to make that payment.
- (b) Exetel may disclose to the account holder details of the payment including, but not limited to:
- (i) the time, date and amount of the payment;

- (ii) the Customer's name and telephone service number; and
 - (iii) the service the payment was for – and the Customer consents to such disclosure.
- (c) Exetel may assume that a person is the account holder if they supply Exetel with the following information:
- (i) the card number;
 - (ii) the type of card (e.g., VISA or MasterCard);
 - (iii) the date (accurate to within two business days, to allow for processing delay) and amount of a transaction in Exetel's favour, made using that account – and the Customer consents to disclosure to such a person.
- (d) If a payment by the Customer is later cancelled, reversed or (if the Customer is not the Card Holder) reported as unauthorised, Exetel may (at its option):
- (i) cancel all remaining credits for that Service in favour of the Customer; and/or
 - (ii) require the Customer to pay (as per the Rate Tables) for the Service the Customer has used before cancellation; and/or
 - (iii) decline to provide the Customer with further Services until such payment has been made; and/or
 - (iv) suspend the Service until a payment method acceptable to Exetel has been provided.
 - (v) terminate the Service if the Customer fails to provide an alternate payment method or repay the recharge.

16. Phone Numbers

- 16.1 If the Customer does not already have a phone number for its mobile phone for use with the Service, Exetel will issue the Customer a phone number.
- 16.2 All phone numbers are selected, issued and used by Exetel in accordance with the ACMA's Numbering Plan and Telecommunications Numbering Plan Number Declarations (Numbering Regulations). Exetel will provide the Customer's phone number to the Integrated Public Number Database as per Part 4 of Schedule 2 of the Telecommunications Act 1997, the Telecommunications (Emergency Call Service) Determination 2019, the Integrated Public Number Database Code and the IPND Data Industry Guideline.
- 16.3 Exetel may be required to vary, withdraw, suspend or re-assign a phone number it has allocated to the Customer in order for Exetel to comply with the Numbering Regulations. Exetel will give the Customer as much notice as is reasonably practicable if it has to do this.
- 16.4 If the Customer needs a new phone number because it has received calls of a harassing nature and the Customer has reported the matter to the relevant law enforcement agency, Exetel will supply the Customer with a new number.
- 16.5 The Customer does not own the phone number and its right to use the phone number ends if the Customer no longer obtains the Service unless the Customer transfers ('ports') the phone number (see clause 17 below).
- 16.6 If the Customer stops obtaining the Service and does not port the phone number, Exetel may issue the phone

number to another customer in accordance with the Numbering Regulations.

- 16.7 Exetel is not liable to the Customer for any expense or Loss incurred by the Customer or related to its use of the Service due to:
- (a) any variation, withdrawal, suspension or re-assignment of the phone number under clause 16.3 above; or
 - (b) the Customer ceasing to have the right to use the phone number under clause 16.5 above.

17. Mobile Number Portability

- 17.1 The Customer may be able to port a phone number it has obtained from another carrier or carriage service provider when the Customer connects to the Service.
- 17.2 By processing a port request during an online activation or by having the Customer port authorisation voice recorded, the Customer
- (a) authorises Exetel to sign on its behalf and in its name forms of authority to the Customer's current Supplier to port its phone number to Exetel;
 - (b) authorises its current Supplier to port its phone number to Exetel;
 - (c) authorises Exetel to disclose information in the port authorisation to other Suppliers in the event of dispute over porting to Exetel; and
 - (d) will remain responsible for all amounts owing to its current Supplier for any services they supply to the Customer.
- 17.3 If the Customer has submitted a port request online or had its port authorisation voice recorded to port its phone number to Exetel from the Customer's previous Supplier, Exetel will use all reasonable efforts to port the Customer's phone number as soon as possible, but Exetel has no liability to the Customer for any delays in porting.
- 17.4 Exetel will not charge the Customer a fee for porting a phone number from another carrier or carriage service provider, unless the Customer ports a mobile number to Exetel more than once, in which case Exetel may charge the Customer an administration fee.
- 17.5 The Customer must not cancel the Service it has with the other carrier or carriage service provider before it ports the phone number. Exetel will inform the carrier or carriage service provider from which the Customer has ported the phone number that the Customer has ported the phone number and they will cancel the service.
- 17.6 The Customer may need a new mobile phone, or it may need to have its mobile phone unlocked if the Customer is porting between different mobile Networks or types of mobile Networks.
- 17.7 The Customer can port a phone number it has obtained from Exetel for use with the Service to another carrier or carriage service provider.
- 17.8 The Customer must not cancel the Service before it ports the phone number. The carrier or carriage service provider to which the Customer has ported the phone number will inform Exetel that the Customer has ported the phone number and Exetel will then cancel the Service.
- 17.9 The Customer can only port the phone number; the Customer cannot port any Credits or value-added services (e.g., voicemail).
- 17.10 The Customer may only port a phone number for which it is the authorised customer.

- 17.11 The Customer will need to confirm that it is the authorised customer/owner of the number being ported to Exetel by verifying a code that Exetel sends to that number during the activation process. Exetel will not send the code to another number or by any other means.
- 17.12 If the Customer cannot verify the code sent during activation, Exetel may reject the activation and port-in request. Exetel may verify that the Customer is the authorised customer by an alternate means, but Exetel is not obliged to do so.
- 17.13 Any PAYG credit balance, Data and IDD Bolt-on allowances and Data Bank balance the Customer has on its Service will be forfeited if the Customer ports the phone number to another carrier or carriage service provider.

18. Customer's Mobile Phone

- 18.1 The Customer may choose to use a mobile phone it has or has obtained from a third party.
- 18.2 If the Customer chooses to use a mobile phone that it has obtained from a third party:
- (a) to protect consumers from illegal trade in mobile phones, if Exetel has a reasonable belief that the Customer's mobile phone is stolen, Exetel may ask the Customer to provide proof of ownership.
 - (b) If Exetel asks the Customer to provide proof, the Customer must provide Exetel with that proof within ten Business Days.
- 18.3 Exetel gives no warranty:
- (a) that the mobile phone that the Customer provides is suitable for use in connection with the Service or any of its features; or
 - (b) about the quality of the Customer's mobile phone.
- 18.4 The Customer is responsible for making sure that:
- (a) all regulatory approvals for its mobile phone have been obtained; and
 - (b) its mobile phone complies with all relevant technical regulations and specifications at all times.
- 18.5 The Customer is responsible for the maintenance of its mobile phone.
- 18.6 If the Customer's mobile phone appears to be faulty or interferes with the Service, Exetel is entitled to require the Customer to:
- (a) provide evidence that its mobile phone is in working order; and/or
 - (b) cease using that mobile phone until the problem has been corrected.

19. Lost or Stolen Mobile Phone or Sim Card

- 19.1 If the Customer's mobile phone or its activated Exetel SIM card is lost or stolen:
- (a) Exetel is not responsible for it.
 - (b) the Customer must notify Exetel on 13 39 38 as soon as possible.
 - (c) within a reasonable time Exetel will bar outgoing calls, suspend the Service and/or activate IMEI blocking on

the Customer's mobile phone. The Customer is liable for all usage of the Service until then.

- (d) if Exetel becomes aware of the loss or theft, and the Customer has not notified Exetel, Exetel may cancel the Service, but Exetel is not obliged to do so.
- (e) Exetel may charge a fee for a replacement SIM card.
- (f) if the Customer finds the Customer's mobile phone or it is returned to the Customer, Exetel will reactivate the Service (including any value-added service features e.g., call diversions), if the Customer requests it within 30 days of the original deactivation.
- (g) to contact emergency services while the Customer's phone is blocked the Customer must dial 000 (or 112).
- (h) 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.

- 19.2 If the Customer obtains a mobile phone that Exetel reasonably believes is lost or stolen, Exetel may request IMEI blocking to be activated on the mobile phone without the Customer's consent, even if the Customer is not aware it is stolen.
- 19.3 If the Customer obtains the Service from Exetel under false pretences, Exetel may request IMEI blocking to be activated on the mobile phone without the Customer's consent.
- 19.4 If Exetel knows that the Customer has made an insurance claim when its mobile phone is lost or stolen, if IMEI blocking is not already activated Exetel will contact the Network carrier and request IMEI blocking to be activated on the mobile phone.
- 19.5 If Exetel activates or de-activates IMEI blocking on the mobile phone, Exetel will inform other national carriers to put this block or unblock into effect on their own Networks.

20. Phone Number Displays

- 20.1 As regards Calling Number Display (CND):
- (a) If the Customer does not bar CND on its mobile phone user settings, the phone number assigned to the Customer may be displayed on the phone of the person the Customer is calling.
 - (b) When another person calls the Customer, the phone number of that person may be displayed on the Customer's mobile phone if that person has not barred CND on their phone.
- 20.2 When the Customer sends an SMS or MMS, the phone number assigned to the Customer or the Customer's name may be displayed on the phone of the person to whom the Customer is messaging. The Customer cannot bar the phone number assigned to the Customer or the Customer's name when it sends a SMS or MMS.

21. Access Restrictions

- 21.1 At the request of the Customer, Exetel can bar certain call types made from the mobile phone. Exetel cannot bar calls to emergency service numbers 000 and 112.
- 21.2 The Service can only be used for standard mobile voice and video calls, standard international calls, standard international SMS, standard SMS and MMS, call forward,

voicemail and standard data services in Australia and Overseas in approved International Roaming countries.

- 21.3 The Service cannot be used for, but not limited to:
- (a) fax (including to make international fax calls) and paging services; or
 - (b) call information services such as premium voice services (including, for example, calls to most 1901 or 1902 prefix numbers) unless specified.
- 21.4 All Plans prohibit access to premium SMS and voice services.
- 21.5 Access to some international countries is activated automatically on some Plans. If the Customer wants to bar access to international calls contact Exetel by calling Exetel on 13 39 38 (free call from an Exetel mobile).

22. Important Rights of Suspension and Cancellation

- 22.1 Without limiting other rights, Exetel may suspend or cancel the Service without prior notice if:
- (a) the Customer breaches clause 6 Part B above;
 - (b) the Customer breaches any other clause of the Agreement, and the breach is likely to cause serious or permanent harm to any person (including Exetel or Exetel's Supplier);
 - (c) the Customer intimidates, abuses, insults, harasses or threatens any staff member, or those of Exetel's partners or Suppliers, by any means.
 - (d) the Customer makes numerous frivolous and or vexatious complaints.
 - (e) the Customer attempts, threatens or causes harm to any staff member, or those of Exetel's partners or Suppliers, or Exetel's equipment or Network infrastructure or that of our Suppliers by any means;
 - (f) the Customer breaches any other clause of the Agreement and does not cure the breach within 5 days of Exetel's request that the Customer does so;
 - (g) Exetel reasonably believes that the Customer's account may have been used in connection with fraud or other unlawful conduct;
 - (h) Exetel suspects that the Customer or a person using the Customer's Exetel SIM card is misusing the Service or is not authorised to use the Service;
 - (i) in Exetel's opinion, there is unusual activity on the Customer's Service and/or activity that does not appear to be commensurate with personal use;
 - (j) Exetel reasonably believes that, or Exetel is informed by law enforcement authorities that they believe, the identification evidence provided by the Customer in connection with the Service is incorrect, false or inadequate or that a request to activate or terminate a Service has not been authorised by the Customer;
 - (k) the Customer transfers its SIM card to another party without obtaining the consent of Exetel, or does not provide sufficient details of the identity of the other party; or
 - (l) the Customer engages in fraudulent Recharge behaviour.

23. Supplier and Third-Party Services

- 23.1 The Customer acknowledges that:
- (a) the Service relies for its operation on the services of Suppliers who are not controlled by Exetel, and
 - (b) Exetel does not exercise any control over, authorise or (subject to the consumer guarantees) make any warranty regarding:
 - (i) the Customer's right or ability to use, access or transmit any content using the Service;
 - (ii) the accuracy or completeness of any content which the Customer may use, access or transmit using the Service;
 - (iii) the consequences of the Customer using, accessing or transmitting any content using the Service including, without limitation, any virus or other harmful software; or
 - (iv) any charges which a third party may impose on the Customer in connection with its use of the services accessed via the Service.

24. Limitation of Liability

- 24.1 Nothing in these Terms and Conditions excludes or limits the operation of the consumer guarantees or any other rights or remedies that, by law, cannot be excluded.
- 24.2 Subject to clause 24.1, Exetel excludes all liability arising under or in connection with these Terms and Conditions, the Agreement or the Service whether direct, indirect or consequential and whether arising under common law, statute or otherwise, and whether or not of a kind of which Exetel is or should be on notice.

25. Dictionary

- 25.1 Terms that are defined in the body of our Terms and Conditions have the same meaning throughout.
- 25.2 Machine-to-machine use means use where a device initiates a communication without human interaction. (For example, a vending machine sending wireless packet data to another machine, or a burglar alarm sending an SMS.) It does not include data communication from a mobile handset that is ancillary to personal use of the handset (such as checking emails).
- 25.3 For simplicity "Plans" means Mobile Plans and Data and IDD Bolt-on Packs.

Summary of other charges

\$10.00 Failed Payment Fee

1.0% Per month if paying by credit card

On Request Ad hoc, or any other charges will be advised at time of application, enquiry or request.