



Mobile Phone Service Agreement

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1. Available mobile phone services

Details about VoIPex Mobile Phone and associated Services together with the terms and conditions relating to specific mobile phone plans are available on Our website and can be located at www.voipex.com.au. The following terms and conditions apply to all VoIPex Mobile Phone and associated Services.

2. Sim cards

We will provide You with a SIM card so that You can access Your Mobile Phone Service. All SIM cards remain Our property. You agree to the following conditions in relation to any SIM card which We provide to You:

- 2.1 We may require You to comply with SIM card activation procedures in order to protect You against unauthorised use of a SIM card;
- 2.2 You must take all reasonable care to keep the SIM card in a safe and good condition;
- 2.3 You must notify Us immediately if any SIM card is lost, stolen or destroyed, even if You have not yet activated the SIM card. You will be liable for all Charges attributed to any SIM card supplied to You until such time as You have notified Us of the theft, loss or destruction of such SIM Card; and
- 2.4 You must obtain Our express authorisation, which may be conditional upon the lodgement of a security deposit, to use the SIM card in countries outside of Australia. Using Your SIM Card outside of Australia requires Us to activate Our mobile phone roaming service ('Roaming Service'). The Roaming Service includes Charges for incoming calls at a rate set by the mobile phone supplier of the country in which You receive the calls and a forwarding Charge to all incoming calls forwarded by Us to Your mobile phone. Details of the Roaming Service Charges can be found on Our website at www.voipex.com.au

3. Mobile number portability

- 3.1 You are normally able to retain Your existing mobile number when You change mobile service providers. If You wish to retain Your existing mobile number, You acknowledge that:
 - a. You are authorised to request the porting of the mobile number to Us;
 - b. By porting the mobile number to Us, the mobile service and/or any related services associated with that mobile number may or may not be disconnected from Your previous mobile service provider, and may result in finalisation of the account for that service; and
 - c. For the purposes of porting Your mobile number, call and message routing, fault management and fraud prevention, You permit Us to disclose relevant details set out above to other service providers.
- 3.2 Although You have the right to port the mobile number:
 - a. There may be costs and obligations associated with Your previous mobile service and the porting of the mobile number;

- b. If You have an existing long term contract with Your previous mobile service provider You may be obliged to make early termination payments to that provider;
- c. Porting may be unsuccessful if You fail to provide full and accurate details to Us, or if You cancel Your mobile service with Your previous service provider before the port cutover date;
- d. If another service provider raises a proper charge with Us relating to a service it provided to You before the porting of Your mobile number to Us, We will advise You accordingly and You must pay the other supplier that amount. If You dispute the amount claimed, You must notify Us in writing. You may also be liable to pay to Us or Your previous service provider charges relating to disputes or investigations by Us or Your previous service provider arising out of the transfer of Your mobile phone service to Us;
- e. We will not accept any liability for any amounts owing by You to another service provider for services associated with the mobile number prior to the date on which We port Your mobile number to Us; and
- f. You hereby authorise Us to take all reasonable steps necessary to port Your mobile number.

4. Interim charges

For credit management purposes:

- 4.1 In this clause, a reference to contact means that We will send You an SMS and an email, provided We have Your mobile and email details ('Contact'). If We have neither, We will attempt to telephone You.
- 4.2 Where You incur excess or usage Charges that are more than twice the monthly plan fee We will Contact You (and also send a letter if We do not have an email address for You) advising You of this fact as follows:
 - a. If You are paying by credit card, We will debit Your card for all excess and usage Charges the following day; or
 - b. If You are paying by direct debit from a bank account, You must make cleared payment to Us for all excess and usage Charges within one day.
 - c. If payment is not made or received as described above, We may suspend all or part of Your Services until such payment is made.
 - d. And contact You to inform You of the situation, confirm any suspension of Service that has been imposed, and give You an opportunity to make payment.
- 4.3 If Your level of excess and usage Charges reaches more than one of these thresholds on the same day, We will apply the procedures that apply to the higher threshold. For example, If Your excess and usage Charges reach both four and six times Your monthly plan fee on the same day, the procedures in paragraph (d) above will apply.

5. Unreasonable use

- 5.1 You must follow Acceptable Use Policy when using the Our Mobile Phone Services. This policy can be found at www.voipex.com.au
- 5.2 We further reserve the right to terminate Your Mobile Phone Service if You do any of the following without Our written permission, which can be withheld at Our sole discretion:
- a. Make or receive calls or send or receive content using the Mobile Phone Service other than for Your own personal use;
 - b. Wholesale any Service, including transit, re-file or aggregate domestic or international traffic;
 - c. Use the Service, including any SIM card, in connection with a device that switches or reroutes calls to or from Our Network or the Network of any supplier;
 - d. Use the Service or a value added Service feature to switch devices which overcome the time cap on free or flat call rates, thus keeping a line open potentially for hours and limiting the ability of other customer to access Our Network or the Network of Our supplier; or
 - e. Materially breach Our Acceptable Use Policy

6. Responsibility for charges

You are responsible for paying all Charges relating to Your Mobile Phone Service even if You did not personally authorise the Services which incurred the Charges.

Details of the Charges for Our Mobile Phone Services can be found at www.voipex.com.au. We will also detail the relevant Charges applicable to Your Mobile Phone Service when You sign up for this Service.

7. Early termination fee if applicable

If You cancel the Mobile Phone Service before the term of any fixed contract term, We can charge an early termination fee equal to the monthly fixed charge for each month remaining in Your term or \$400, whichever is less.

If You have received a discounted Handset on Your Mobile Phone Service plan, then You may be liable for further early termination fees.

The terms and conditions relating to Your specific Mobile Phone Service will set out whether any such early termination fees are applicable. See www.voipex.com for this information.

Details of when the early termination fee will be applicable are set out in clause 10 of the Standard Form of Agreement.

Meanings of words

Charge means a charge specified in the SFOA or for any Service provided by Us to You.

Equipment means a 'Facility' under the Telecommunications Act 1997 and includes any line, tower, mast, antenna, tunnel, hole, pit or pole used in connection with a Service.

Network means a 'telecommunications Network' as defined under the Telecommunications Act 1997.

Service means any service that We supply to You and includes any goods or Equipment provided in connection with a service.

We/Us/Our/VoIPex means Voipex Pty Ltd ABN 66 102 443 532

You/Your means the customer who contracts with Us for a Service, including for supply of that Service to another person, or who seeks to acquire a Service from Us.