



Mobile Phone Service Agreement

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Table of Contents

1. Mobile phone services and plan information.....	2
2. SIM cards and eSIMs.....	2
3. Mobile number portability	3
4. Data usage notifications and excess data charges	4
5. Acceptable and unreasonable use.....	5
6. Responsibility for charges.....	6
7. Early termination charges.....	6
8. Coverage and service quality	7
9. Mobile devices	7
10. Other unused plan inclusions	7
11. Mobile numbers, caller identification and the IPND	8
12. Content and wholesale supplier	8
Meanings of words.....	8

1. Mobile phone services and plan information

- 1.1 We offer the Mobile Phone Services described in the applicable Plan and Critical Information Summary.
- 1.2 Before You acquire a Mobile Phone Service, We will give You, or make available to You as permitted by applicable law, the Critical Information Summary for Your Plan. The Critical Information Summary describes the principal inclusions, exclusions, Charges, minimum term and other important information applying to the Plan.
- 1.3 Information about Our current Mobile Phone Services and Plans is available at <https://voipex.com.au>. Information published on Our website does not alter the terms of an existing agreement unless the change is made in accordance with the Standard Form of Agreement and applicable law.
- 1.4 Your agreement for the Mobile Phone Service consists of Your application or order, the applicable Critical Information Summary, the Standard Form of Agreement, this Mobile Phone Service Agreement and any Plan-specific terms We give You.
- 1.5 If those documents are inconsistent, the order of priority stated in the Standard Form of Agreement applies.

2. SIM cards and eSIMs

- 2.1 We may provide You with a physical SIM card or an eSIM profile to enable access to Your Mobile Phone Service. In this agreement, a reference to a SIM card includes an eSIM unless the context indicates otherwise.
- 2.2 A physical SIM card remains Our property. You receive a limited right to use the SIM card or eSIM profile only with the Mobile Phone Service for which it was supplied.
- 2.3 You must:
 - (a) complete any reasonable activation, identity-verification or security procedure We require;
 - (b) take reasonable care to protect the SIM card, eSIM profile, Mobile Device, account credentials and associated security information from loss, theft, damage and unauthorised use;
 - (c) not copy, transfer, alter, tamper with, reverse engineer or permit unauthorised access to a SIM card or eSIM profile; and
 - (d) notify Us immediately if a SIM card, eSIM profile or Mobile Device is lost, stolen, damaged, compromised or used without authority.
- 2.4 After receiving notice under clause 2.3(d), We may suspend the affected SIM card, eSIM profile or Mobile Phone Service and take reasonable steps to prevent further unauthorised use.
- 2.5 Subject to applicable law, You are responsible for valid Charges incurred through the Mobile Phone Service before We receive Your notice under clause 2.3(d). This clause does not limit any right You may have in relation to fraud, billing error, unauthorised transfer or a failure by Us to take reasonable action after receiving Your notice.
- 2.6 We may charge a reasonable replacement or activation fee where stated in Your Plan or Critical Information Summary.

- 2.7 International roaming is available only where it forms part of Your Plan or We activate it at Your request. Availability depends on Our arrangements with overseas network operators and is not guaranteed in every country or location.
- 2.8 International roaming Charges, inclusions, destinations, usage notifications and spend-management options are described in the applicable Plan, Critical Information Summary or roaming information We provide to You. Roaming usage information may be delayed.
3. Mobile number portability
- 3.1 You may request that an active mobile number be ported to Us from another provider or from Us to another provider, subject to applicable laws, industry standards and porting procedures.
- 3.2 If You ask Us to port a mobile number to Us:
- (a) You authorise Us to initiate and complete the port;
 - (b) You warrant that You are the rights-of-use holder of the mobile number or are properly authorised to act for that person;
 - (c) You must provide complete and accurate account and identity information and complete any identity-verification process required by law;
 - (d) You must not cancel or disconnect the existing service before the port is completed, because only an active mobile number can be ported; and
 - (e) You authorise Us to disclose and obtain information reasonably necessary to process the port, route calls and messages, manage faults, prevent fraud and comply with applicable law.
- 3.3 We may refuse, pause or cancel a port request where permitted or required by law, including where:
- (a) We cannot verify Your identity or authority;
 - (b) the information supplied is incomplete or does not match the previous provider's records;
 - (c) the mobile number is inactive or ineligible to be ported;
 - (d) We reasonably suspect fraud or an unauthorised request; or
 - (e) another provider or the porting system rejects the request.
- 3.4 Porting may temporarily interrupt Your service. Only the mobile number is ported. Voicemail, diversions, stored messages, credits, applications, ancillary services and other features associated with the previous service may not transfer.
- 3.5 Porting a mobile number does not cancel or remove Charges or contractual obligations owed to a previous provider, including any applicable early termination charge. A debt owed to Us does not, by itself, permit Us to refuse or delay a valid request to port Your mobile number to another provider.
- 3.6 You are responsible for removing any account restriction, device security setting, SIM security feature or network lock that prevents a port from being completed.
- 3.7 We do not guarantee that a port will be completed by a particular time. We will process the request in accordance with applicable porting requirements, but completion may be

affected by identity checks, inaccurate information, system availability and the actions of other providers.

- 3.8 If a port is incorrect, unauthorised or fraudulent, We may take reasonable steps under applicable port-reversal procedures. You must notify Us immediately if You believe that Your mobile number has been ported without authority.
- 3.9 We will publish information at <https://voipex.com.au> explaining how customers can protect themselves from unauthorised mobile-number porting and what to do if suspected porting fraud occurs.

4. Data usage notifications and excess data charges

- 4.1 Your Plan includes the amount of data stated in the applicable Critical Information Summary. Unless the terms of Your Plan expressly state otherwise, unused included data expires at the end of each billing period and does not carry forward.
- 4.2 We will send You usage notifications when Our records indicate that You have used approximately 50%, 85% and 100% of Your included data allowance, and at any other threshold required by applicable law.
- 4.3 We will send each usage notification as soon as reasonably practicable and within the period required by applicable telecommunications laws and industry codes after We become aware that the relevant threshold has been reached.
- 4.4 Usage notifications will ordinarily be sent by SMS to the Mobile Phone Service. We may also send a notification to the email address recorded on Your account. We will not charge You for sending a usage notification.
- 4.5 You must keep Your contact details current and ensure that persons using the Mobile Phone Service are able to receive or access usage notifications sent in relation to the Service.
- 4.6 Usage information may not be available in real time. There may be a delay between:
 - (a) Your use of data;
 - (b) the Wholesale Supplier recording and providing that usage to Us;
 - (c) Our receipt and processing of the usage record; and
 - (d) delivery of a usage notification.Your actual usage may therefore be higher than the amount stated in a notification by the time You receive it.
- 4.7 If You use more than the included data allowance during a billing period, We will charge You for the total amount of excess data recorded for that billing period at the excess data rate stated in Your Plan or Critical Information Summary.
- 4.8 The excess data Charge is calculated proportionally by multiplying the total amount of excess data used, measured in gigabytes, by the applicable excess data rate per gigabyte. Excess data is not rounded up to the next whole gigabyte.
- 4.9 For example, if You use 15.5 GB more than Your included data allowance and the applicable excess data rate is \$0.50 per GB, the excess data Charge will be 15.5 GB × \$0.50 = \$7.75. This example is illustrative only. The excess data rate applying to Your Mobile Phone Service is stated in Your Plan or Critical Information Summary.

- 4.10 The total excess data Charge will be included on Your next bill after the relevant usage has been processed. The final monetary amount will be rounded to the nearest cent. All stated Charges include GST unless expressly stated otherwise.
- 4.11 Reaching a usage-notification threshold or exceeding Your included data allowance will not automatically stop or restrict Your data use unless We have expressly agreed to apply a data restriction or barring arrangement.
- 4.12 You should not rely solely on usage notifications to manage Your data use. You can obtain information about Your recorded usage by contacting Us or through any usage-monitoring facility We make available.
- 4.13 Subject to applicable law, You remain responsible for valid excess data Charges incurred using Your Mobile Phone Service, including usage recorded before or after a usage notification is sent.

5. Acceptable and unreasonable use

- 5.1 You must use the Mobile Phone Service in accordance with this agreement, Our Acceptable Use Policy and applicable laws. Our Acceptable Use Policy is available at <https://voipex.com.au>.
- 5.2 If You are an individual, You may use the Mobile Phone Service for Your personal purposes and, where applicable, for ordinary business purposes.
- 5.3 If You are a business or other organisation, You may permit Your employees, officers, contractors and other persons authorised by You to use the Mobile Phone Service for Your ordinary internal business purposes. You are responsible for ensuring that those authorised users comply with this agreement and Our Acceptable Use Policy.
- 5.4 Unless We have agreed otherwise in writing, You must not use, or allow another person to use, the Mobile Phone Service:
 - (a) to resell, supply, wholesale or commercially aggregate the Service or traffic carried using the Service;
 - (b) for transit, refile, call termination, artificial traffic generation or another arrangement under which calls, messages or data are generated primarily to obtain a financial or commercial benefit from traffic volumes;
 - (c) with a SIM box, GSM gateway, call-switching device or other equipment that switches, reroutes, aggregates or terminates traffic in a manner inconsistent with the ordinary use of a mobile service;
 - (d) to avoid, bypass, manipulate or interfere with a Charge, usage limit, technical restriction, security control or other feature of the Service or Network;
 - (e) in a way that is unlawful, fraudulent, abusive, threatening or otherwise infringes the rights of another person;
 - (f) in a way that materially interferes with, damages, disrupts or places an unreasonable load on the Network, a Wholesale Supplier's network or another customer's use of a service;
 - (g) to compromise or attempt to compromise the security, integrity or operation of the Service, Network, a SIM card or another telecommunications system; or
 - (h) in material breach of Our Acceptable Use Policy.

- 5.5 Use of a Mobile Phone Service for ordinary personal or internal business communications is not, by itself, unreasonable use merely because the volume of calls, messages or data is high. We may, however, investigate usage that reasonably appears to be inconsistent with the permitted purposes of the Service or indicates fraud, resale, artificial traffic, network interference or another prohibited use described in clause 5.4.
- 5.6 If We reasonably believe that the Service is being used contrary to this clause, We may take proportionate steps to protect You, Us, the Network, a Wholesale Supplier or other users. Those steps may include contacting You, requiring the prohibited use to stop, restricting an affected feature, or suspending the affected Service.
- 5.7 Except where immediate action is reasonably necessary because of suspected fraud, unlawful conduct, a serious security risk, material harm to the Network or an emergency, We will give You reasonable notice of the suspected breach and a reasonable opportunity to remedy it before suspending or terminating the Service.
- 5.8 We may terminate the affected Mobile Phone Service if:
- (a) the breach is material and cannot reasonably be remedied;
 - (b) You do not remedy a remediable breach within the reasonable period stated in Our notice;
 - (c) substantially similar prohibited use continues or recurs after We have warned You; or
 - (d) termination is otherwise permitted under the Standard Form of Agreement or applicable law.
- 5.9 In exercising a right under this clause, We will act reasonably and will not exclude, restrict or modify any right or remedy that cannot lawfully be excluded, restricted or modified.

6. Responsibility for charges

- 6.1 Subject to this agreement and applicable law, You are responsible for valid Charges incurred through Your Mobile Phone Service by You or a person You have authorised to use the Service.
- 6.2 Your responsibility for Charges arising from a lost, stolen or compromised SIM card, eSIM profile or Mobile Device is governed by clause 2.5.
- 6.3 You are not responsible for a Charge that results from Our billing error or that applicable law does not permit Us to recover from You.
- 6.4 Details of the Charges applying to Your Mobile Phone Service are set out in Your Plan and Critical Information Summary.

7. Early termination charges

- 7.1 If You cancel a Mobile Phone Service before the end of a fixed contract term, We may charge an early termination Charge where permitted by Your Plan, Critical Information Summary, the Standard Form of Agreement and applicable law.
- 7.2 The amount or method of calculating any early termination Charge will be stated in Your Plan or Critical Information Summary before You acquire the Service.
- 7.3 An early termination Charge applies only to the Mobile Phone Service. No device repayment or device termination fee applies to a Mobile Device sold to You outright. Any unpaid purchase price for that Mobile Device remains payable under clause 9.8, but does not arise because the Mobile Phone Service ends.

8. Coverage and service quality

- 8.1 Mobile Phone Services are not available in all locations. Coverage maps and other coverage information are indicative only and do not guarantee that the Service will be available at a particular place or time.
- 8.2 Coverage, speed, capacity and service quality may vary because of Your location, Your Mobile Device, buildings, terrain, weather, Network availability, congestion, maintenance and other factors. Calls or data sessions may be delayed, interrupted or dropped.
- 8.3 International roaming availability, coverage and Charges are subject to clauses 2.7 and 2.8.

9. Mobile devices

- 9.1 Unless We expressly agree otherwise, You are responsible for supplying a compatible Mobile Device and for ensuring that it is approved for use in Australia and on the Network.
- 9.2 We do not warrant that a Mobile Device, application or accessory supplied by You or a third party will be compatible with, suitable for or able to use every feature of the Mobile Phone Service. You should obtain compatibility and safety information from the device manufacturer or relevant supplier.
- 9.3 Mobile Devices may interfere with some sensitive electronic or biomedical equipment. You must follow applicable safety instructions and seek appropriate professional advice where necessary.
- 9.4 We may sell You an unlocked Mobile Device outright for the purchase price disclosed to You at the time of sale. Unless We expressly agree otherwise in writing, the Mobile Device is not supplied under an instalment, repayment, rental, lease or discounted-handset arrangement.
- 9.5 A Mobile Device purchased outright is a separate purchase from the Mobile Phone Service. Cancelling, suspending or transferring the Mobile Phone Service:
 - (a) does not cancel the purchase of the Mobile Device;
 - (b) does not create a device termination Charge; and
 - (c) does not, by itself, entitle You to return the Mobile Device or receive a refund for it.
- 9.6 Clause 9.5 does not limit any right or remedy You may have under the Australian Consumer Law or another applicable law, including rights relating to goods that are faulty, unsafe, incorrectly described, do not match a sample or demonstration model, or are not reasonably fit for a purpose that You made known to Us before purchase.
- 9.7 Any manufacturer's warranty applying to a Mobile Device is additional to, and does not replace or restrict, rights and remedies that cannot lawfully be excluded, restricted or modified.
- 9.8 You must pay the purchase price for a Mobile Device in accordance with the invoice or sale terms applying to that purchase. Cancelling, suspending or transferring the Mobile Phone Service does not cancel, reduce or accelerate the purchase price. The purchase price remains payable on the date specified in the applicable invoice or sale terms.

10. Other unused plan inclusions

- 10.1 The treatment of unused included data is set out in clause 4.1.

- 10.2 Unless Your Plan expressly states otherwise, You are not entitled to a refund, rebate or credit for included calls, messages or other allowances that You do not use during the applicable billing period.
- 10.3 Unused calls, messages and other inclusions expire at the end of the applicable billing period and do not carry forward unless Your Plan expressly states otherwise.

11. Mobile numbers, caller identification and the IPND

- 11.1 Mobile numbers are allocated and managed under the under the telecommunications numbering plan in force from time to time and any applicable directions of the Australian Communications and Media Authority. You do not own a mobile number allocated to Your Service. We may be required to withdraw, vary or reassign a mobile number and will give You as much notice as reasonably practicable.
- 11.2 When Your Service ends, Your right to use the mobile number also ends unless You complete an approved port of that number to another provider before the Service is disconnected.
- 11.3 Unless caller identification is blocked on Your Mobile Device or Service, Your mobile number may be displayed to the person You call. Blocking caller identification for voice calls may not prevent Your mobile number from being displayed when You send an SMS or use another messaging service.
- 11.4 We are required by law to provide prescribed customer and service information to the Integrated Public Number Database. Information held in that database may be used only for authorised purposes, including emergency services, law enforcement, national security and the provision of public number directory services where applicable.

12. Content and wholesale supplier

- 12.1 You are responsible for content accessed, sent, stored or made available using Your Mobile Phone Service. Except where required by law, We do not monitor or control that content.
- 12.2 We may supply the Mobile Phone Service using a Wholesale Supplier's Network. The availability and performance of the Service may depend on that Network and on arrangements between Us and the Wholesale Supplier.
- 12.3 To the extent permitted by law, a Wholesale Supplier is not directly liable to You in contract, tort, negligence or otherwise for a Service We resupply to You, or for any delay, interruption or failure in that Service. Nothing in this clause excludes, restricts or modifies a right or remedy that cannot lawfully be excluded, restricted or modified.

Meanings of words

ACMA means the Australian Communications and Media Authority.

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

Critical Information Summary means the summary We provide for a particular Plan in accordance with applicable telecommunications consumer protection requirements.

IPND means the Integrated Public Number Database.

Mobile Device means a device capable of using a mobile network to send or receive voice, messages or data.

Mobile Phone Service means the mobile carriage service We supply to You under this agreement.

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

Plan means the pricing, inclusions, term and other plan-specific conditions applying to Your Mobile Phone Service.

Service means a telecommunications service that We supply to You under Your agreement, including the Mobile Phone Service and any related service feature, but excluding a Mobile Device sold to You outright unless the context requires otherwise.

SIM card means a physical or electronic subscriber identity module used to identify and authenticate Your Mobile Phone Service on the Network.

SMS means Short Message Service.

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

Wholesale Supplier means a third-party supplier whose network or services We use to supply the Mobile Phone Service to You.

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.