

Mobile service description

1. About the service

This Service Description applies to our provision to you of mobile voice and data connectivity which enables you to use your mobile handset to:

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

Calls made using the Service can terminate to:

- a. Australian national geographic numbers (by dialling the national area code relating to the call number and the called number);
- b. mobile numbers (by dialling the mobile number which begins with the prefix 04); and
- c. most international long-distance numbers (by dialling 0011 + the relevant country access code + the relevant area code (if applicable) + the called number).

2. Applicable terms and conditions

This Service Description forms part of our Agreement, in conjunction with:

- a. your Application;
- b. the General Terms;
- c. our Acceptable Use Policy for Mobile Plans; and
- d. the Payment Schedule.

3. Mobile plan specifics

- a. The applicable included values, data, rates and pricing for each Mobile Plan are set out in our Pricing Schedule.
- b. You will need to use a SIM card provided by us to connect to this Service. If you do not already have a SIM with us, we will supply you with a SIM as indicated on your Application.
- c. We may charge you a fee to provide you with a replacement SIM card.
- d. If you haven't already activated your Service before, we reserve the right to automatically activate your Service on the 28th day after you complete the sign-up process. We will endeavour to make contact with you before this time to assist you with this process.
- e. The included data in a Mobile Plan is not split into on/off peak periods and both upload and download traffic are counted.
- f. If you go over the included data for that billing period, you will be charged for excess data usage. Any unused included data is forfeited and does not rollover.
- g. Usage monitoring: It is your responsibility to monitor your call and data usage. Real time call and data monitoring is not currently available. There will usually be a delay of 48 hours (or in some instances longer) in usage information for this Service.
- h. All international calls and SMS/MMS rates are charged per the current international rates that can be found on our Webpage.
- i. International Roaming rates are subject to change without notice, due to fluctuations in international currency exchange rates and changes to charges imposed by overseas networks.

- j. We make no guarantee regarding the quality and availability of coverage or any services (e.g. SMS, GPRS) when you are roaming.
- k. All International roaming charges are charged separately and are excluded from your Mobile Plan's included value.
- l. Charges apply for both making and receiving calls when roaming overseas.
- m. International Roaming charges can take up to 90 days to appear on your bill.
- n. You need to enable international roaming in order to use it in your Service. To enable the international roaming feature, you need to contact our customer support centre. You will hear an automated recording of the terms for this feature, and you will need to verbally accept those terms.

4. Product features

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

Voice features	Residential plans	Business plans	Activation	Access via Online Self Service
124 YES	Yes	Yes	N/A	No
Caller Line Identification (CLI)	Yes	Yes	Yes	Yes
Call Diversions	Yes	Yes	Yes	Yes
Call Barring	Yes	Yes	Yes	Yes
Call Hold/Wait	Yes	Yes	Yes	Yes
International Roaming	Yes	Yes	No	No
Voicemail	Yes	Yes	Yes	Yes
Voicemail Call Recall	Yes	Yes	N/A	No
Voicemail Call Return	Yes	Yes	N/A	No
Group Voicemail	Yes	Yes	N/A	No
Fly Mailbox	Yes	Yes	Yes	No
Missed Call Service	Yes	Yes	N/A	No
Messaging Features				
Short Messaging Service (SMS)	Yes	Yes	Yes	No
Premium SMS (PSMS)	Yes	Yes	Yes	Yes
Multimedia Messaging Services (MMS)	Yes	Yes	Yes	Yes
SMS Chat	No	No	No	No
SMS to Inbound Services	Yes	Yes	Yes	No
Data features				
WAP	Yes	Yes	Yes	No
Data (2G, 3G, 4G)	Yes	Yes	Yes	No

5. Mobile number portability

5.1 Selection and assignment of phone numbers

- a. All mobile phone numbers are selected, issued and used in accordance with the telecommunications numbering plan and any numbering instruments issued pursuant to the Telecommunications Act.
- b. You acknowledge that in order to comply with these requirements or with the requirements of any regulatory authority which administers phone numbers, we may be required to vary, withdraw, suspend or reassign a phone number assigned to your access line. We will give you as much prior notice as is reasonably practicable.
- c. We are responsible for selecting and assigning the mobile phone number for a service unless you Port your phone number to us from your previous supplier.

5.2 Porting your number

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

- a. if your mobile phone number is declared portable in accordance with the porting requirements administered by the relevant regulatory authority and no exemption from such obligations has been granted; and
- b. subject to availability and technical and commercial considerations.
- c. The Porting of your mobile phone number will be conducted in accordance with the relevant Communications Alliance codes. If you have Ported your mobile phone number from another service provider and the Service is subsequently terminated under our SFOA or you terminate the Service without reconnecting to another service provider, you will no longer have the right to use that mobile phone number. Similarly, if you Port your mobile phone number from us to another service provider and are then disconnected you will no longer have the right to use the mobile phone number.
- d. In order to Port your mobile phone number to us, you must make a request in your Application. You warrant to us that all information supplied by you in your Application is complete and correct. You indemnify us against (and pay us for) any loss, liability, claim, damage, costs, expenses and charges reasonably incurred by us as a result of, or in connection with, the Porting of any number to us which you authorise us to Port but which number has not been validly assigned or allocated to you, or otherwise in connection with any incorrect or incomplete information supplied by you.
- e. Your previous telephone provider may charge you for Porting and there may be other costs and obligations such as early termination fees payable to your previous telephone provider. You indemnify us against all such fees and charges.
- f. During the process of Porting the phone number from another supplier's network to us there may be a brief period when the service is interrupted.
- g. We are not liable to you for any expense or loss incurred by you due to:
 - i. any variation, withdrawal, suspension or reassignment of a number; or
 - ii. you ceasing to have the right to use a number.

6. Directory listing

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

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

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

7. Service cancellation

- a. You and we may cancel the Service at any time in accordance with our Agreement.
- b. If you cancel the Service during a contract period of a Fixed Term contract, then you may have to pay an Early Termination Fee.
- c. If the Service is cancelled under the Agreement, you authorise us to delete any files, programs, data and email messages stored for your account.

8. Plans and pricing

- a. You must pay the charges for the Service in accordance with the General Terms.
- b. Any applicable Installation Fees must be paid at the time of your application to us for the Service. You will be charged your first month's Service monthly fee, along with any ancillary fees, when the Service is activated and each month thereafter on the same day of the month.
- c. The charges for the Service or Services we provide you will depend on the options and features you have selected in your Application.
- d. Your first bill will be for the monthly charge set out in the Payment Schedule, and your last bill will be prorated based on the termination date unless we only allow termination to be effective at the end of the billing cycle.
- e. We will bill you for recurring or fixed charges, in advance (for example, line rental charges) commencing from the Service Commencement Date.
- f. We will bill you for variable charges, in arrears (for example, call charges).

9. Mobile premium services

9.1 What are mobile premium services?

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

9.2 Mobile premium service subscriptions

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

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

9.3 Barring Mobile Premium Services

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

9.4 Examples of Mobile Premium Services

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

Premium SMS services include but are not limited to:

- a. Ringtones;
- b. Games;
- c. Wallpapers;
- d. Text and win competitions;
- e. Text and win trivia;
- f. SMS voting;
- g. SMS jokes & horoscopes;
- h. SMS weather alerts

Premium voice services include but are not limited to:

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

9.5 More information about mobile premium services

The Communications Alliance produce an industry code for mobile premium services which can be found at: www.commsalliance.com.au/Documents/all/codes/c637.

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

10. Acceptable Use Policy

The Accord Acceptable Use Policy for Mobile Plans also applies to the Service which can be found at: www.accordconnect.com.au/pdf/acceptable-use-policy-mobile.pdf

11. Definitions

Acceptable Use Policy for Mobile Plans means Accord's Acceptable Use Policy for Mobile Plans which can be found at www.accordconnect.com.au/pdf/acceptable-use-policy-mobile.pdf

Application means an application made by you for the provision of Services by us, made by way of an online form approved by us;

Billing Policy means the policy set out in our Pricing Schedule

General Terms means Accord's Standard Form of Agreement which can be found at www.accordconnect.com.au/pdf/standard-form-of-agreement.pdf

Communications Alliance means Communications Alliance Ltd ACN 078 026 507.

Mobile Plan means the options described in the Pricing Schedule.

Optus means the business listed on the Australian Stock Exchange as Singapore Telecommunications Ltd (SGT) and also the carrier used to supply the Mobile services.

Pricing Schedule means Accord's Pricing Schedule for each Mobile Plan with can be found at www.accordconnect.com.au/pdf/pricing-schedule.pdf

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

SIM means a portable memory chip used in cellular telephones.

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