

# Our Customer Relationship Agreement

## MOBILE SERVICE DESCRIPTION

**TransACT Capital Communications Pty Limited** ACN 093 966 888

Phone: 13 30 61

1/502 Hay Street, Subiaco WA 6008

**17 September 2013**

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Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of our CRA or in clause 24 of this Service Description.

### **1. ABOUT THE MOBILE SERVICE DESCRIPTION**

#### *Our Customer Relationship Agreement*

- 1.1 This is the Mobile Service Description which forms part of our CRA under which we supply mobile phone and mobile broadband services to you.
- 1.2 The General Terms of our CRA, and the other documents listed in clause 1.2 of the General Terms, also apply to the Mobile Service.

### **2. MOBILE PHONE SERVICE**

- 2.1 The mobile phone service gives you:
  - (a) the ability to make and receive mobile phone calls;
  - (b) the ability to access SMS and other General Services; and
  - (c) the use of a mobile phone number.
- 2.2 Your ability to make international calls or to use international roaming using the service is subject to our express approval.
- 2.3 You are responsible for enquiring whether mobile coverage is available in the area in which you require the service.
- 2.4 Subject to the Consumer Guarantees, we will use our best efforts to provide the service to you, however as the provision of the service involves reliance on networks and technology that we do not own, we make no warranty in relation to the performance or characteristics of the service. In particular you agree and acknowledge that we are unable to promise that the service will be:
  - (a) continuous; or
  - (b) fault-free.
- 2.5 The service is not available in all parts of Australia. Maps of the areas in which the service is generally available can be obtained on request.

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- 2.6 International roaming is not available in all countries. A list of countries in which international roaming is available on the TransACT website.
- 2.7 To make and receive video calls, you must be in a 3G coverage area. The person you are calling or receiving a call from must have a 3G phone and be in a 3G coverage area. TransACT mobile 3G network coverage is available only in selected areas.
- 2.8 International video calls are limited to mobile phones in certain countries.

### **3. CONNECTION AND ACTIVATION OF THE MOBILE PHONE SERVICE**

- 3.1 To activate your account and access the service:
- (a) for TransACT mobile Multi-SIM, TransACT mobile Premium 39 and SIM only TransACT mobile plans you need to take delivery of your SIM card at your registered address and contact us to activate your account in accordance with the procedures found in the user guide;
  - (b) for TransACT mobile plans that include a mobile handset, or where you have opted to pay a Monthly Rental with one of TransACT mobile plans, your account will be activated automatically on the next Business Day from the date you take delivery of your SIM card and the handset at your registered address.
- 3.2 We cannot provide the service unless and until:
- (a) we have approved your application (including requiring any security bond);
  - (b) you have confirmed with us that the SIM card(s) have been delivered to your Registered Address (or for handset rental plans, when TransACT has received confirmation that you have accepted/received delivery of the SIM card and handset); and
  - (c) you have completed and returned to us any documentation required by us to provide you with the service.

### **4. YOUR MOBILE PHONE SERVICE NUMBER**

- 4.1 In accordance with the ACMA's Telecommunications Numbering Plan 1997 you cannot own your service number.
- 4.2 If your application is successful and you are not porting a service number from another service provider we will allocate you with a service number that will be your mobile phone number.
- 4.3 You acknowledge that we may need to change your service number from time to time and that you will not claim goodwill or any other proprietary rights in your service number.
- 4.4 As part of your application you may ask us to search our service number database for a particular number. If this number is available it may be issued to you upon acceptance of your application.

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- 4.5 You agree that we may charge you to:
- (a) search for specified numbers; and
  - (b) reserve specified numbers while your application is being processed by us.

### **5. CHANGING YOUR MOBILE PHONE SERVICE NUMBER**

- 5.1 You may request us to change your service number, however, a charge may be applicable to each change.
- 5.2 We will waive any charge applicable to changing your service number if the change is necessary due to nuisance or un-welcome calls.
- 5.3 From time to time in order to comply with the ACMA's Telecommunications Numbering Plan 1997 and other regulations and directions relating to numbering published by the ACMA, we may be required to change your service number. In such a case, we will give you as much notice as reasonably possible.

### **6. YOU MAY PORT YOUR MOBILE PHONE SERVICE NUMBER**

- 6.1 You may port any service number listed on your account to another service provider. Where this occurs you agree that:
- (a) charges may apply as a consequence of a transfer from us to another service provider;
  - (b) any outstanding charges remaining on your account are your responsibility; and
  - (c) the porting may result in disconnection of any related services such as voicemail, paging and data services, silent numbers, priority assistance or other General Services.

### **7. MOBILE BROADBAND SERVICE**

- 7.1 The mobile broadband service provides access to the internet over a wireless network we acquire from a wholesaler, and we resell that access to you. The wireless network is owned by Vodafone Australia.
- 7.2 Coverage for the mobile broadband service is not available in all areas. It is your responsibility to establish whether the location at which you wish to use the mobile broadband service has coverage. To assist you we provide coverage maps which are available on our website.
- 7.3 We do not guarantee that your connection to the internet will achieve any specific speed at any given time. Actual speeds will vary due to factors such as distance from the network point of presence, the capacity and load of that point of presence, your hardware and software, the number of individual end users using the service at the same time and the source of the content you are accessing.
- 7.4 We will use due care and skill in providing the Service in accordance with the Consumer Guarantees. Subject to the Consumer Guarantees, we cannot promise that the Service will be continuous, fault-free or accessible at all times, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us).

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- 7.5 All traffic, both downloads and uploads are counted towards your quota allowance. Any unused part of your quota allowance expires at the end of the month and is not carried over to the next month. When your usage exceeds your allowance you will be charged at the rate specified in your plan.
- 7.6 In order to use the mobile broadband service you will need to obtain from us a USB internet stick or a computer tablet.
- 7.7 You can purchase a tablet device from TransACT as part of your service under an instalment plan, where the full cost of the table is equally split over the 24 month term of the contract in addition to the monthly access fee for your selected mobile broadband plan. You must maintain an eligible mobile broadband plan with TransACT for the term of the instalment plan. If you cancel or otherwise change the terms of your TransACT the remaining amount owing on the instalment plan will be invoiced to your account, and charged during your next billing cycle (in addition to all other remaining service charges).
- 7.8 The applicable charges for the mobile broadband service are set out in the Pricing Schedule.

### **8. USE OF THE SERVICE**

- 8.1 You must not and must ensure that no-one else (including any authorised user) uses the service for any purpose that:
- 8.2 You must only use the service to make or receive calls or other mobile telecommunications services on the service network. You must not:
- (a) transit, refile or aggregate telecommunications traffic of any kind on the service network; or
  - (b) use the service in connection with a device that switches or reroutes calls to or from the service network.

### **9. USE OF THE SERVICE IS YOUR RESPONSIBILITY**

- 9.1 While we will use our best endeavours in providing the service, you use it at your own risk. You are responsible for:
- (a) the calls made and messages sent;
  - (b) the content or software downloaded and the effect it may have on products or the service or any other equipment owned or operated by you;
  - (c) the products and services purchased via your account or service;
  - (d) the information provided to others;
  - (e) the installation or use of any equipment or software whether provided by us or not;
  - (f) the modification of any settings or data on your service or related services or equipment whether instructed by us or not;
  - (g) the personal supervision of any users (including authorised users) under the age of 18 who use the service;

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- (h) the lawfulness of your activities when using the service and accessing any sites and third party content; and
- (i) charges arising from the billing of multiple SIM card(s) to your account.

9.2 Unless agreed with us otherwise, you are responsible for:

- (a) the purchase, installation, configuration, and maintenance of suitable equipment and software to access the service;
- (b) using any product and software in accordance with relevant legislation, guidelines and instructions; and
- (c) any misuse of the service that results in loss to us or third parties.

9.3 You must only use equipment in connection with the service that complies with relevant technical standards (including using only approved mobile devices listed on the Vodafone website [www.vodafone.com.au](http://www.vodafone.com.au) and other relevant requirements. For certain relevant standards see the ACMA's website at: [www.acma.gov.au](http://www.acma.gov.au).

### 10. LIMITS ON USE OF SERVICE

10.1 In addition to our Acceptable Use Policy we may place Content Limits and Air Limits on your service.

### 11. GPRS

11.1 GPRS may only be accessed with GPRS compatible phones.

11.2 Subject to the Consumer Guarantees, we do not represent, warrant or guarantee the extent to which a GPRS compatible phone will be able to access information on the internet or elsewhere.

11.3 You acknowledge that:

- (a) your ability to access, use and download information using the GPRS will depend on the features and functionality of your equipment or handset and the nature and quality of the information being accessed;
- (b) the GPRS may be subject to congestion, delays and/or loss of transmitted data;
- (c) GPRS data speeds may vary depending on the network connected to (3G or 2.5G – the 2.5G network is generally slower);
- (d) the GPRS coverage area may be smaller than the coverage area of other services; and
- (e) you will comply with all conditions imposed by a content provider when accessing content using the GPRS.

11.4 You agree that:

- (a) you are responsible for all equipment and software necessary to use the GPRS as well as for the security and integrity of any information or messages or content you transmit or receive using the GPRS;

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- (b) we do not check and are not obligated to you to monitor the content of information or material available from the GPRS or the internet and that we are not liable for loss or damage suffered by you or any other person as a result of using information or material obtained using the GPRS to access the internet, including but not limited to, loss or damages caused by a virus; and
  - (c) you will not use the GPRS for any activities which breach any laws, standards or codes or infringe a third party's rights or breach any statements, content requirements or codes promulgated by any relevant authority including activities which will require us to take remedial action under any applicable industry code or in a way which interferes with other users or defames, harasses, menaces, restricts or inhibits any other user from using or enjoying the GPRS or the internet.
- 11.5 The terms and conditions in this clause 11 are the GPRS specific terms and conditions. Where there is any conflict between the GPRS specific terms and conditions and the other terms of this Service Description as they relate to GPRS services, the GPRS specific terms and conditions prevail.

### **12. PRODUCTS**

- 12.1 If the product is lost, damaged, stolen or detained you must promptly notify us and we may charge you a fee for any lost, damaged, stolen or detained product.
- 12.2 If a product or other access device you are using interferes with the operation of the service network you must, on our reasonable request, provide that product or access device to us to inspect and cease using that product or access device until we confirm that it may be used to access the service.

### **13. SIM CARDS**

- 13.1 You may require a SIM card to access the service. Your SIM card will be delivered by normal post a courier service to your registered address. The process for activation of your SIM card is set out in clause 3 and the user guide.
- 13.2 We own the SIM card and you must return your SIM card if reasonably requested by us to do so.
- 13.3 If you require a replacement SIM card we may charge you a replacement fee.

### **14. HANDSETS**

- 14.1 You can purchase a handset from TransACT as part of your service, by choosing one of the following options:
- (a) by paying for the handset in full at the point of sale; or
  - (b) by signing up to an eligible TransACT mobile plan and an instalment plan, where the full cost of the handset is equally split over the 24 month term of the contract in addition to the monthly access fee for your selected mobile plan.
- 14.2 You will own the handset from the time that it is delivered to you, and will be solely responsible for the handset (subject to the terms and conditions of this agreement) from that time.

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- 14.3 If you purchase a handset from TransACT under option (b) of clause 14.1:
- (a) you must maintain an eligible mobile voice plan with TransACT for the term of the instalment plan;
  - (b) you must pay the first instalment with your first bill and the remaining instalments by the due date set out on your TransACT bill; and
  - (c) if you cancel or otherwise change the terms of your TransACT account (including by upgrading your handset), you will be liable for any remaining outstanding handset rental instalments owing under your plan for the remainder of the contract period (in addition to all other remaining service charges).

## **15. YOU MAY SUSPEND OR TERMINATE THE SERVICE**

15.1 At any time you may request termination or suspension of your service or where applicable individual SIM cards connected to your account by notifying us by one of the following methods:

- (a) by mail addressed to:  
  
Customer Care (mobiles)  
TransACT Pty Ltd  
PO Box 1006  
Civic Square ACT 2608  
  
or such other address as set out in the Pricing Schedule from time to time;
- (b) by facsimile addressed to Customer Care (mobiles) and sent to: (02) 6229 8011 or such other number as set out in the Pricing Schedule from time to time;
- (c) by telephoning us on 13 30 61 (between the hours set out in the user guide) or such other numbers as set out in the Pricing Schedule from time to time; or
- (d) by email: [customer.care@transact.com.au](mailto:customer.care@transact.com.au) or such other email address as set out in the Pricing Schedule from time to time.

15.2 Within a reasonable period of our receipt of your request we will terminate or suspend your service or the particular SIM card notified to us under clause 15.1.

15.3 Termination of this agreement will result in termination of all SIM cards/service numbers connected to your account.

## **16. WE MAY SUSPEND OR TERMINATE THE SERVICE**

16.1 We may suspend or terminate your service or any authorised user's access to your service, without notice where we have provided you with at least 5 Business Days' notice after you exceed the amount of your Air Limit or Credit Limit.

16.2 We may suspend or terminate your service or any authorised user's access to your service or reroute calls from your service after providing you with reasonable notice where:

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- (a) you inform us that you have lost your SIM card; or
- (b) you do not use the service to make a voice call or send an SMS or MMS in any three month period.

16.3 We may also terminate your service if your service has been suspended for longer than 6 months.

### **17. CONSEQUENCES OF TERMINATION**

17.1 When this Agreement terminates or expires:

- (a) you must immediately return your SIM card to us; and
- (b) pay all charges that will be due and owing up to the date of termination or expiration (whichever is applicable).

### **18. BLOCKING HANDSETS**

18.1 You may ask us to block or unblock the use of your handset.

18.2 We do this by invalidating the IMEI number of the handset.

18.3 Subject to clause 18.6 and provided that you have supplied us with the IMEI number of your handset or we hold those details in our records, we will attempt to carry out your request.

18.4 Once a handset is 'blocked' it may only be used to make calls to emergency services and some customer service numbers.

18.5 If you believe that we have blocked the use of a handset by mistake or if you have recovered a lost or stolen handset you may ask us to unblock the use of a handset.

18.6 We may block the use of any handset where we reasonably believe that a handset has been lost or stolen or, where we have received a list of blocked IMEI numbers from another service provider (under the Intercarrier IMEI Blocking Initiative).

18.7 If we reasonably believe two handsets have the same IMEI numbers we may block or unblock either handset at our discretion.

18.8 Once we have blocked a handset we will provide the IMEI number of that handset to other service providers in accordance with the Intercarrier IMEI Blocking Initiative. Other service providers may then block that handset on their network.

18.9 We are unable to guarantee when other service providers will block handsets via the Intercarrier IMEI Blocking Initiative.

### **19. BLOCKING SIM CARDS OR NUMBERS**

19.1 In accordance with clause 16 you may request us to suspend or disconnect your service or individual SIM cards where a SIM card has been misplaced or stolen.

19.2 If a SIM card on your account is lost or stolen you must notify us immediately to suspend or disconnect your service or the SIM card.



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19.3 You are liable for any charges incurred in relation to a lost or stolen SIM card prior to notification to us that the SIM card has been lost or stolen and the SIM card suspended or disconnected.

19.4 We may charge you for a replacement SIM card.

### **20. KEYWORDS AND PASSWORDS**

20.1 Keyword, usernames, pass codes or passwords may from time to time be issued or selected by you or your Authorised Users in relation to the use of the service or accessing your account. You and the Authorised Users must not disclose to any person your keyword or usernames, pass codes or passwords and we take no responsibility should you or the Authorised Users do so.

20.2 You acknowledge and agree that you are responsible for the security of your keyword or usernames, pass codes or passwords created for the secure transmission of your information, and agree to take all appropriate measures to prevent others having unauthorised access to your keyword or usernames, pass codes or passwords. We will not be liable for any loss or damage suffered by you or Authorised Users due to the unauthorised use of your keyword or usernames pass codes or passwords.

### **21. SECURITY AND PRIVACY**

21.1 You acknowledge that, if you do not ask us to block the caller number display service, your service number may be displayed to parties you call.

21.2 You acknowledge that when sending a message using the SMS or MMS, your service number or name may be displayed to the parties you send the message to and that your service number or name cannot be blocked in relation to SMS or MMS.

21.3 You acknowledge and agree that we do not guarantee the security of information conveyed over the service network and that we are not liable to you for any loss or damage resulting from the diversion, publication, corruption or inappropriate or unlawful use of any information provided over the service network to or from any third party.

### **22. WARRANTY**

22.1 Subject to the Consumer Guarantees, we do not warrant that the service will be provided on an uninterrupted or fault-free basis. The service can only be used in Available Service Areas and at certain times or locations you may not be able to use the service, for example because of weather conditions or in some buildings or parts of buildings like an elevator, basement or car park.

### **23. MISCELLANEOUS**

23.1 We may pay commissions to any person who introduces you to us.

23.2 Termination or expiry of this agreement for any reason does not:

- (a) affect any rights or obligations of the parties which by their nature survive termination, or expiry, including clauses 17.1, 21, 23.2 and 24; and

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- (b) waive any breach of this agreement, and is without prejudice to and does not limit any rights, remedies, liabilities or obligations of either party which have accrued up to the date of termination or expiry, including the right of indemnity.

### 24. DICTIONARY

**Absolute Credit Limit** means the amount that we have assessed as being the total amount that your account may reach at any point in time.

**ACMA** means the Australian Communications and Media Authority.

**Advance payment** means a payment payable by you against future charges likely to be incurred on your account.

**Air Limit** means a usage limit we may impose on your use of the service as notified by us. Your air limit is set out in the Pricing Schedule and may change from time to time.

**Assessment Policies** means the policies used by us to assess credit worthiness.

**Authorised Users** means those persons authorised to access your account and use the service in accordance with clause 7.

**Available Service Area** means locations in which the service network is capable of providing service. Information on coverage areas is available by contacting us.

**Contact Centre** means our customer contact centre used to receive and respond to your enquiries and concerns. The Contact Centre may be contacted via phone, mail or email. See the TransACT website or phone 13 30 61.

**Content Limit** means the monthly usage limit we may place on your mobile service. Your content limit is published in the Pricing Schedule for the service and may change from time to time.

**Credit Limit** means the amount of credit we are willing to allow you to access in terms of unpaid charges on your account as a result of our assessment policies.

**Credit Management Action** means any action undertaken by us or another party acting on our behalf to:

- (a) limit or manage your access to our service to ensure payment for use of the service;
- (b) manage payment of your account;
- (c) assessing your existing or on-going credit worthiness.

**General services** means the services we provide that are designated by us as general services and may include WAP, MMS, directory assistance and similar features and services. The Pricing Schedule sets out which services we have designated as general services.

**GPRS** means general packet radio service which is a GSM based data service supported on 2.5G and 3G mobile networks.

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**GPRS specific terms and conditions** means those terms and conditions set out in clause 11.

**GSM** means Global System for Mobiles and is a digital cellular network standard used to supply mobiles services.

**Handset** means a mobile handset provided by TransACT to you in accordance with clause 14.

**IMEI numbers** means the International Mobile Equipment Identity Number, being a unique number assigned to a mobile handset by the mobile handset manufacturer.

**Integrated Public Number Database** has the same meaning given to it in the *Telecommunications Act 1997* (Cth).

**Intercarrier IMEI blocking initiative** means the initiative introduced by the Australian Mobile Telecommunications Association.

**International roaming** means use by you of the service from a country other than Australia.

**Keyword** means the secret word chosen by you in your application as a means to confirm or assist to confirm your identity.

**MMS (Multimedia Messaging Service)** means a message system allowing the sending of still and video colour images, graphics, audio files and text via the service network.

**Monthly Rental** means the amount specified as such in the application.

**Plan** means any plan for the provision of the service agreed to by you and us and as specified in your application.

**Product** means any product provided by us under this agreement for use with the service.

**Security bond** means the security bond in an amount nominated by us that you provide under clause 3.2(a).

**Service** means any and all of the digital mobile telecommunications or data services we provide to you under this agreement including the connection to the service network, any General Services and customer support services.

**Service network** means the Vodafone digital mobile network or other network which allows you to receive or use the service.

**Service number** means the telephone number(s) used in connection with the service whether issued by us or ported from another service provider.

**SIM card** means the subscriber identity module card(s) owned by us and provided to you to allow you and the Authorised Users (if any) to access the service.

**SMS** means a short message service that allows sending of text based messages consisting of 160 characters including spaces.

**Third party services** means the services provided by third parties to you.

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**User guide** means the user guide for the service as amended and available from the TransACT website.

**WAP (Wireless Application Protocol)** means a network dependant service that makes it possible to access specially written pages on the internet via a compatible mobile phone.

**2.5G** means 2.5 generation mobile service which provides packet switched data service.

**3G** means 3<sup>rd</sup> generation mobile service which provides packet switched data at a higher data speed.