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## STANDARD FORM OF AGREEMENT

### SERVICE TERMS – MOBILE

#### 1. Mobile Service

- 1.1 ACN's Mobile Service (called 'Mobile' and 'Mobile Broadband' on our Website) comprises the services described in these Service Terms – Mobile, and is a public mobile telecommunications service (PMTS) utilising capacity on the Optus Digital Mobile Network and enabling you to make telephone calls to other telephone numbers, send/receive SMS and MMS messages, send/receive data and connect to the internet (either via a phone handset or a data-only device) subject to interconnection agreements between Suppliers.
- 1.2 The Service also provides you with access to content via the ACN Pulse and Optus Zoo portals. The terms, conditions and charges applicable to these portals (and the content contained therein) are the same as those set out in the *Optus Zoo Terms of Use* and in *Appendix Y of Optus's Standard Form of Agreement for Digital Mobile Service* as amended from time to time, and are deemed incorporated into these Service Terms – Mobile, amended so that ACN stands in the place of Optus. Data usage Charges associated with the delivery or request of content will also apply in accordance with your Plan.

#### 2. Supply of the Services

- 2.1 We will provide you with the Service in Optus coverage areas relevant to the Service. Information regarding these coverage areas is available on our Website. You should ensure that the coverage areas suit your particular needs.
- 2.2 Even in areas where coverage is available, it is technically impossible for us (or our Network Provider) to guarantee that:
- (a) the Service is available in each place within an area where there is coverage;
  - (b) 'drop-outs' will not occur during a call or data session; or
  - (c) there will be no congestion on our network.
- 2.3 Roaming coverage is not available in all countries or within all areas of those countries where roaming is available. In countries where roaming is available, the roaming partner carriers on whose network you may roam and the Charges applicable to roaming are subject to change without notice to you. You may obtain information as to roaming coverage and Charges from our Customer Service Centre or from our Website.
- 2.4 To protect consumers from illegal trade in mobile devices, if we have a reasonable belief that your mobile device is stolen, we may ask you to provide proof of ownership of your mobile device. If we ask you to provide proof, you must provide us with that proof within ten (10) business days. Where you do not provide that proof we reserve the right to suspend or cancel the Service without notice to you.
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### **3. SIM cards**

- 3.1 Connection to the Service requires a Subscriber Identity Module (SIM) which, when inserted in a mobile phone or data-only device, allows that device to make and receive calls and transfer data. The SIM records your mobile service number and other specific customer information such as call diversion conditions and call access restrictions. The SIM is provided as part of the Service and is issued to you upon connection.
- 3.2 The SIM remains the property of our Network Supplier. Risk of loss or damage to the SIM passes to you on delivery to you.
- 3.3 We will replace your SIM:
- (a) at your cost, if you lose or damage your SIM, or your SIM is stolen; or
  - (b) at our cost, if we upgrade the SIM to support new functionality.

### **4. Plans**

- 4.1 Different Plans are available subject to technical availability and your customer classification (that is, Residential or Small Business), with variations in Charges and other terms and conditions. Information about our Plans (including applicable Charges) may be found on our Website. Any credits, discounts and bonuses applicable to a particular Plan cannot be accumulated beyond the month in which they are accrued. The value of these credits, discounts and bonuses cannot be transferred between customers or an individual customer's accounts, or redeemed for cash, even at account closure.
- 4.2 Where offered on a monthly invoicing period basis, the Charges and any applicable credits, discounts and bonuses are pro-rated according to the portion of the invoicing period over which the Plan was applied.
- 4.3 Some call and event types, including international calls, international roaming calls, calls to special numbers (e.g. 1900), premium and third party SMS/MMS, calls to special 1300 and 13 numbers not charged at Plan specific rates, operator assisted calls and calls to Directory Assistance (1223) are always ineligible for Plan discounts, including free calls, prepaid calls, included calls and minimum monthly spend requirements unless we expressly say otherwise.
- 4.4 Should you inadvertently choose a Plan that is not available to you, or not available for your service type or customer classification, or your eligibility for a Plan changes, we may automatically change your Plan by applying the appropriate Plan to your Service, without notice to you.
- 4.5 You may switch to an available Plan upon request, subject to any specified notice period or special restrictions in relation to certain Plans as specified, and provided that you agree to pay any Plan change fee or early termination fee applicable to your existing Plan. We may waive this fee in limited circumstances at our discretion.
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- 4.6 Unless we expressly say otherwise, Charges for telephone calls made using the Service are based on thirty second intervals and are rounded to the nearest cent. Charges for part of a thirty second interval will be rounded up to the next one minute interval.
- 4.7 If a Do Not Bill Order or an Interim Do Not Bill Order is in force in relation to a premium SMS or MMS service at the time that you use that service, we will not bill you for, or collect Charges in relation to, the supply of that service.

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