



Locall Australis Mobile Phone Terms of Service

Introduction

A. You wish to access Locall Australis's Mobile Phone service as advertised or viewed at www.australis.net (" Service ").

B. Locall Australis agrees to provide the Service to you on the terms and conditions outlined in this Agreement or as varied by notice from time to time and set out at the following Internet address www.australis.net/conditions (" Terms and Conditions ").

C. You acknowledge that your Application for Mobile Phone services from Locall Australis and the physical activation of those services as detailed in application, bind you to Locall Australis's Terms and Conditions for a Mobile Phone Service.

1. THE SERVICE

1.1 The service, depending on the plan chosen by you and subject to any restrictions or limitations we impose or that arise from the type of equipment you own, allows you to:

(a) make calls from and receive calls to your mobile phone,

(b) send content from and receive content to your mobile phone,

(c) send content from and receive content to a computer using your wireless broadband device, and

(d) use a range of value added service features, on a mobile network for your own personal or business use only.

1.2. The service is not available in all areas in Australia . Certain functionality, such as fast data transmission speeds using 3G, is only available where we have 3G coverage. Coverage maps are available on request. Roaming is not available in all countries or in all places within countries.

2. SIM CARDS

2.1. Connection to the mobile network is by way of a SIM which is installed onto a mobile device owned by you (unless otherwise set out in a Plan). The SIM that we

244 Noalimba Ave Kentucky NSW 2354
Sales Ph. 1800 288871, Support Ph. 1300 722 050 Fax. 02 6778 7419
ABN 31 147 945 686
www.australis.net info@australis.net



provide to you is our property and we may request that you return the SIM to us at any time for replacement. You must not interfere with the SIM.

2.2. We are not responsible for any lost or stolen SIM. You must notify us as soon as possible if the SIM we have given you is lost or stolen and we will bar outgoing calls, suspend the service or activate IMEI blocking on your mobile phone.

2.3. You are responsible for all charges for calls made using the lost or stolen SIM up until the time you notify us that your SIM card has been lost or stolen and we bar outgoing calls, suspend the service or activate IMEI blocking.

2.4. Unless you are otherwise in breach of the agreement, we will replace the SIM card (including where your mobile phone has been lost or stolen or the SIM card has been damaged), and may charge a replacement fee.

3. TERMS SPECIFIC TO WIRELESS BROADBAND SERVICES

3.1. The service is only available to customers within the Optus GSM or 3G-HSDPA coverage area and is subject to network availability. You can also use the service to connect to the Internet outside of the 3G/HSDPA areas, GSM network areas, however where only GSM coverage is available, including NT and TAS, you will not experience broadband speeds.

3.2. Locall Australis Broadband plans may only be used as a data plan. You should not use the supplied SIM to access (and may not be able to access) other services such as Voice calls, International voice calls, Voice Mail, International SMS, premium and Third Party SMS, MMS, International MMS, 1300, 190. If you are able to access such services, your use of such services will be charged at prevailing rates. Data usage will be counted in kilobytes, and includes both uploads and downloads.

3.3. Your pricing plan may set out a maximum amount of included data that you can use to download and upload at high speed in a billing month. If you exceed your plan's included monthly data allowance, additional excess usage will be charged. Any unused data allowance cannot be rolled over. If the supplied SIM card is used in an alternate modem any usage will count towards your plan's data allowance.

3.4. Maximum download speeds on 3G/HSDPA are up to 3Mbps. Based on network testing, customers can expect speeds between 512kbps and 1.5Mbps. Actual speeds will vary and may be slower. Many factors affect speeds such as your

244 Noalimba Ave Kentucky NSW 2354
Sales Ph. 1800 288871, Support Ph. 1300 722 050 Fax. 02 6778 7419
ABN 31 147 945 686
www.australis.net info@australis.net



distance from the mobile tower, the capacity and load of the mobile tower, which bearer you are currently using (GSM, 3G/HSDPA), your hardware and software, the source of your download, and general internet traffic.

4. RESTRICTIONS ON USE OF THE SERVICE

4.1. You must not:

(a) make or receive calls or send or receive content on our network other than for your own personal or business use,

(b) wholesale any service (including transit, refile or aggregate domestic or international traffic) on our network, or

(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, without obtaining our written consent first. We may give or withhold our consent, or make our consent subject to conditions, in our discretion.

4.2. If you breach clause 2.1 (a) above, we may, in addition to and without limiting our other rights under the agreement, immediately suspend or cancel the service by giving you notice.

4.3. We may restrict access to premium services until a payment history has been established.

5. SERVICE FAULTS

5.1. While we will endeavour to make Mobile services available to customers 24 hours a day, 7 days a week, Mobile services are not fault free and we cannot guarantee uninterrupted service, or the speed, performance or quality of the service. There are many factors outside of our control which affect Mobile services, such as the performance of third party suppliers and equipment, Force Majeure events, electromagnetic interference, network congestion, and performance of your equipment. We accept no liability for interruptions to your Mobile service or for any resulting damage or loss suffered by you or any third party.

5.2. We reserve the right to perform maintenance work from time to time, which may temporarily interrupt your access to the service. Where possible, we will perform this work during non-peak times.



5.3. You must direct all queries regarding faults/outages of the service to our technical support Help Desk (see contact details online at <http://www.australis.net/contact.php>). You must not direct enquiries to third party service providers or Telstra. We will invoice you for costs incurred by us if you engage a third party for assistance with your service.

6. MOBILE NUMBER PORTABILITY

6.1. You may be able to port a phone number you have obtained from another carrier or carriage service provider when you connect to the service.

6.2. We will not charge you a fee for porting a phone number from another carrier or carriage service provider.

6.3. You must not cancel the service you have with the other carrier or carriage service provider before you port the phone number. We will inform the carrier or carriage service provider from which you have ported the phone number that you have ported the phone number and they will cancel the service.

6.4. You may need a new mobile phone or you may need to have your mobile phone unlocked if you are porting between different types of mobile networks.

6.5. You can port a phone number you have obtained from us for use with the service to another carrier or carriage service provider.

6.6. We may charge you a fee to port the phone number to another carrier or carriage service provider.

6.7. You must not cancel the service before you port the phone number. The carrier or carriage service provider to which you have ported the phone number will inform us that you have ported the phone number and we will cancel the service.

6.8. You can only port the phone number, you cannot port any value added services.

6.9. You may only port a phone number for which you are the authorised customer.

7. SERVICE CHARGES

244 Noalimba Ave Kentucky NSW 2354
Sales Ph. 1800 288871, Support Ph. 1300 722 050 Fax. 02 6778 7419
ABN 31 147 945 686
www.australis.net info@australis.net



7.1. We provide our services under packages and plans. Our plans typically have periodic fees, usage charges and promotions and may have a minimum term. Our packages, plans and promotions have specific terms and conditions and may be restricted to certain customers such as new, existing or special needs.

7.2. You must pay us all fees and charges that are incurred in using your service.

7.3. You acknowledge that before entering into the agreement you have received and understood the terms and conditions of your package, plan, applicable promotion(s) and fees and charges.

7.4. Plans generally have a minimum contract period and, if you cancel the service before the end of the minimum contract period or we terminate the agreement for your default before the end of the minimum contract period, you will be liable to pay to us the monthly recurring charges that would have been payable for the remainder of the minimum contract period.

7.5. Your plan may be varied, extended or renewed as agreed between you and us from time to time. If you do not contact us at expiration of your minimum plan term we will assume you require your service to continue under the same terms and conditions on a rolling monthly basis until you notify us otherwise.

7.6. You may change a plan:

(a) if your current pricing plan allows you to change, and

(b) if you meet the eligibility criteria of the pricing plan to which you are wanting to change (for example, if you are changing from a pricing plan with lower charges to a pricing plan where there are higher charges that you meet the credit requirements of the pricing plan with higher charges), and

(c) if applicable, you agree to plan the change of plan fee or other fee which we advise is payable by you for the change of plan.

7.7. Migrating to another plan does not reduce the Minimum Contract Period or terminate the original agreement or result in a reduction of the charges payable by you to us. We may specifically agree to an early termination of a Minimum Contract Period when you change to another plan but this is at our discretion unless specifically agreed by us in the new plan or any special offer.

8. YOUR MOBILE PHONE

244 Noalimba Ave Kentucky NSW 2354
Sales Ph. 1800 288871, Support Ph. 1300 722 050 Fax. 02 6778 7419
ABN 31 147 945 686
www.australis.net info@australis.net



8.1. You may obtain a mobile phone from us for use with the service under a mobile equipment payment plan or you may choose to use a mobile phone you have or have obtained from a third party.

8.2. To protect consumers from illegal trade in mobile phones, if we have a reasonable belief that your mobile phone is stolen, we may ask you to provide proof of ownership of your mobile phone.

8.3. If we ask you to provide proof, you must provide us with that proof within ten (10) business days.

8.4. Unless you obtain the mobile phone from us for use with the service, we make no warranty under the agreement:

(a) that the mobile phone is suitable for use in connection with the service or any value added service features, or

(b) about the quality of the mobile phone.

8.5. Unless you obtain the mobile phone from us for use with the service, you are responsible for making sure that:

(a) all regulatory approvals for your mobile phone have been obtained, and

(b) your mobile phone complies with all relevant technical regulations and specifications at all times.

(c) You are responsible for the maintenance of your mobile phone.

8.6. If your mobile phone appears to be faulty or interferes with the service, we are entitled to require you to:

(a) provide your mobile phone for us to inspect, and/or

(b) cease using that mobile phone until the problem has been corrected.

9. LOST OR STOLEN MOBILE PHONE

9.1. If your mobile phone is lost or stolen, you may contact us to request:

244 Noalimba Ave Kentucky NSW 2354
Sales Ph. 1800 288871, Support Ph. 1300 722 050 Fax. 02 6778 7419
ABN 31 147 945 686
www.australis.net info@australis.net



(a) incoming and outgoing calls be temporarily barred, and/or

(b) IMEI blocking be activated, or

(c) if you are on a non fixed-length agreement only, that the service be suspended.

9.2. You will continue to be charged your access fee whilst the bar is in place and/or IMEI blocking is activated.

9.3. To contact emergency services while your phone is blocked you must dial 112 (rather than 000).

9.4. Customers with hearing impairments who wish to access the TTY 106 emergency services number from their mobile phone should be aware that this number may not work from some blocked mobile phones.

9.5. If you obtain a mobile phone that we reasonably believe is lost or stolen, we may activate IMEI blocking on your mobile phone without your consent, even if you are not aware it is stolen.

9.6. If you obtain the service from us under false pretences, we may activate IMEI blocking on your mobile phone without your consent.

9.7. In the event that we know you have made an insurance claim when your mobile phone is lost or stolen, if IMEI blocking is not already activated we will activate IMEI blocking on your mobile phone.

9.8. In the event we activate or de-activate Optus IMEI blocking on your mobile phone, we will inform other national carriers to put this block or unblock into effect on their own networks.

10. CALLING LINE IDENTIFICATION

10.1. If you do not bar CLI on your mobile phone, the phone number assigned to you may be displayed on the phone of the person you are calling.

10.2. When another person calls you, the phone number of that person may be displayed on your mobile phone if that person has not barred CLI on their phone.



10.3. When you send a SMS or MMS, the phone number assigned to you or your name may be displayed on the phone of the person to whom you are messaging. You cannot bar the phone number assigned to you or your name when you send a SMS or MMS.

11. ACCESS RESTRICTIONS

11.1. At your request we can bar certain calls made from the mobile phone. We cannot bar calls to emergency service numbers 112 and 000.

11.2. Calls to 1900 numbers can only be barred if we also bar international calls.

12. BARRING AS AN ALTERNATIVE TO SUSPENSION

12.1. We may choose to bar outgoing and/or incoming calls and/or content on your mobile phone, instead of suspending the service.

12.2. If we bar outgoing and/or incoming calls and/or content on your mobile phone, we may later suspend or cancel the service for the same or a different reason.

13. SUPPLIER AND THIRD PARTY SERVICES

13.1. You acknowledge that:

(a) the service relies on the services of suppliers for its operation, who are not controlled by us, and

(b) we do not exercise any control over, authorise or make any warranty regarding:

(i) your right or ability to use, access or transmit any content using the service,

(ii) the accuracy or completeness of any content which you may use, access or transmit using the service,

(iii) the consequences of you using, accessing or transmitting any content using the service, including without limitation any virus or other harmful software, and

(iv) any charges which a third party may impose on you in connection with your use of their services accessed via the service.

244 Noalimba Ave Kentucky NSW 2354
Sales Ph. 1800 288871, Support Ph. 1300 722 050 Fax. 02 6778 7419
ABN 31 147 945 686
www.australis.net info@australis.net



14. MINIMUM CONTRACT PERIOD

14.1. All plans have a Minimum Contract Period. The Minimum Contract Period is the minimum period during which you must acquire the service. The Minimum Contract Period commences when the service is activated on your telephone line.

14.2. The Minimum Contract Period varies from plan to plan, and will be advised to you during your application for the service.

15. DOWNLOAD QUOTAS

15.1. With some broadband plans you are charged for all downloads in excess of a specified monthly download quota, at a rate specified in the plan, or if no rate is specified, at the rate of 15 cents per megabyte.

15.2. Usage charges incurred within a billing month are charged at the end of that billing month.

15.3. In calculating download usage, 1GB (Gigabyte) is equal to 1000MB (Megabyte); 1MB is equal to 1000KB (Kilobyte).

16. PAYMENTS

16.1. Payment options are specified on our website for the plan chosen by the Customer. Accounts paid with a credit card will incur a surcharge of 1.25% (incl. GST) of the payment amount when we debit the card.

16.2. Payment of invoices is required within 10 days of date of invoice.

16.3. Payment method will be moved from invoice to automatic Credit Card deduction in the cases where a plan change, relocation, reconnection or reactivation of internet service is required by retail customers (without ABN).

16.4. We reserve the right to charge \$10 inc. GST per invoice generated and posted for retail customers (without ABN) who have invoice as payment method.

17. CANCELLING A MOBILE SERVICE



17.1. You may terminate a Mobile service by giving us at least 30 days written notice. You must pay for charges for the Service up to the end of the notice period.

17.2. You authorise us to charge all termination fees, including, but not limited to, any early termination charges to your credit card on receipt of your termination notice.

18. MISCELLANEOUS

18.1. You use the service at your own risk and we take no responsibility for any data downloaded and/or the content stored on your computer or mobile phone. You agree not to make any claim against us, our suppliers, employees, contractors or assignees for any loss, damages or expenses relating to, or arising from, the use of the service.

19. THE FAIR USE POLICY

19.1. The Fair Use Policy applies to all promotions and services and may extend to future promotions and services as determined by us from time to time. The policy allows us to request that excessive users of a promotion or service limit their use or cease using a promotion or service.

19.2. We reserve the right to determine what is excessive use and may suspend or cancel a customer's access without notice in such circumstances. We also reserve the right to charge customers for promotions or services accessed in excess of the Fair Use Policy.

20. RETURN POLICY

20.1. You have a period of fourteen (14) days from the date of receipt of the equipment to return it to Locall Australis unopened. This includes the return, unopened, of any bonus promotional items. Title to Equipment does not pass to you until the completion of the Return Period or you opening the Equipment.

20.2. If the Equipment is returned to Locall Australis we will assume you no longer wish to have your Call Plan, Handset Payment or Plan Upgrade. Locall Australis will refund you the full amount minus the postage and handling once the handset has been returned and assessed. If the Equipment has been opened then it will be returned to you and we will charge you the retail value. Charges will apply for incomplete or damaged Equipment.

244 Noalimba Ave Kentucky NSW 2354
Sales Ph. 1800 288871, Support Ph. 1300 722 050 Fax. 02 6778 7419
ABN 31 147 945 686
www.australis.net info@australis.net



21. Warranty

21.1 Early Life Failure (ELF)

The Elf warranty covers mobile phones in the first 14 days of use. If the mobile phone fails during this time, this warranty provides for a replacement mobile. Please check the warranty documentation that came with your mobile phone to see if it's within the ELF period. If you are eligible to make a claim, please contact the place of purchase immediately.

21.2 Manufacturer's warranty

The equipment we supply is covered under the Manufacturer's warranty. Details of the warranty are included with your mobile phone. (Most mobile phones come with a 12 month warranty and a 6 month warranty for batteries.) Please note warranties do not cover physical, liquid or sun damage or unlocking or programming. Additionally they do not cover loss or theft. If your mobile phone is older than the ELF period, check the warranty documentation for information on the standard manufacturer's warranty and for their recommended local service centres. Remember to take a copy of your Proof of Purchase to the service centre and remove your SIM card and /or accessories.

21.3 For information on your local service centres recommended by the mobile phone manufacturer, please see the documentation that came with your mobile phone, alternatively refer to your local directory for more information.