

Slimtel

Standard Agreement for the Supply of Slimtel Digital Mobile Telecommunications Services

**Version 2.0
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Dictionary

1.1 Definitions

ACA means the Australian Communications Authority.

Act means the *Telecommunications Act 1997*.

Access Period means the time between the date a Customer Recharges and the Expiry Date, during which a Customer can use the Service.

Agreement means this Standard Agreement, comprising this Dictionary, Part A - Service Description, Part B - General Terms and Conditions, and Part C - Digital Mobile Service Terms and Conditions, together with any tariff brochure issued by Slimtel from time to time, which forms the entire agreement between Slimtel and the Customer.

Ancillary service means any service provided by Slimtel in conjunction with the Service, such as voicemail or short message service (SMS).

Call Rate means the call rates for a Call Plan.

Call Plan Brochure: The document which outlines the main Call Rate's for the Call Plan.

Claim means any claim, action, proceeding, judgment, damage, loss, expense or liability, including legal costs, whether direct or indirect, however calculated.

CLI means calling line information.

Confidential Information means all confidential information about the Service, Slimtel, its Related Bodies Corporate, the Slimtel Network, or the Customer, which is or has been disclosed under or in connection with this Agreement; or learnt or acquired in the performance of this Agreement, other than any such information which:

- a. was in the public domain at the time of its provision, otherwise than through a disclosure in breach of this agreement; or
- b. is or lawfully came into the possession of the other party otherwise than as a result of a disclosure in breach of this agreement.

Connection means the activation of the Service. **Connected** has a corresponding meaning.

Consequential Loss includes:

- a. indirect loss and special damages;
- b. loss of revenue;
- c. loss of profits;
- d. loss of business;
- e. loss of anticipated savings;
- f. loss of goodwill;
- g. loss of data;
- h. claims of third parties; and
- i. loss or costs associated with any of the above.

Credit Limit means the maximum credit, where applicable, provided by Slimtel to the Customer for the Service.

Customer means the principal and person who uses the Service.

Customer Authorisation Form means a form authorising a phone number to be ported.

Disconnection means the disconnection of a Connection. **Disconnected** has a corresponding meaning.

Duplicate IMEI Handset has the meaning given in clause 19.4(d).

Grace Period means the period starting from the Expiry Date and ending 30 days later provided that the Customer has not Recharged during that period.

GPRS means Slimtel's General Packet Radio Service.

GPRS Compatible Phone means a phone specified by Slimtel to be compatible with GPRS.

Handset Blocking means the Special Service described as such in Part A of this Agreement, and **block** or **blocked** in respect of a GSM handset has a corresponding meaning.

IMEI means international mobile equipment identity.

Insolvency Event means the happening of any of the following events in relation to a party:

- a. if a natural person, it becomes bankrupt or insolvent;

- b. if a company:
- c. a liquidator, provisional liquidator, official manager, company administrator, administrator, receiver, manager, or receiver and manager or similar officer is appointed in respect of it;
 - i. it enters into, or resolves to enter into, a scheme of arrangement or composition with or assignment for the benefit of, or it proposes a reorganisation, moratorium or other administration, involving its creditors or a class of its creditors;
 - ii. it enters into a deed of company arrangement;
 - iii. it resolves to wind itself up or otherwise dissolve itself, or gives notice of intention to so resolve, except by way of bona fide solvent reconstruction or amalgamation on terms approved by the other party;
 - iv. it suspends payments of its debts generally; or
 - v. It is or becomes unable to pay its debts when they are due or becomes unable to pay its debts within the meaning of the

Standard Agreement has the meaning given to the term by Part 23 of the Act.

Slimtel means Slimtel Pty Ltd, ABN 31 110 876 376 and related bodies corporate.

Slimtel Network means the GSM Telecommunications Network accessed by Slimtel used to provide the Service.

Third Generation Services (3G) means the 3G value-added services available with the Service as high speed data alternative to **GPRS** where there is coverage.

Value Added Services means the value-added services available with the Service, as described in Part A of this Agreement.

1.1 Interpretation

In this Agreement, unless the context otherwise requires:

- a. headings are for convenience only and do not affect interpretation;
- b. the singular includes the plural and visa versa;
- c. all references to dollars, value and price are to the Australian currency;
- d. references to a party includes its successors and permitted assigns;

- e. references to payment to any party includes payments to another person on the direction of that party; and
- f. a reference to any statute includes any amendments, re-enactments or replacements to that statute from time to time.

Part A - Service Description

1) General Information

i) This Agreement outlines the terms and conditions upon which Customers who purchase their relevant Call Plan can use the Service. Call Plan details are a part of this webpage, therefore it is understood it has been read and its details are in conjunction with this document. All Call Types for each Call Plan including Roaming for each country is contained in the Addendum. The Service provides Customers with access to a digital public mobile telecommunication service using the Slimtel Network and is used to make and receive voice calls to and from:

- (1) telephone numbers connected to the mobile network of **Slimtel** or another supplier;
- (2) telephone numbers directly connected to a local exchange of Optus or Telstra;
- (3) other Australian public telephone numbers; and
- (4) international public telephone numbers.

ii) The Service is subject to interconnection arrangements between Slimtel and the relevant operator of the network with which the number is associated.

- (a) The Service includes numbers in the form of 04XX XXX XXX where X is a number between 0 and 9.
- (b) If Customers have compatible equipment, the Service can also be used to make and receive data and fax calls.

b) Value Added Services

The following Value-Added Services are available with the Service. The pricing for each plan can be found in the Addendum to this Standard Form of Agreement.

i) Operator Services:

- (a) directory assistance is provided by dialling 1223 and an operator will locate the number.
- (b) calls to emergency services: by dialling 000 within Australia or 112 from anywhere in the world, the Customer will be connected straight to emergency services;

(c) network problem reporting: to report any difficulties or faults with the Network dial 1100 (this is a free call).

ii) Special Services

1. Once Connected to the Service, the Customer may have access to Slimtel's Special Services, which are divided into calls to certain numbers and Slimtel's Contact services.

(1) Call Options

Customers who have **Slimtel's** approval may call:

- (a) 18XX numbers;
- (b) maritime, remote and satellite services, provided the Customer also has appropriate equipment;
- (c) 19XX numbers;
- (d) 15XX numbers (excluding 1500, 1505, 1512, 1513, 1540, 1571 and 1575);
- (e) international numbers.
- (f) Customers with appropriate equipment can also, on request, get access to **Slimtel's** fax and data service.

(2) **Slimtel** Contact Services

Slimtel's Contact services are a suite of answering and message services, available with the Services. **Slimtel** Contact Services consist of:

- (a) **SMSAlert**. By dialling 1218, Customers also have the option of installing SMS alert. Once installed, a short "beep" will sound and/or an envelope or text message will appear on the screen of the Customer's mobile phone to alert Customers of new messages. Customers should delete all SMS Alerts as soon as possible to ensure there is sufficient memory on their mobile phone to store new messages;
- (b) **CALLminder** is a service offered free to subscribers that have elected not to use voicemail. This service allows a caller to send an SMS notification to the subscriber of the call that was missed. The caller can elect to send through the date and time of the call and the callers contact number by SMS so the subscriber is informed of who has called. For assistance with this service, dial 1300 788840;

- (c) CALL wait and CALL hold: these services allow Customers with certain mobile phones to switch between calls by using commands on their mobile phone keypad. For assistance with these services, dial 1300 788840;
- (d) Call Forwarding: this service diverts the incoming calls to another phone. For assistance with this service, dial 1300 788840;
- (e) Call Barring: this service is a security option which allows incoming and/or outgoing calls to be barred. For assistance with this service, dial 1300 788840.
- (f) Call Conference: this service enables a Customer with a conference call capable mobile handset to initiate a conference call and call multiple parties to join the conference call up to a maximum of 8 participants on a conference call. This number may be less depending on the handset model and its conference call support features. For assistance with this service, dial 1300 788840.

All of these services can be used as required without incurring a monthly subscription fee. Customers only pay for the services used.

(3) GPRS/3G

Slimtel offers GPRS Internet Access: GPRS and 3G enables Customers to log into the Internet whilst on the Road and away from fixed services;

c) Customer Service

- i) **Slimtel** Customer Service Representatives are available during business hours from 09:00 to 17:00, Monday to Friday for general service and account enquiries. All other times a message can be left and the enquiry will be attended to as soon as possible. Emergency services can be accessed 24 hours a day 7 days a week by dialing 123 from your handset. This to be used for barring sim's that have been stolen or obtaining PUK codes for blocked handsets.

- ii) Customers can call Customer Service on 1300 788840

d) Coverage

- (1) There are certain restrictions on Service coverage. On request, **Slimtel** will provide Customers with information, including coverage maps, about the coverage of the Slimtel Network throughout Australia. Coverage maps are provided on Connection.
- (2) Within certain coverage areas, some local conditions could prevent or interfere with mobile phone reception. Such conditions may include

basement car parks, lifts, buildings, mountains and road cuttings.

e) Getting Started with Slimtel

- (1) Connection to the Service requires the activation of a SIM, which when inserted into a handset activates the handset to the Slimtel Network. A Customer's contract with **Slimtel** commences on the activation of the SIM. Full details on activating the SIM are provided at the point of purchase. The SIM remains Slimtel's property and must be returned on request.

If a customer is sent a sim card and fails to contact Slimtel to activate the sim card Slimtel at its own discretion connect the sim card after a period of 14 days. If the customer decides not to proceed it will be liable for a \$22 administration fee.

- (2) Once Connected to the Service, Customers are offered:

- (a) the use of a mobile phone number;
- (b) fault rectification during **Slimtel's** business hours;

- (3) Customer service 8 hours a day (9am to 5pm) Monday to Friday Australian Eastern Standard Time excluding NSW Public Holidays. Number is 1300788840 or via webform from www.slimtel.com.au or via email to info@slimtel.com.au;

- (4) access to the Slimtel Network; and

- (5) access to **Slimtel** Value-Added Services.

2) Call Types And Charges:

There are a number of different call types, and Value-Added Services available with the Service. In principle your Call Plan Brochure will advise you in particular of your Call Plan and will be the best guide to pricing as well as the Addendum to this document.

a) Categories of Charges

- (a) There are 3 general categories of charges for the Service:

- (i) call charges;
- (ii) Value-Added Services and Special Services; and
- (iii) other charges

Customers will only be charged for connected calls. For example, there is no charge for calls to an engaged number. Slimtel may waive any charge in its absolute discretion. Charges for calls are the responsibility of the Customer who is contractually responsible to Slimtel for the Service, irrespective of whether those calls were made by the Customer or another person.

All charges are inclusive of GST (where applicable). Actual charges may vary on your statement as all charges are rounded up to the nearest cent before GST is included. All prices are subject to change.

i) Call Charges

Charges for outgoing calls using the Service are billed in accordance with your Call Plan Brochure and the Addendum to this Standard Form of Agreement.

ii) Value Added Services and Special Services

As at the date the Customer is connected to the Slimtel Network, calls made to Value Added Services and Special Services are charged as per the Addendum to this Standard Form of Agreement.

iii) Other Charges:

In certain circumstances, Slimtel will charge Customers additional charges. These charges are subject to change.

Additional charges include:

- a. unbarring fee: \$11, which will be incurred where the Service has been previously barred and a Customer requests that it be unbarred;
- b. copy of bill: \$11 for each month in question; \$1.98 fee monthly if paper bill is sent
- c. replacement SIM: up to \$55, which will not be applied when the damage was caused by Slimtel ;
- d. Customer telephone number (CTN) change: \$55;
- e. toll ticket enquiry: \$33;
- f. transfer of ownership within 30 days of original connection: \$0;

- g. transfer of ownership after 30 days of original connection: \$55;
- h. \$22 fee for sim if customer does not proceed with connection.
- i. refer to drawer fee and direct debit dishonor fee: \$44;
- j. late payment fee: \$11;
- k. port out fee: \$11.00
- l. barring for late payment \$11 and unbarring \$11;
- m. cancellation of direct debit: \$11; and if direct debit not take \$2.97 monthly fee.

Slimtel reserves the right to require any Customer to pay a security deposit before being Connected to access some Special Services which may be used against any outstanding fees and charges for the Service should the Customer fail to pay any due amounts.

Roaming

Additional charges apply if the Customer is Roaming as per the Addendum

i) National Roaming

Customers have the ability to roam onto Telstra's network when national roaming. Customers granted access to national roaming are charged as per the Addendum:

Other calls:

- ③ Special charges apply for other services including Value Added Services and Special Services.
- ③ Some services are not available whilst national roaming.
- ③ To activate national roaming please contact Slimtel Customer Care.
- ③ Offer available until withdrawn.

ii) International Roaming

Customers granted access to the international Slimtel Network while overseas are charged at the rate levied by the overseas carrier plus a Slimtel charge. All incoming calls while roaming will also incur these roaming charges. To activate global roaming please contact

Slimtel Customer care at least 72 hours prior to departure. A security deposit may be required or credit card details or direct debit authority.

If a Customer already uses International Roaming, the Customer will automatically have access to National Roaming.

The rate by country is on the Addendum of this document and is pricing is on www.slimtel.com.au/roaming .

Part B - General Terms And Conditions

1) The Service

- (a) **Slimtel** supplies the Customer with the Service on the terms and conditions set out in this Agreement.
- (b) **Slimtel** will take all reasonable steps to make sure that the Customer can receive the Service. However, the Customer acknowledges that:
 - i) the Service is not free from faults or interruptions;
 - ii) the Customer may not be able to use the Service in some areas, or in some buildings, or at certain times;
 - iii) **Slimtel** does not warrant currency, availability, accuracy, security or quality of any information which a Customer receives or can access using the Service;
 - iv) the Customer is responsible for any reliance on or use of the information which they receive or can access using the Service;
- (c) Roaming relies on the networks of other carriers over which **Slimtel** has no control. **Slimtel** cannot guarantee the quality and reliability of the mobile service when the Customer is Roaming.
- (d) Subject to the national regulatory policy on numbering:
 - (a) **Slimtel** may allocate a number to the Customer's Service and vary that number;
 - (b) the Customer has and can claim no legal interest or goodwill in any number or pin allocated by **Slimtel**.

2) Obligations of the Customer

a. The Customer must:

- a) keep the SIM safe and in good condition;

- b) return the SIM to **Slimtel** immediately upon request;
 - c) notify **Slimtel** immediately of loss of, or damage to, a SIM;
 - d) pay **Slimtel** all fees and charges which are incurred in its use of the Service, as set out in Part A of this Agreement and all applicable government taxes, duties, imposts or levies; You will receive a monthly invoice which will require payment within 14 days.
 - e) comply with all laws, regulations and guidelines concerning use of the Service;
 - f) give **Slimtel** all information and co-operation it may require in relation to the Service;
 - g) follow **Slimtel's** reasonable instructions regarding the use of the Service; and
- b. notify **Slimtel** as soon as it becomes aware of any claim it may have against **Slimtel** in relation to the Service.
- c. If you cancel within a contract period you must pay out all outstanding charges AS WELL AS an exit fee equivalent to the number of months remaining multiplied by the minimum monthly fee of that plan. A port out fee may apply if porting out.
- d. **The Customer must not:**
- i) disclose to any person any Confidential Information or security number provided by **Slimtel** (including but not limited to the Customer's enquiry number, barring number or personal identification number);
 - ii) use the Service for any improper, immoral, unauthorised or unlawful purpose or allow any other person to use the Service for such purposes;
 - iii) use the CLI or information derived from the CLI except in accordance with the Act; and
 - iv) place, attempt or accept a reverse charge call using the Service.
 - v) not resell, distribute or reproduce any part of the Service.

3) Service Suspension, Limitation Or Termination

- a) **Slimtel** may, in its absolute discretion suspend, limit or terminate the provision of the Service if:

- i. **Slimtel** gives the Customer 30 days notice of its intention to do so;
- ii. the Customer exceeds the Credit Limit; or
- iii. the Customer is in breach of this Agreement; or
- iv. **Slimtel** reasonably suspects that there has been fraud or illegal use by the Customer; or
- v. equipment of the Customer is causing interference to the Network accessed by **Slimtel**; or
- vi. **Slimtel** reasonably believes the Customer is jeopardising the operation or quality of the Network accessed by **Slimtel** or the Services **Slimtel** supplies to **Slimtel** Customers; or
- vii. in an emergency;
- viii. a regulatory authority such as the ACA instructs **Slimtel** to do so; or
- ix. there are technical problems with the Network accessed by **Slimtel** which require corrective action; or
- x. the use of the Service by any person might damage the Network accessed by **Slimtel**; or
- xi. the Customer or someone acting on the Customer's behalf informs **Slimtel** that the Customer's SIM has been lost; or
- xii. **Slimtel** has an incomplete record of information about the Customer; or
- xiii. **Slimtel** suspects that its record of information about the Customer contains incorrect or incomplete information;
- xiv. the Customer:
 - a. dies;
 - b. is a partner in a partnership, and the partnership dissolves; or
 - c. suffers an Insolvency Event;
- xv. **Slimtel** believes that the Service is being used to commit unauthorised, criminal or unlawful activities;
- xvi. **Slimtel** believes that a customer has engaged in fraudulent activities in relation to a Service provided by **Slimtel**;

- xvii. **Slimtel** is required by law to do so, or is requested to do so by a law enforcement agency to do so;
 - xviii. if the Customer ports out a phone number; or
 - xix. the Customer resells, distributes or reproduces any part of the Service.
- b) Where **Slimtel** suspends, limits or terminates the Service under clause 3 a) (ii)-(xii), **Slimtel** will use its reasonable endeavours to provide notice to the Customer.
- c) **Slimtel** will promptly suspend or disconnect the Service if informed by the Customer or someone acting on the Customer's behalf that a SIM has been lost. However, the Customer is responsible for all call charges incurred up to the suspension of the Service, and if they discontinue be liable for minimum contractual amounts payable.
- d) **Slimtel** may suspend or limit the Customer's Service if in **Slimtel's** opinion the amount of call charges accrued on the Customer's account is unusually high. In making this determination **Slimtel** may have regard to matters including:
- a) the Customer's previous daily call spend;
 - b) the Customers unbilled charges total; and
 - c) any unusual call spending patterns.
 - e) **Slimtel** reserves the right to suspend, limit or terminate the Service, or part thereof if the Service is being used in a manner deemed unusual, unreasonable, excessive or fraudulent by **Slimtel**. However, **Slimtel** will not be obliged to monitor usage of the Service.

4) Disclosure Of Information By Slimtel

- a) **Slimtel** and/or its agents and service providers may collect a Customer's personal information. **Slimtel** collects the personal information to provide you with personalised wireless telecommunications and information services. **Slimtel** may use a Customer's personal information for purposes that are related to providing the Customer with those services which would be reasonably expected (including purposes keeping the Customer informed about features of **Slimtel** services or conducting analysis in order to provide a better service to the Customer).
- b) **Slimtel** will provide a Customer with access to their personal information in accordance with the *Privacy Act 1988*.

- c) **Slimtel** may receive and disclose personal information or documents about you to or from:
- a) credit providers or credit reporting agencies for purposes permitted under the *Privacy Act 1988*;
 - b) law enforcement agencies to assist them in the prevention of criminal activity; or
 - c) **Slimtel** service and content providers, dealers and agents, or any company within the **Slimtel** group for purposes that are related to providing you with a telecommunications service which would be reasonably expected.
- d) Unless the Customer consents, **Slimtel** will not disclose the Customer's personal information to third parties, other than those who have contracted with **Slimtel** to keep the information confidential, or who are subject to obligations to protect their personal information.
- (i) The Customer acknowledges that any calls made to **Slimtel** 's customer call centres may be recorded for quality assessment purposes.

Important Notice To Applicant(s) For Credit (Section 18(E)(1) Privacy Act 1988)

Notice of disclosure of your credit information to a credit reporting agency. (Privacy Act 1988)

Slimtel Pty Ltd may give information about you to a credit reporting agency, for the following purposes:

- to obtain a consumer credit report about you, and/or
- to allow the credit reporting agency to create or maintain a credit information file containing information about you.

The information is limited to:

- Identity particulars - your name, sex, address (and the previous two addresses) date of birth, name of employer, and drivers licence number.
- your application for credit or commercial credit - the fact that you have applied for credit and the amount.
- The fact that Slimtel Pty Ltd is a current credit provider to you.
- loan repayments which are overdue by more than 60 days, and for which debt collection action has started.
- advice that your loan repayments are no longer overdue in respect of any default that has been listed.

- information that, in the opinion of Slimtel Pty Ltd you have committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with your credit obligations).
- dishonoured cheques - cheques drawn by you for \$100 or more which have been dishonoured more than once.
- that credit provided to you by Slimtel Pty Ltd has been paid or otherwise discharged.

Period to which this understanding applies

This information may be given before, during or after the provision of credit to you.

Statement By Applicant (s) For Credit

Please read carefully before signing. Where there is more than one applicant, each applicant must sign.

1. Giving information to a Credit Reporting Agency (Section 18E(8)(c) Privacy Act 1988)

Slimtel Pty Ltd has informed me that it may give certain personal information about me to a credit reporting agency.

2. Access to Commercial Credit Information (Section 18L(4) Privacy Act 1988)

I/we agree that Slimtel Pty Ltd may obtain information about me/us from a business which provides information about the commercial credit worthiness of persons for the purpose of assessing my/our application for consumer credit.

3. Access to Consumer Credit Information (Section 18K(1)(b), Privacy Act 1988)

I/we agree that Slimtel Pty Ltd may obtain a consumer credit report containing information about me from a credit reporting agency for the purpose of assessing my/our application for commercial credit.

4. Exchange of Credit Worthiness Information (Section 18N, Privacy Act 1988)

I/we agree that Slimtel Pty Ltd may exchange information with those credit providers named in this application or named in a consumer credit report issued by a credit reporting agency for the following purposes;

- to assess an application by me/us for credit
- to notify other credit providers of a default by me/us
- to exchange information with other credit providers as to the status of this loan where I am in default with other credit providers
- to assess my/our credit worthiness.

I /we understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

5. Agreement to a credit provider being given a consumer credit report by a credit reporting agency to assess a guarantor (Section 18K 1(c) Privacy Act 1988)

I/we agree the Slimtel Pty Ltd may obtain from a credit reporting agency a consumer credit report containing information about me/us for the purpose of assessing whether to accept me/us as a guarantor for credit applied for by, or provided to, the borrower(s) [named in agreement]. I/we agree that this agreement commences from the date of this agreement and continues until the credit covered by the borrower(s) application ceases.

6. Agreement to a credit provider disclosing a report including a consumer credit report to potential or existing guarantor (Section 18K (1) Privacy Act 1988)

You agree that Slimtel Pty Ltd may give to a person who is currently a guarantor, or whom I/we indicated is considering becoming a guarantor, a credit report containing information about me/us for the purpose of [name of prospective guarantor] deciding whether to act as a guarantor, or to keep [name of existing guarantor] informed about the guarantee. I/we understand that the information disclosed can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act, and includes a credit report.

5) Termination

- a) In addition to **Slimtel's** termination rights in clause 3 a), **Slimtel** may on the provision of reasonable notice, terminate this Agreement.
- b) The Customer may terminate this Agreement at any time upon giving written notice to **Slimtel**.
- c) The Customer acknowledges that a request to port out a phone number results in termination of this Agreement and all monies due under the Agreement will fall due and payable immediately. If the customer is in a contract, the charges will be months remaining in contract multiplied by the minimum monthly charge. A port out fee will apply.
- d) The Principal and Customer acknowledge that **Slimtel** reserves the right to block the port out until all the customer's obligations under this agreement are satisfied.

6) Obligations on Termination

- a) On termination of this Agreement, the Customer must:

- i. Return all property to **Slimtel** which has rights (including but not limited to the SIM), whether under this Agreement or under the general law; and
 - ii. Pay all amounts due to **Slimtel** under this agreement
- b) On termination of this Agreement **Slimtel** must refund to the Customer any monies held on account for the Customer after any debts and liabilities of the Customer have been met under clause 6 a). **Slimtel**, in its absolute discretion, may set-off any amounts payable to the Customer until the Customer pays **Slimtel** all due amounts.

7) Assignment

- a) The Customer may not transfer or assign any rights and obligations under this Agreement without the prior written permission of **Slimtel**.
- b) **Slimtel** may, without notice to the Customer:
- a) transfer its rights and obligations under this Agreement to its nominee;
 - b) temporarily or permanently delegate its obligations under this Agreement;
 - c) require the Customer to novate this Agreement in favour of **Slimtel's** nominee; or
 - d) act with the Customer's irrevocable power of attorney to sign any necessary documents to enable any such transfer, delegation or novation.

8) Representations & Warranties

- a) The Customer represents and warrants that:
- i) it has provided full and accurate personal information to **Slimtel** in connection with this Agreement;
 - ii) it has full power and authority to enter into this Agreement; and
 - iii) it will take all necessary action to execute, deliver and perform this Agreement in accordance with the terms.
- b) **Slimtel** represents and warrants that:
- i. it is a carriage service provider under the Act; and

- ii. subject to the terms and conditions of this Agreement, it will provide the Service with all reasonable care and in a timely manner.

9) Title

- a) Except for any SIM, property in any goods which the Customer takes possession of under this Agreement passes to the Customer on the first payment of monies to **Slimtel** by the Customer

10) Limitation Of Liability

- a) To the full extent permitted by law and subject to clause 10 c), **Slimtel** excludes all liability including any Consequential Loss under or in connection with this Agreement or the supply of the Service except to the extent that the Customer suffers direct loss or damage (excluding Consequential Loss) as a result of any negligent act or omission of Slimtel under or in connection with this Agreement.

- b) Notwithstanding clause 10 a), **Slimtel's** maximum liability under or in connection with this Agreement or the supply of the Service will not exceed the total of the fees and charges paid by the Customer under this Agreement:

- i) if the time between the commencement date of this Agreement and the date of the Claim is 6 months or more - during the 6 month period immediately preceding the date of the Claim; or
- ii) if the time between the commencement date of this Agreement and the date of the Claim is less than 6 months - during the period from the commencement date of this Agreement to the date of the Claim.

- i) Non-excludable Rights

Slimtel does not exclude any Non-excludable Rights but does exclude and the Customer cannot rely on all other conditions, representations and warranties implied by custom, law or statute other than those expressly contained in this Agreement.

- i) **Slimtel's** liability in respect of any Non-excludable Right is limited, at Slimtel's option, to:

- 1) in the case of goods,
- 2) the replacement of the goods or the supply of equivalent goods;

- 3) the repair of the goods;
 - 4) the payment of the cost of replacing the goods or acquiring equivalent goods;
 - 5) the payment of the cost of having the goods repaired.
- (a) in the case of services,
- 1) the supply of the services again; or
 - 2) the payment of the cost of having the services supplied again.

11) Indemnity

- i) The Customer indemnifies **Slimtel** against all claims, actions, damages, losses, liabilities, costs, charges, expenses, outgoings or payment which **Slimtel** pays, suffers or incurs, or is liable for in respect of the Customer's use of the Service or the Slimtel Network.
- ii) The indemnity in this clause 11 is a continuing obligation of the Customer which will continue despite:
 - 1) any settlement of account;
 - 2) the termination of this Agreement; or
 - 3) the occurrence of any other thing,

and remains in full force and effect until all monies owing by the Customer to **Slimtel** have been paid in full.

12) Prohibition & Enforceability

- a) Any provision of, or the application of any provision to, this Agreement or a right, power, authority, discretion or remedy of a party under this Agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- b) Any provision of, or the application of any provision of, this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of the remaining provisions in that or in any other jurisdiction. The application of this clause 12 is not limited by any other provision of this Agreement in relation to severability, prohibition or enforceability.

13) Waiver

- a) Slimtel may not waive any right under this agreement except in writing.
- b) A Waiver by **Slimtel** will not prejudice its rights in respect of any subsequent breach of this agreement by the Customer.
- c) A failure or delay in enforcing a right under this agreement does not constitute a waiver.

14) Variation

Slimtel may vary any term of this Agreement at any time in writing. To the extent required by the Act, **Slimtel** will notify the Customer of any such variation.

15) Standard Form Of Agreement

This Agreement constitutes a Standard Form of Agreement within the meaning of the Act.

16) Governing Law And Jurisdiction

This Agreement is governed by the laws of New South Wales.

Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

17) Agency

The Customer appoints **Slimtel** as its agent for the purposes of completing a Customer Authorisation Form on the Customer's behalf.

18) GPRS and 3G Specific Terms And Conditions

- a) **Slimtel's** GPRS and 3G may only be accessed with GPRS and 3G Compatible Phones.
- b) **Slimtel** does not represent, warrant or guarantee the extent to which a GPRS and/or 3G Compatible Phone will be able to access information on the internet or elsewhere. The ability of a Customer to access, use and download information will depend on the features and functionality of their phone, the nature and quality of the information being accessed. Customers should note that the GPRS and/or 3G may be subject to congestion, delays and/or loss of transmitted data.
- c) The Customer acknowledges that the GPRS and/or 3G coverage area may be smaller than the coverage area for other **Slimtel** digital mobile services.
- d) The Customer must comply with all conditions imposed by the content provider when

accessing content using the GPRS and/or 3G services.

- e) The Customer agrees that the following terms and conditions apply to their use of the GPRS and 3G services:
- i. the Customer is responsible for all equipment and software necessary to use the GPRS and/or 3G as well as for the security and integrity of any information the Customer transmits or receives.
 - ii. the Customer uses the GPRS and/or 3G accepting full risk and responsibility in doing so including charges outlined in the Addendum;
 - iii. the Customer acknowledges that **Slimtel** does not check and is not obligated to monitor the content of information or material available from the GPRS and/or 3G or the Internet and that **Slimtel** is not liable for loss or damage suffered by the Customer or any other person as a result of using information or material obtained using the GPRS and/or 3G on the internet, including, but not limited to, loss or damage caused by a virus; and
 - iv. the Customer will not use the GPRS and/or 3G 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 **Slimtel** to take remedial action under any applicable industry code or in a way which interferes with other users or defames, harasses, menaces, restricts or inhabits any other user from using or enjoying the GPRS and/or 3G or the internet or which is indecent, obscene or otherwise offensive.
- f) The terms and conditions in Clauses 18 a) to 18 f) are the GPRS and 3G Specific Terms and Conditions. Where there is any conflict between the GPRS and 3G Specific Terms and Conditions and the other terms and conditions in the Standard Form Of Agreement, the GPRS and 3G Specific Terms and Conditions prevail.

19) Handset Blocking Specific Terms And Conditions

- a) Handset Blocking is only available in respect of GSM handsets.
- b) A Customer may only request **Slimtel** to block a GSM handset at the time, or within one month after the time, that the Customer requests the Service to be suspended or disconnect for reason of loss or theft of the Customer's SIM.
- c) **Slimtel** must as soon as reasonably practicable after being requested to do so by a Customer:
 - i. subject to clauses 19 b) and 19 e), block a GSM handset; and
 - ii. subject to verifying to its satisfaction that a Customer has lawful possession of a GSM handset which has previously

been blocked, unblock the handset.

d) The Customer acknowledges that:

- i. Handset Blocking is at all times subject to technical limitations;
- ii. Handset Blocking is dependent upon the IMEI of GSM handsets;
- iii. multiple GSM handsets may have the same IMEI; and
- iv. where 2 or more GSM handsets connected to the Slimtel Network have the same IMEI ("Duplicate IMEI Handset"), the blocking of one such Duplicate IMEI Handset will also result in the other Duplicate IMEI Handset(s) becoming blocked.

e) **Slimtel** reserves the right not to block a GSM handset where:

- i. the handset is to **Slimtel** 's knowledge a Duplicate IMEI Handset; or
- ii. to do so would adversely impact upon another Customer's use of the Service in good faith.

f) Where **Slimtel** has blocked a GSM handset upon request by a Customer and is subsequently notified by another Customer that the handset is a Duplicate IMEI Handset, **Slimtel** will unblock the handset as soon as reasonably practicable following such notification (subject to it verifying to its satisfaction the other Customer's lawful possession of a Duplicate IMEI Handset).

g) Where a Customer's Duplicate IMEI Handset is blocked as a consequence of **Slimtel** blocking the Duplicate IMEI Handset of another Customer, **Slimtel** will not be liable for any loss or damage incurred by the first mentioned Customer as a result of or in any way in connection with the first mentioned Customer's Duplicate IMEI Handset becoming blocked.

h) The Customer acknowledges that where **Slimtel** has blocked a GSM handset:

- i) the handset will be unable to be used on the Slimtel Network only in respect of the following services:
 - a. to make or receive voice calls (except calls to emergency "000" and "112" numbers); and
 - b. to make or receive SMS messages
- ii) the handset will be able to be used on the Slimtel Network to access all the services available on the Slimtel Network other than those referred to in paragraph i)(a) and i)(b); and

- iii) the handset may be able to be used to access any of the services available on the mobile telecommunications network of any other carrier.

Part C -Service-Specific Terms And Conditions

1) Commencement and Termination

This Agreement starts when the Customer is first Connected to the Slimtel Network, and terminates when the Customer is Disconnected from the Slimtel Network.

2) Fees and charges

- i. **Slimtel** will invoice the Customer monthly. This will apply unless otherwise agreed between the Customer and **Slimtel**.
- ii. The Customer must pay all outstanding amounts not more than 14 days from the date of the invoice. **Slimtel** may charge interest on overdue accounts. The Customer would be responsible to pay for all calls made using the mobile service even if they did not make them.
- iii. The invoice which **Slimtel** provides to the Customer will be in a standard form. If the Customer requires a different form of invoice, the Customer must pay any applicable charges.
- iv. **Slimtel** may vary its fees and charges from time to time. The Customer acknowledges that before entering into this agreement it has seen a copy of **Slimtel's** current fees and charges as per the Call Plan Brochure . The Customer may obtain a copy of **Slimtel's** current fees and charges, by contacting **Slimtel** at any time.
- v. The Customer can have their bill issued free of charge via email . Bills issued via email must be paid by either registered credit card or direct debit from the Customer's bank or registered credit card account. For Customers who require a paper bill from **Slimtel**, a fee may be payable. Not all calls may be itemised on a paper bill.
- vi. If **Slimtel** imposes a Credit Limit and the Customer exceeds the Credit Limit, **Slimtel** may suspend, or limit the Service until the Customer pays all outstanding fees and charges.
- vii. **Slimtel** may require the Customer to pay a security deposit if the Customer intends to use Value-Added Services. If the Customer pays **Slimtel** a security deposit, **Slimtel** may apply the deposit, or any part of it, in payment of any outstanding fees and charges for the Service.
- viii. If the Customer does not pay **Slimtel's** invoices on time for two successive months, **Slimtel** may require the Customer to pay its accounts by direct debit or registered credit card for the term of this Agreement. The Customer must not cancel a direct debit or credit

card authority. If the Customer cancels a direct debit or credit card authority in breach of this clause, it must pay **Slimtel** extra charges as determined by **Slimtel**.

- ix. **Slimtel** may pay an agent a commission for introducing the Customer to the Service.
- x. **Slimtel** may disconnect the Customer's connection if the Customer does not make a chargeable call in any 365 day period.
- xi. If any amount payable by **Slimtel** to a Customer is not paid because:
 - ii) **Slimtel** is unable to locate the Customer; or
 - iii) the Customer has been notified by **Slimtel** but has not claimed the relevant amount; or
 - iv) is otherwise unable to be paid by **Slimtel**,

and is not claimed by the relevant Customer within 365 days from the due date, that amount ceases to be owed by **Slimtel** except on demand by the relevant Customer.

- xii. If the Customer has a credit balance of \$5.00 or less in any **Slimtel** account, that amount will only be forwarded to the Customer if they make a request in writing.

3) Customer Disconnection From The Slimtel Network

- a. **Slimtel** can temporarily disconnect the Customer from the **Slimtel** Network or not provide the Customer with all or any part of the Service, including an ancillary service, if:
 - i) the Customer informs **Slimtel** that they have lost or damaged their SIM card;
 - ii) the Customer has not done what they have promised they will do under this Agreement;
 - iii) **Slimtel** has an incomplete record of information about the Customer;
 - iv) **Slimtel** suspects on reasonable grounds that its record of information about the Customer contains incorrect information;
 - v) an authority, such as the ACA, requires **Slimtel** to do so;
 - vi) in relation to an ancillary service, **Slimtel** is obliged to do so upon request from the relevant service or content provider; or
 - vii) there are technical problems with the **Slimtel** Network.

b. **Slimtel** can permanently disconnect the Customer from the **Slimtel** Network if:

- ii) **Slimtel** has an incomplete record of information about the Customer and they fail to provide **Slimtel** with the relevant details upon **Slimtel**'s request;
- iii) the Customer has not done what they have promised **Slimtel** they would do, even after **Slimtel** has given the Customer seven extra days to do so;
- iv) the Customer does anything which **Slimtel** believes can damage the **Slimtel** Network;
- v) **Slimtel** believes that the Customer has used the Service to commit unauthorised, criminal or unlawful activities;
- vi) a criminal law-enforcement agency asks **Slimtel** to disconnect the Customer because it has a suspicion on reasonable grounds that the Customer has used, or is likely to use, the Service to engage in criminal conduct;
- vii) the Disconnection is reasonably necessary to enforce the criminal laws or laws imposing pecuniary penalties, protect the public revenue or safeguard national security;
- viii) an authority, such as the ACA, requires **Slimtel** to do so.

c. When Disconnected from the **Slimtel** Network:

- viii) the Customer no longer has the right to use their mobile phone number;
- ix) the Customer must immediately return the SIM card to **Slimtel**.
- x) Pay all outstanding dues, pay a port fee if applicable and pay out their contractual obligation, which is at the time of disconnection the number of months remaining in contract multiplied by the minimum monthly fee.

ADDENDUM - PRICING BY CALL TYPE FOR EACH PLAN

All Plans

1. All Plans with Each Individual Call Type Charge, Billing Unit and Flagfalls.

http://www.slimtel.com.au/resources/SlimTel_SFOA_Addendum.xls

2. Call types included as part of the Cap for Capped plans

http://www.slimtel.com.au/resources/SlimTel_SFOA_Discount_Structure.xls

3. Roaming Charges

http://www.slimtel.com.au/resources/Update_May_Roaming_Charges.xls

Double click on the blue text hyperlink for the required information.

Notes to attachments:

1. Flagfall - One off charge for call regardless of duration (inc GST)
2. Rate per minute - Charges for the call type for a full minute (ie 60 seconds) (inc GST)
3. Charging Block - Charging blocks for that call type (ie 1 second, 30 second etc)
4. Network Cost Multiplier - where points 1-3 above do not apply the standard network charge plus a surcharge shown as a percentage
5. Part of Cap Calls/Included Calls Column shows if the call type is included or not and the second column of the 50% discount of caps shows what call types are included.
6. Second worksheet contains call types included in cap plans or included calls in plan as well as call types included in discount if you go over the cap.
7. Third Worksheet contains roaming charges by country.