

PennySIM Service Description

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PENNYSIM SERVICE DESCRIPTION

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1 WHAT IS THIS DOCUMENT

- a) This document sets out the Service Description for supply of the PennySIM Service by PennyTel Australia Pty Ltd (ABN 12 166 566 632) ('we', 'our', 'us') to our residential customers ('you').
- b) The Agreement between you and PennyTel Australia Pty Ltd (ABN 12 166 566 632) is made up of the following parts:
 - a. The General Terms;
 - b. this PennySIM Service Description;
 - c. the Critical Information Summary; and
 - d. the terms of the Plan or Offer you order.

The Agreement is created when we accept an order from you for the PennySIM Service,

- c) You need to read this document, the General Terms, the Critical Information Summary, and your order to understand the Agreement and your rights and obligations relating to the PennySIM Service. Words that start with a capital have defined meanings, set out in clause 12. You need to read the definitions in that clause to understand the meanings of those words.

2 THE PENNYSIM SERVICE

2.1 What is the PennySIM Service?

- (a) The PennySIM Service is a prepaid Mobile phone plan.
- (b) The Service gives you:
 - i) the Service provided over the Vodafone Mobile Digital Network;
 - ii) the ability to make and receive mobile phone calls;
 - iii) the ability to access SMS and other value added services; and
 - iv) the use of a mobile phone number.

2.2 Default Features

- (a) The following features are activated by default:
 - i) Data
 - ii) Voicemail deposit and retrieval
 - iii) National and international SMS
 - iv) National and international MMS
 - v) National and international voice calls (IDD)
 - vi) Missed call service
 - vii) Premium SMS
 - viii) Premium number voice calls
- (b) Your ability to make international direct dial calls or to use your Mobile Service when you are in countries other than Australia is subject to our approval. You must obtain our express authorisation to use your SIM card in countries other than Australia. All data included and purchased on top of your respective plan is limited to usage within Australia. You are responsible for all costs incurred from International Roaming usage (including data roaming). In some circumstances we may require you to provide some form of security, such as a security deposit, before we allow you to access those services

2.3 Excessive Use

- (a) Our plans have been designed to provide you with the flexibility to choose an option that provides best value for your calling needs. We are unable to forecast all the circumstances and ways in which you may use our plans.
- (b) If you use a plan excessively we reserve the right to notify you that we consider the use to be excessive and to transfer you to the Default Plan.
- (c) If excessive use continues we may suspend or terminate your service. If your Service is terminated for excessive use we may cancel your account.
- (d) Except for an Endless Plan which is covered in section 2.3(e) below, unless otherwise stated in your Plan, PennyTel considers the duration of timed and untimed calls in excess of 2 hours in one session to be of excessive use.
- (e) If you have an Endless PennySim plan, the fair use policy set out below applies to your Service:

Summary

- (i) It is important to Vodafone and us that you and other users are able to access the Services. So Vodafone has devised a Fair Use Policy which applies to:
 - (A) usage of the Services; and
 - (B) any promotions or Services which are advertised by Vodafone as subject to the Fair Use Policy (**Fair Use Promotions**).
- (ii) Vodafone reserves the right to vary the terms of the Fair Use Policy from time to time.
- (iii) Vodafone may rely on the Fair Use Policy where:
 - (A) your usage of Services is unreasonable; or
 - (B) your participation in a Fair Use Promotion is unreasonable, as defined below.

Unreasonable Use

- (iv) It is unreasonable use of Services where your use of Services is reasonably considered by Vodafone to be fraudulent or to adversely affect the Vodafone Mobile Digital Network or other customers' use of or access to a service or the Vodafone Mobile Digital Network.
- (v) It is unreasonable use of a Fair Use Promotion where your participation in a Fair Use Promotion is reasonably considered by Vodafone to be fraudulent or to adversely affect the Vodafone Mobile Digital Network or another customer's use of or access to a service or the Vodafone Mobile Digital Network.
- (vi) Among other things, "fraudulent use" includes resupplying a Service without Vodafone's consent so that someone else may access or use the Services or take advantage of a Fair Use Promotion.

Vodafone's Rights

- (vii) Where you are in breach of this Fair Use Policy, we or Vodafone may contact you to discuss changing your usage so that it conforms to this Fair Use Policy.
- (viii) If, after we or Vodafone have contacted you, your unreasonable use continues, we or Vodafone may, without further notice to you:
 - (A) suspend or limit the Services (or any feature of it) for any period we or Vodafone think is reasonably necessary; and/or
 - (B) terminate your use of the Services.

2.4 Customer Eligibility

- (a) You can only order the Service if you:
 - i) are over 18 years of age;
 - ii) acquire and will use the Service for personal, domestic or household purposes; and
 - iii) will not resell or use the Service for business purposes;
 - iv) use in an individual phone; and
 - v) will not use it in a device capable of supporting other calls.

2.5 Limitations of the PennySIM Service

- (a) You acknowledge and agree to accept the limitations of the PennySIM Service set out in this clause 2.5.
- (b) To make or receive a call using a PennyTel Service you must have a positive Account Balance.
- (c) You are responsible for enquiring whether mobile coverage is available in areas in which you will ordinarily require the Mobile Service.

Limited access to Emergency Services

- (d) You acknowledge and agree that:
 - i) you will not be able to use the Service to call emergency services (such as 000), or anyone else, if you have a flat battery
 - ii) the ability and performance to call emergency services will be impacted if you are calling from a location with limited or no network coverage;

Emergency Services and Location Information

- (e) While our mobile carrier will provide the most precise location information available to emergency services, you are responsible for providing your estimated geographic location.

Availability and Performance

- (f) Network coverage and many other factors may affect the availability and performance of this Service and features.
- (g) This Service and features are only available if used in conjunction with a compatible mobile device and if in a compatible coverage area. Not all mobile devices are compatible with the Vodafone network. In particular, Vodafone's 3G Network and GPRS Network may only be accessed with handsets capable of being used on those networks. We do not guarantee the extent to which a 3G or GPRS Compatible Handset will be able to access information on the internet or elsewhere. Your ability to access, use and download information will depend on the features and functionality of the handset being used, and the nature and quality of the information being accessed. The 3G Network and GPRS Network may be subject to congestion, delays and/or loss of transmitted data.
- (h) You acknowledge that the 3G Network and GPRS Network coverage area may be smaller than the coverage area for other services on the Vodafone Mobile Digital Network.
- (i) You must acknowledge and comply with all conditions imposed by the content provider when accessing content using the 3G Network and GPRS Network.
- (j) We and Vodafone are not liable for any temporary unavailability of the Service for any reason.

2.6 Technical, Operational and Equipment Requirements

- (a) We provide you with a Subscriber Identity Module for use in a GSM or 3G capable mobile phone. You are responsible for supplying a compatible phone that is not SIM Locked to another mobile network. You are responsible for ensuring that any handset you propose to use with your PennySIM service has not been blocked from Australian mobile networks. (Where a phone is reported lost or stolen the handset can be blocked from all networks. PennyTel cannot arrange for a handset to be unblocked other than one that we requested be blocked (see clause 8).

2.7 Connecting and Supplying the PennySIM Service

- (a) The terms of supplying the services are set out in clause 4 of the General Terms.
- (b) The Start Date for the Service is the date on which you first use the Service, or 5 days after we notify you that the Service is ready to use, whichever occurs first.
- (c) You acknowledge that the PennySIM Service relies on networks and services supplied by our suppliers and other third parties which are outside our control.
- (d) If you wish to apply for a PennySIM Service you must complete the online Application Form on our Website. To apply for a PennySIM you are required to have an Auto Recharge facility established on your account.
- (e) We aim to despatch your PennySIM (from Sydney) within twenty-four hours of receiving and accepting an Application Form. Delivery will depend upon your location and standard Australia Post delivery schedules.
- (f) If you have asked us to Port an existing mobile phone number away from another mobile service provider, then we aim to connect you within two hours of successfully completing that Port.
- (g) If we do not accept your Application Form for our PennySIM Service or if you have not successfully completed a Port within 30 days and we provided you with a SIM card for use on the Mobile Network, you must return the SIM card within 14 days of us giving you Notice to do so. Provided that the SIM card is unused, undamaged and still in its original packaging, we will refund the full amount you have paid to PennyTel for that SIM card.
- (h) We are not liable to you for any delay in supplying the Service or any failure to connect the Service to you except to the extent expressly set out in clause 10 of the General Terms.

2.8 Restrictions on using the PennySIM Service

- (a) You acknowledge and agree that we supply the Service to you for personal, domestic or household purposes, and not for business purposes.
- (b) **Fair Use Policy.** You must comply with our fair use policy for this Service as set out in clause 2.3.
- (c) **Restriction on making calls.** You acknowledge that you will not be able to use the Service to call anyone in the circumstances set out in clause 2.5.
- (d) You must not re-sell or resupply the Service to anyone.
- (e) You must not use the Service in conjunction with any Two Stage Dialling Service or with a SIM box or GSM gateway or similar device.

3 SERVICE FEATURES

3.1 Service Features

(a) The PennySIM Service provides you access to the following features:

i) **Data**

The PennySIM Service enables you to access the internet from your mobile.

Data inclusions and charges apply as per your selected Plan.

ii) **Voicemail deposit and retrieval**

Voicemail deposit is when you leave a voicemail on another number.

Voicemail retrieval is when you play back a voicemail that has been left for you.

iii) **National and international SMS**

SMS (Short Message Service) also commonly referred to as Text Messaging enables you to send a brief message over the mobile network to another mobile phone.

iv) **National and international MMS**

MMS (Multimedia Messaging Service) lets you send and receive messages containing images, sound files, animations and text between MMS capable phones.

v) **National and international voice calls (IDD)**

Enables you to make call to national and international telephone numbers.

vi) **Missed call service**

vii) **Premium SMS**

Premium SMS are a suite of messaging services which include competitions, voting, content subscriptions, chat and dating services that are charged at a premium rate depending on your PennySIM plan.

Premium SMS on PennySIM are enabled by default, but can be switched off by simply submitting a [support request](#).

Premium SMS numbers include 6 digit numbers starting with 191, 193, 194 or 195, OR 8 digit numbers starting with 196, 197 or 199.

You are liable for all Premium SMS made and requested, and any applicable charges.

viii) **Premium number voice calls**

Premium number voices calls, also commonly referred to as premium rate service (PRS) are calls to numbers starting with 190. Calls to these numbers are charged at a premium call rate. Examples of PRS include weather forecasts, competitions, and psychic readers.

3.2 How to order Services

- (a) If you wish to apply for a PennySIM Service you must complete the online Application Form on our Website.
- (a) You must promptly contact us about any service difficulty and provide sufficient details and access to assist us to investigate it.
- (b) To request customer support, contact our Customer Service Centre on 1300 112 888 or on +61 2 8282 6203 if you are overseas, between the standard hours of 9am to 7pm AEST Monday to Friday or online at <https://www.pennytel.com.au/contact-us/support-request>.
- (c) We will provide support for equipment and software purchased from us. We will not provide customer support for the connection of additional computers, networking devices or local area networks to the service, nor any other features unrelated to the provision of this service.
- (d) Customer support may only provide limited assistance for equipment and software supplied by you. However, we will provide full customer support for billing, passwords, inquiries, and the PennyTel Portal.

4 CUSTOMER SUPPORT

- (a) We will notify the mobile network provider of any faults reported to us so that full Mobile Service can be restored as soon as reasonably practicable.
- (b) To request customer support, contact our Customer Service Centre on 1300 112 888 or on +61 2 8282 6203 if you are overseas, between the standard hours of 9am to 7pm AEST Monday to Friday or online at <https://www.pennytel.com.au/contact-us/support-request>.

5 CHARGES AND BILLING

5.1 Types of Charges

- (a) For this Service, you must pay the fees and charges for the plan specified in your Order and other applicable fees and charges at the times set out in the table below:

Type of charge		Payment due
Recurring charges	Access charges	In advance according to plan (e.g. monthly/annual), commencing on the date you place your order
	Usage charges	By prepayment in advance.
Miscellaneous charges	Other fees & charges as set out in the General Terms, this Service Description and your Order, or as we notify under clause 3 of the General Terms	As incurred

5.2 Prepaid

- (a) You acknowledge that we do not provide credit terms for supply of this Service. The service is charged on a prepaid basis and you must pay for all charges in advance and maintain a positive balance.

5.3 Account Balance

- (a) When you acquire a Service you will be required to make a Payment into your account. We will maintain an Account Balance for you as a Member. Your Account Balance can be viewed at any time through the PennyTel Portal. Account Balances are maintained in units of cents.

5.4 Mobile Service Charges

- (a) Our national and mobile calls, WAP, SMS, GPRS and MMS and any other value added services offered by us from time to time will be charged in accordance with your PennySIM Service Plan and may be obtained by visiting www.pennytel.com.au.
- (b) All PennySIM plans will incur a security deposit of \$20 charged at point of sale. Upon cancellation of the PennySIM service this \$20 deposit will be deducted for the Deactivation Fee as per 4.4(j).
- (c) Subject to the terms of your PennySIM Service Plan, if you notify us and we agree, you may upgrade or downgrade your PennySIM Service Plan but if you do so, we may charge you an upgrade or downgrade fee of \$50 or another amount as set out in your PennySIM Service Plan. A disconnection at your request and reconnection to the same or a different plan is also a plan change and may incur the fee.
- (d) You will be charged for all calls you make while International Roaming outside of Australia. Please be aware that you will also be billed for calls that people make to you when you are International Roaming. Your caller pays what they would normally pay to call you in Australia and you pay the additional Charge to send the call overseas to you. Once International Roaming has been enabled for your Service it will remain enabled until you request that it be disabled.
- (e) We are not able to control the variations in International Roaming Charges as they are set by the overseas operator whose network you are International Roaming on, and are also subject to international exchange rate fluctuations. To find out about International Roaming Charges, visit www.pennytel.com.au.
- (f) Charges for calls made while Roaming can take up to three months to be charged to your account.
- (g) The PennySIM Data SIM is provided for the express purpose of use as a data service. The SIM is, however, capable of supporting voice calls if used in an appropriate handset. If used in this way calls will be charged at the cheapest rate for the call type that applies to any PennySIM plan that includes no monthly access fee (currently the Go Local plan).
- (h) Premium SMS rates vary according to your chosen plan. Because charges are set by the service you are using, we are unable to provide pricing or further information on third party services. Should you wish for additional information on premium SMS charges, please contact the service provider directly. The mobile charges in your invoice refer to items such as Premium SMS charges, national call charges etc.

Smart Dial

- (i) Calls to Smart dial numbers are charged as a two-leg call; the call from your PennySIM service is charged at the rate applicable to a call to a landline number, the international leg is charged at the applicable VoIP rate for the destination.

Deactivation Fee

- (j) You will be charged a Deactivation Fee of \$20.00 (including GST) when you cancel your PennySIM service.

5.5 Mobile Data Charges

- (a) The minimum data charge for PennySIM voice plans; Endless and Go Global are AUD \$0.00003. Data is generally calculated as 3c/MB, billed per KB. However, if you use less than 1 KB, you will incur the minimum charge.

Likewise, Go Local data charges are 3.8c/MB, billed per KB, with the minimum charge being AUD \$0.00004.

- (b) You are responsible for all broadband usage charges incurred when you use the Service.

5.6 Call Charges

- (a) Voice and data usage is updated every 24 hours. Individual calls can take longer to be recorded due to delays from supporting providers.
- (b) Any discrepancies should be reported as soon as you become aware of it.
- (c) We may charge you up to 190 days after the date of the call.
- (d) Where you exceed your voice or data usage limits of your selected plan but we were unable to restrict your usage due to details of call charges not being received by us from supporting providers, you are responsible for the charges in excess of your plan.
- (e) A minimum balance of \$20 is required. Once the minimum balance is reached, your account balance will automatically be topped-up via your verified credit card with the minimum amount or your nominated amount. The minimum top-up amount for PennySIM is \$20.
- (f) We can provide International Roaming upon request, but a Security Deposit of \$250 will be required. The Security Deposit will be returned in full sum at the end of the International Roaming service period if and when all charges are paid and cleared and roaming is deactivated.
- (g) You need to contact us to enable this service, and provide the specific dates on which the service shall commence and end. International Roaming will be cancelled without warning on the end date, as per provided by the customer.
- (h) We are reliant on information received from international carriers to charge you for your calls. We may charge you up to 3 months after the date of the call.
- (i) National Roaming is a service that enables you to use the Telstra GSM network to deliver you better mobile phone coverage in regional areas of Victoria and Tasmania. National Roaming is automatically set up on your phone but can be disabled by contacting us. When you use National Roaming, you see a Telstra indicator on your mobile's display but calls will be charged by us at the same rate as an equivalent call when you are using the Vodafone network.
- (j) If you're on a call and move out of a Vodafone coverage area, into an area where you require National Roaming, your call will drop out. But all you need to do is redial the number and you're immediately re-connected, via the Telstra network. You stay on the Telstra network until you finish your phone call. You can stay connected to the network for up to 30 minutes after your call is finished. This may occur, even if you are back in a Vodafone coverage area.
- (k) We charge for timed calls from the time the call is answered by the called party or by an answering machine or by other means which provides announcements for wrong number, service switch off or disconnect service until the time when the call is terminated by the calling or called party. You are responsible for properly terminating your calls. Unless specified otherwise in the Critical Information Summary of the plan you are using, we charge for timed calls in one minute increments. For billing, we will round the charges up to the next whole minute and to the next 1 cent.

- (l) Call Charges are deducted from your Account Balance at the conclusion of each call or as soon after as is practicable. If the Account Balance becomes zero or less, or falls below any threshold specified in a Plan, then Call Restrictions will apply. If the amount of a call charge is greater than the current Account Balance then the total amount of the call will be charged and the Account Balance will be negative.

5.7 International Call Rates

- (a) International call rates are subject to variation. Please contact us to confirm any prices before calling, or click 'Call Rates' from the relevant plan on our website: <https://www.pennytel.com.au/personal-voip/plans>

5.8 Call Credits

- (a) Call Credits are provided as part of some Plans and Promotions. Additional Call Credits may be applied in conjunction with Once Off fees (for example making a PennyTransfer or purchasing an ATA device) or Offers.
- (b) Call Credits included in your Plan are credited at the beginning of the next billing month. They will be valid on a monthly basis, whereby any unused credits will not be rolled over to the next billing month.
- (c) Call credits from making a PennyTransfer will be valid for 30 days, from the moment it is credited into the customer's account.
- (d) Call credits from purchasing an ATA device do not expire, as they are given in a dollar amount for usage.
- (e) Call credits related to PennyTel's promotions are dependent on the specific terms in the promotion.
- (f) If you exceed the number of call credits in a billing period, we charge you for each call you make in excess of the number of included call credit at the rates set out in the Critical Information Summary.

5.9 Bill Frequency and Billing Date

- (a) We issue bills to you on a monthly basis with charges calculated to the 1st of each month. You will be advised by e-mail at the address specified by you that your invoice is available in the Portal.

5.10 Bill Contents

- (a) The bill we issue will itemise the call charges deducted from your Account Balance in the Billing Period. It will include details of any Once-off Charges incurred in the Billing Period.
- (b) It will include the Service Access & Resource Fee and any pro-rated Service Access & Resource Fee. The net value of your Service Access & Resource Fee and any adjustments will be deducted from your Account Balance when the bill is issued. If these amounts are greater than the Account Balance they will be deducted and the Account Balance will be negative.

5.11 Billing Period

- (a) The Billing Period for the Monthly Service Fees and Call Credits starts and ends on the 1st and last day of each month respectively. If your service sign up date is not the 1st of the month, then the account will be charged on a pro-rated basis.
- (b) The pro-rated amount is calculated by dividing the Monthly Service Fees by the number of days in the current month, and multiplying the result by the number of remaining days in the current month. This also applies to free Minutes, Calls and Data Allowance.
- (c) The full amount for the plan's Monthly Service Fees will be automatically charged by our system, but the difference between the Monthly Service Fees and the pro-rated amount will be refunded to you, based on your original payment method. For example, if you paid using your credit card, the amount will be refunded to your credit card.

6 PAYMENT

6.1 Payment options

- (a) Payments to us can be made by Credit Card, BPAY, Direct Credit or by EFT. Some services may have restrictions on the payment methods that can be used.

6.2 Prepaid

- (a) You acknowledge that we do not provide credit terms for supply of this Service. The service is charged on a prepaid basis and you must pay for all charges in advance and maintain the minimum positive balance required by your plan

6.3 Auto Recharge

- (a) You may select to establish an Auto Recharge facility with us.
- (b) Auto Recharge is established through the PennyTel Portal and will charge a Credit Card.
- (c) In establishing the Auto Recharge facility you will specify the Threshold Account Balance i.e. Total Balance (which must be no less than \$10 or other amount specified for the Service) at which the Auto Recharge will occur, you will specify the Payment Amount for each recharge (which must be no less than \$20 or other amount specified for the Service) and you will specify a Maximum Amount of Recharges that can occur in a Billing Period. The Maximum Amount must be a whole number multiple of the Payment Amount.
- (d) You may change these amounts through the PennyTel Portal at any time.
- (e) A Maximum Amount of Recharges is not applicable for paid Personal VoIP plans.
- (f) Any outstanding balance owing to PennyTel will automatically trigger Auto Recharge. The recharge amount will be either the outstanding balance or specified recharge amount, whichever is higher.
- (g) Each time that the Auto Recharge is triggered you will be sent an e-mail confirming that the Payment has been made.
- (h) Some Services (for example the Crazy Talk and Talk Till You Drop Plans, Multiple Calls, DID's and PennySIM) are only available to you if you have established Auto Recharge and may specify minimum amounts for the specific Service.

6.4 Disputes

- (a) If you have identified to us that you wish to dispute a specific charge we have made against your Account Balance, we will credit your Account for the amount of the disputed charge while we are investigating the dispute and until the investigation is complete.
- (b) If our investigation reveals the charge was correct, we will recharge your account the amount of the charge once we have advised you of that decision.

7 UPGRADES, DOWNGRADES AND RELOCATIONS

7.1 Upgrades and Downgrades

- (a) You can change the plan for the Service to another plan at any time by notifying us in writing at least 14 days beforehand.

- (b) The change of plan will take effect on the next billing date.
- (c) If you downgrade a plan you will incur a Break Fee as set out in the Critical Information Summary.
- (d) You can only upgrade or downgrade the Service to another PennySIM Service. If we agree to the change, you may incur a Break Fee and other charges.

8 SIM CARDS AND HANDSETS FOR VODAFONE NETWORK

- (a) For your PennySIM Service to work on the Vodafone Network, you will need to insert the SIM card we provide you into your handset. The original SIM card that we give you is included in your PennySIM Service Plan. If you need a replacement SIM card, you must pay the Replacement SIM Card Charge and delivery fee (see clause 8). You will not be required to pay the Replacement SIM Card Charge if the original SIM card is faulty or defective. Replacement of the SIM due to damage through customer action or misadventure will incur the SIM Replacement Fee.
- (b) We may specify certain procedures for activation of your SIM card to protect against unauthorised use. You must take all reasonable care to keep the SIM card safe and in good condition.
- (c) If you lose your SIM card or if it is stolen (including if your handset is lost or stolen with the SIM card inserted) you need to tell us immediately. You are responsible for all Charges up until the time you tell us that your SIM card is lost or has been stolen. You will be required to pay a SIM Replacement Fee if you want a new SIM to continue your Service.
- (d) You agree that the only interest you acquire in a SIM is a licence to use the SIM.
- (e) You must not remove from a SIM any markings specifying that the SIM is owned by Vodafone.

SIM Replacement Charges

- (f) Where a SIM Replacement Charge is payable the charge is \$20. In addition you need to pay postage charges the details of which will be provided on the Website when you request the replacement SIM. (As at 1 March 2011 these were but these are subject to change \$15 for Express Post and \$10 for Registered Post.)

9 HANDSET BLOCKING

9.1 Handset Blocking for your PennySIM Service on the Vodafone Network

- (a) You can request us to:
 - (i) block the use of your handset for your PennySIM Service if it is lost or stolen; or
 - (ii) unblock the use of your handset for your PennySIM Service.
- (b) In relation to the Vodafone Network, we block the use of your handset for your PennySIM Service by invalidating the IMEI number of the handset in the Equipment Identity Register of the GSM networks. This means that no-one will be able to use your handset, except to make calls to emergency services
- (c) You indemnify us (and must pay us) for any loss or liability that we may incur by acting on your request to block or unblock the use of your handset for your PennySIM Service.
- (d) You can ask us to unblock the use of your handset:
 - (i) if you believe that we have blocked the use of a handset for your PennySIM Service by mistake; or

- (ii) if you have recovered your lost or stolen handset.
- (e) We can block the use of a handset for your PennySIM Service if we reasonably consider that a handset has been lost or stolen. We will use reasonable endeavours to contact you before we block your handset.
- (f) We may block or continue to block the use of a handset for your PennySIM Service if the handset has been lost or stolen, even if you prove to us that you have acquired the handset in good faith without knowing that it has (or may have) been lost or stolen.

9.2 Vodafone Network: When other mobile service providers can block handsets

- (a) Regardless of why we have blocked your handset for your PennySIM Service, we will include the IMEI number of that handset on a list of IMEI numbers that we have blocked.
- (b) We send this list to other mobile service providers in accordance with the inter-carrier blocking initiative introduced by the Australian Mobile Telecommunications Association. We may also block the use of your handset if its IMEI number is on a list of blocked numbers we receive in accordance with this blocking initiative. This would most commonly happen if a previous owner had reported the handset lost or stolen.
- (c) Other participating mobile service providers will then invalidate the IMEI numbers on that list so that the corresponding handsets will not work on their GSM networks.
- (d) We do not promise that the other participating mobile service providers will invalidate your IMEI number or do so within a certain period of time.

10 PHONE NUMBERS AND PORTABILITY

10.1 Mobile Phone Numbers

- (a) If you would like to change your mobile phone number you must pay the applicable charge set out in your PennySIM Service Plan each time you request a new mobile phone number.
- (b) Within reason, you may ask us to search our database of available mobile numbers to choose a particular mobile number.
- (c) If you have not activated your reserved mobile number within six months, we will return the number to our database of available numbers.
- (d) If you have chosen a Premium Number you are required to pay an upfront Charge for the reservation of that Premium Number as set out in your PennySIM Service Plan.
- (e) We may, from time to time, auction Premium Numbers and therefore, the prices of Premium Numbers reserved at auction may differ to the Premium Number Charges set out in your PennySIM Service Plan.

10.2 Mobile Number Portability (MNP)

- (a) We provide a MNP service as an option for you changing your mobile service provider.
- (b) MNP allows you to keep your existing mobile phone number when you stop using the mobile service linked to that number and take up a new mobile service with another mobile service provider. This process is known as Porting. You can only Port active mobile phone numbers.
- (c) If you wish to Port a mobile number to PennyTel then you must complete and sign a Mobile Number Portability

Customer Authorisation Form. Porting to PennyTel is subject to our Mobile Porting Terms and Conditions which are available on our Website www.pennytel.com.au or by contacting us. Our Standard Terms and Conditions, including these Mobile Terms, will only apply to the use of a mobile number once it is successfully Ported to PennyTel.

- (d) If you Port away from us, you will continue to be responsible for any outstanding amounts owing to us on your account and the administration charges. As Roaming charges can take up to three months you will continue to be responsible for any Call Charges incurred prior to porting away that may not have been posted to your account at that time.
- (e) If you Port away from us you are cancelling your service and you will incur the Deactivation Fee.
- (f) We are not liable to you for any direct or indirect loss or damage that you may suffer due to a failure or delay in the Porting process that was due to matters outside our control including the acts or omissions of another mobile service provider.

10.3 Caller ID

- (a) Caller ID allows a person receiving a call from you to see your mobile phone number on their handset. Caller ID is automatically activated on commencement of your PennySIM Service. If you do not want your number displayed, check your handset user guide to see how to deactivate the functionality.

11 CHANGE OF OWNERSHIP

- (a) Change of Ownership can be applied for if you wish to transfer your PennySIM service to another user. Call credits will not be transferred. The transfer is limited to ownership only.
- (b) The Change of Ownership form must be completed, whereby agreement to the conditions listed will be interpreted as acceptance of all service terms and associated responsibilities. This includes but is not limited to the authorisation for Auto Recharge payments.
- (c) The new owner to the PennySIM service will incur a \$20 administration charge. Other fees may also be applicable, subject to circumstances of the individual service.

12 DEFINITIONS

In this document, words have the meanings given them in this clause 12.

Account Balance means the sum recorded by us as the net value of payments made by you less deductions made for provision of services under this agreement.

Agreement means the terms and conditions on which we supply the Service to you and is made up of these General Terms, the Service Description, the Critical Information Summary and your order.

Auto Recharge means the facility to automatically recharge your account if the balance falls below a threshold. The recharge amount (which must be no less than \$20) will be drawn from your registered credit card

Billing Date means the date specified in clause 5.9

Billing Period means the calendar month starting on the 1st of each month as specified in clause 5.11

Break Fee means the fee payable by you in respect of a Service with a Fixed Contract Period if you change a plan or if the Service is cancelled and unless stated otherwise in the Critical Information Summary, is calculated by multiplying the minimum monthly charge by the number of months remaining in the Fixed Contract Period as at the date of Service cancellation (months remaining x minimum monthly charge).

BYO Equipment means equipment which you use in connection with the Service and which we have not supplied to you.

Call Charges means a Charge related to a call as referred to in this agreement.

Call Credits has the meaning provided by clause 5.8.

Call Restrictions means a restriction placed by us on the type, number or duration of calls that may be made using your Service.

Charge means a charge related to a Service as referred to in the General Terms, Service Specific Terms or the terms of a Plan or terms of an Offer.

Charges means those monies payable by you to us under the Agreement as varied in accordance with the Agreement. Charges include those set out in your order, the Critical Information Summary, the Standard Fee Table, the Special Offer (if any), and any amounts payable for rental of Our Equipment and for provision of any additional services by us.

Consumer Guarantee has the meaning given in Division 1 of Part 3-2 of the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)).

Customer means a person who enters into this agreement for a Service (including the supply of that Service to another person) or otherwise acquires a Service from us.

Critical Information Summary means our document headed 'Critical Information Summary' which sets out charges and information related to the plan ordered for the Service.

Customer Service Guarantee Standard means the Telecommunications (Customer Service Guarantee) Standard 2011.

Deactivation Fee means the charge we will apply when you cancel (including porting away) your PennySIM service.

Emergency Service Number has the same meaning as "emergency telephone service" in the Telecommunications (Emergency Call Service) Determination 2009 and in particular means the ability to call the emergency number TripleZero.

Equipment means any equipment that you use that is necessary for the use of a Service

Equipment Identity Register means the GSM equipment identity register database, which contains information on the identity of mobile equipment to prevent calls from stolen, unauthorised or defective mobile stations.

Fixed Contract Period in respect of an agreement, means an agreement in which there is a fixed period for supply of the Service, but does not include a month to month agreement.

General Terms means our terms and conditions for residential and small to medium business customers.

GSM means the global system for mobile communication. In Australia, GSM is used to refer to the 900MHz band. GPRS means General Packet Radio Service.

IMEI means the International Mobile Equipment Identity.

International Roaming means using your Mobile Service when you are in countries other than Australia.

MMS means Multimedia Messaging Service.

Mobile Service means any of PennyTel's mobile telephone services which access the Vodafone Network.

Mobile Service Plan means the specific plan that you signed up to for use of a Mobile Service. You can obtain a copy of your Mobile Service Plan by visiting www.pennytel.com.au or by contacting us.

Mobile Number Portability (MNP) means the ability to Port a mobile telephone number as described in clause 10.

Mobile Number Portability Customer Authorisation Form means an authorisation form signed by the Customer to Port an MSN to a new Supplier.

Monthly Service Fees means the monthly fee due to us from you for the Service.

MSN means a Customer's mobile service number allocated pursuant to the Telecommunications Numbering Plan 1997.

National Roaming means using the network of another network operator to make calls from within Australia.

No Fixed Contract Period in respect of an agreement, means a month to month agreement or agreement in which there is no committed period for supply of the Service.

Offer means a special service offering that we may make available from time to time to eligible customers.

Once-Off Charge means a charge that is made once in response to a specific non-call event such as initial connection or equipment replacement fees.

Our Equipment means equipment which we loan or rent to you together with any cabling or other ancillary items provided with it. For clarity, it does not include equipment you purchase from us by instalment payments or otherwise.

Our Network means the telecommunications network owned or controlled by us or our group company. For clarity, it excludes any network of a supplier to us.

Plan means the specific plan that you signed up to for the use of the Service.

Port or **Porting** means to keep your existing mobile phone number when you stop using one mobile service provider's services and take up a new mobile service with another mobile service provider.

Portal means that part of our Website that is only accessed once you have provided your log-in details and through which you can transact with us.

Premises means any land, building, structure, vehicle or vessel, whether owned, leased or occupied by you, containing Equipment or a Service, to which a Service is supplied.

Premium Number means a specially reserved mobile phone number that you have purchased the right to use. The Charges for Premium Numbers are set out in your plan.

Promotion means a set of activities including advertising and one or more Offers designed to inform you of available Services.

Replacement SIM Card Charge means the charge for replacing your SIM card as set out in your plan.

Service Access & Resource Fee means the recurring monthly charge associated with a Plan or Service.

Service Description means our document headed 'Service Description' which describes the Service and its features.

Service or **Services** means any PennyTel telecommunications (or related) service signed up for by a Customer and includes any goods or Equipment provided in connection with the Service.

Short Message Service means the short message service provided as part of the GSM standard.

SIM means Subscriber Identity Module, a removable card or module which is used in the GSM authentication procedures and contains the international subscriber identity (IMSI) number and other subscriber data, any associated information and intellectual property.

Smart Dial means the service provided by PennyTel whereby an international number of your choice is mapped to an Australian landline number so that calls to it from your service are routed to the international number.

SMS means Short Messaging Service.

Special Offer means a special offer or promotion we may make in relation to the Service from time to time.

Standard Fee Table means our standard fee table available on our website.

Standard Zone Units (SZU) has the same meaning as given by the Telecommunications Numbering Plan.

Start Date has the meaning set out in clause 2.7.

Telecommunications Act means the Telecommunications Act 1997.

Telecommunications Numbering Plan means the Telecommunications Numbering Plan 1997.

Two Stage Dialling Device means a service which routes any standard national voice call from a fixed line in Australia or an Australian mobile to a network other than Vodafone's Network, including Australian and international networks.

WAP means Wireless Application Protocol.

We, our, us means PennyTel Australia Pty Ltd (ABN 12 166 566 632)

you, your means the customer whose name appears on the order.

13 MOBILE PORTING TERMS

13.1 You may be able to port your mobile number from your current mobile service provider to PennyTel if that mobile number is declared portable under the Australian Communications and Media Authority's Telecommunications Numbering Plan 1997 which you may obtain a copy of by visiting www.acma.gov.au.

13.2 PennyTel agrees to comply with the operational procedures for porting mobile numbers described in the Communications Alliance Code - Mobile Number Portability ACIF C570 2005 (MNP Code) which you may obtain a copy of by visiting www.commsalliance.org.au. The terms "Customer Authorisation", "Port Cutover Notification Confirmation" and "Standard Hours of Operation" have special meanings as described in the MNP Code.

13.3 The terms of PennyTel's Standard Form of Agreement – Mobile Terms (PennyTel's Standard Terms and Conditions) will apply to the supply of mobile services to you by PennyTel once you have successfully ported your mobile number to PennyTel.

13.4 If your mobile number cannot be ported to PennyTel then your application to become a PennyTel mobile customer will be cancelled, you will not become a PennyTel mobile customer and PennyTel's Standard Terms and Conditions will not apply to your use of your existing mobile number. Alternatively, you may accept a new mobile number from PennyTel, and your use of that number will then be subject to PennyTel's Standard Terms and Conditions.

13.5 Your Customer Authorisation to port your mobile number to PennyTel is valid for 30 days.

13.6 You acknowledge that:

- (a) Only your mobile number ports to PennyTel. Existing value added services (including voice mail, SMS, paging or facsimile services) provided by your current mobile service provider may be lost and new value added services will be provided by or on behalf of PennyTel.
- (b) There may be costs and obligations associated with porting your mobile number away from your current mobile service provider and you may lose any remaining pre-paid call credits if you port from a pre-paid mobile service.
- (c) You may have an ongoing contract with your current mobile service provider which requires the payment of cancellation and/or terminations fees to that mobile service provider if you port to PennyTel.
- (d) Regardless of whether your mobile number is successfully ported to PennyTel, you will still be responsible for any amounts owing to your current mobile service provider.
- (e) Your current mobile service provider may or may not disconnect your existing mobile service and/or value added services.
- (f) If you are porting between GSM and CDMA or any other mobile platform, you may need to purchase a new handset.
- (g) If you intend to use your existing handset, you may need to get it unlocked or reprogrammed prior to porting. You may also need to get a new handset.

13.7 You may withdraw your authority to port at any time before your current mobile service provider sends PennyTel a Port Cutover Notification Confirmation. If you withdraw your authority to port, your application to become a PennyTel mobile customer will be cancelled.

13.8 PennyTel does not warrant that it can port your mobile number from your current mobile service provider or that your number will be ported to PennyTel within any specified timeframe. Your current mobile service provider may reject the request to port if the information you provide is incorrect or does not match the data held by them. In this case, PennyTel reserves the right to correct the information and resubmit the request to port or dispute the rejection by your current mobile service provider. Additionally, a request to port may be rejected if:

- (a) the request is for a non-portable mobile number – e.g. a cancelled mobile number; the MNP Code requires the request to be rejected; or
- (b) PennyTel cannot otherwise provide porting for that mobile number in the circumstances.

13.9 We are not liable to you for any direct or indirect loss or damage that you may suffer due to a failure or delay in the porting process that was due to matters outside our control including the acts or omissions of another service provider.

13.10 If we provided you with a mobile handset from PennyTel and there is a failure to port your mobile number within 30 days you must return the handset within 14 days of receiving notice from PennyTel to do so. Provided that the handset is unused, undamaged and still in its original packaging, PennyTel will refund the full amount you have paid for that handset.

13.11 The Standard Hours of Operation under the MNP Code are AEST 8am to 8pm Monday to Friday and 10am to 6pm on Saturdays, excluding national public holidays, unless an extension is otherwise agreed by PennyTel. Standard Hours of Operation may be affected by network outages or failures.

13.12 If you wish to port your mobile number from PennyTel to another mobile service provider, then you must contact that other provider to implement the port.

13.13 PennyTel reserves the right to charge for porting your mobile number to or from PennyTel as set out in your plan.

13.14 PennyTel may collect, use and disclose your personal information in accordance with our Privacy Policy. It is your responsibility to read our Privacy Policy, which is located at www.pennytel.com.au or by contacting us.

14 ADDITIONAL TERMS

14.1 3G/GPRS network

- (a) You are responsible for all equipment and software necessary to use the GPRS or 3G Network as well as for the security and integrity of any information you transmit or receive.
- (b) You acknowledge that we and Vodafone do not check and are not obliged to monitor the content of information or material available from the GPRS or 3G Network or the internet, and that we and Vodafone are not liable for loss, cost, damage or expense you or anyone else suffers as a result of using information or material obtained using the GPRS or the 3G Network on the internet, including, but not limited to, that caused by a virus.

14.2 Assignment

- (a) We may assign this agreement to Vodafone without your consent, and you irrevocably appoint us as your lawful attorney to sign all documents and to do anything necessary or desirable to give effect to the assignment.
- (b) For the purposes of novation, you agree to the novation of this agreement to Vodafone on receipt of a notice from either us or Vodafone, such novation to be on terms no less favourable than the terms of this agreement applying immediately before the novation.

14.3 Information Disclosure

- (a) You consent to:
 - (i) us disclosing to Vodafone (or its related companies) all information about you including full name, billing address, street address, service number(s) (whether silent or not) and any other information about or relating to your use of the Services (Your Details); and
 - (ii) Vodafone (or its related companies) using that information in order to facilitate the supply of Services to you, and for marketing purposes.

14.4 Suspension and Disconnection

- (a) If you have a postpaid Endless plan, we may cease providing the Services after the expiry of your Fixed Contract Period.
- (b) You consent to us or a third party (including Vodafone) immediately suspending and/or disconnecting your SIM if we or the third party has reason to suspect that:
 - (i) your SIM is being used in conjunction with any Two Stage Dialling Service or with a SIM box or GSM gateway or similar device; or
 - (ii) fraudulent or illegal activity is, or will be, conducted via the relevant SIM.

14.5 Acknowledgement about the Services

- (a) You acknowledge and agree that the Services are provided by us and not Vodafone; and except to the extent required by law, Vodafone is not liable to you in respect of the Services.
- (b) You undertake not to make any Claim against Vodafone in respect of the Services.

14.6 Your Termination of the Service

- (a) You may not terminate this agreement for our default unless and until:
 - (i) you have notified Vodafone that you have become entitled to terminate this agreement (Termination Right Notice); and
 - (ii) Vodafone has failed to notify you within 14 days of receiving a Termination Right Notice that it does not wish to take an assignment of this agreement.

14.7 Trust

- (a) The benefit of the terms and conditions of this agreement is held by us as principal, and on trust for Vodafone, and you agree that Vodafone may enforce the terms and conditions directly against you.

14.8 Property damage

- (a) You must pay us for any destruction or damage to our property or Vodafone property you cause including by connection of unauthorised devices to the Vodafone Mobile Digital Network or otherwise.