



MOBILE CUSTOMER TERMS

SIGNING UP FOR A MOBILE SERVICE

Who is eligible for a mobile service?

To sign up for a mobile service you need to be at least 18 years old.

What you'll need to sign up for a mobile service?

To sign up, you'll need to have a Voipy SIM card, your own mobile phone handset or SIM-ready tablet or mobile broadband device, and Visa/Mastercard or a PayPal account. You can order a Voipy SIM card from our website, <https://voipy.com.au/voipy-mobile/>

What devices can I use with a mobile service?

To use a mobile service, you'll need a compatible handset, tablet or mobile broadband device which supports 3G 850Mhz and 4G 700Mhz and 1800Mhz bands.

Accepting your application

When you request a service, we decide whether to supply it to you based on these terms and your eligibility for that service.

How long will it take to get a service?

We aim to connect most of our mobile services within two hours of receiving and accepting a sign up request and payment.

If you are porting an existing mobile number from another service provider, it usually takes less than 4 hours but could take longer to port your number once your service is connected. We'll notify you if the transfer has not been successfully confirmed. Otherwise, we'll aim to connect your mobile services on the next working day.

Service commencement

We will notify you when you can start to use your service.

Bringing your mobile number to Voipy

When you want to transfer your mobile number between providers, providers like Voipy refer to this as "mobile number portability" or "MNP". MNP lets you 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". Note, you can only port active mobile phone numbers.

If you want to port your existing mobile telephone number to us, you'll need to agree to our porting terms and conditions, which we'll present to you when you sign up for a mobile service with us. We will only give you a new Voipy mobile service when we accept your application and we successfully complete the porting of your number. We will notify you if your porting request has not been successfully confirmed.

Getting a new mobile number

If you don't want to keep an existing mobile number, or don't already have a mobile number, we'll give you a new number when you sign up for your service.

WHAT IS A VOIPY MOBILE SERVICE?

The big picture stuff

A Voipy mobile service is a post-paid mobile service for use in Australia only. It gives you a mobile number (if you don't want to port your current mobile number) and access to our mobile network. It lets you access mobile data and make unlimited national calls & text (SMS/MMS) to standard landline and mobile numbers in Australia.

Unlimited international calls & text (SMS/MMS) to selected countries is also included the Large plan. You can add this to the Small or Regular plan for a monthly fee.

The data allowances, calls, texts and other inclusion or add-on features available on your mobile service are described in the Critical Information Summary for your plan.

Managing your data

You can see how much data you have remaining by calling your account manager.

Calling line identification and caller number display

Your mobile service comes with calling line identification (CLI), which allows a person being called from the phone service to see your phone number if their phone is capable of displaying the number.

Your mobile service also comes with caller number display. If a person calling you has not blocked CLI on their service, you'll be able to see the number they are calling from, provided your phone is capable of displaying the number.

Call forwarding

As long as you have a call and text add-on active, you can forward calls to a standard Australian mobile or landline number.

No other features included

Your mobile service does not include any other features beside those listed above and in the Critical Information Summary.

SMS MESSAGES

What are SMS messages?

SMS offers you the ability to send short text messages from a compatible device directly to another compatible device. When you send an SMS, your phone number, the date and the time the message was sent appears on the device of the person receiving the SMS.

Delivery of SMS messages

We will try to deliver an SMS for up to 7 days. If it cannot be delivered after 7 days, the SMS will be deleted from our SMS network.

We will take responsible steps to deliver SMS messages. However, in some circumstances the message may be undeliverable for reasons which include: technological difficulties; the receiving device is not working properly, is switched off, is out of range or the message storage space on the device is full; the destination number is invalid or barred to SMS; the person is overseas and the overseas phone company has blocked SMS from us. In such cases we will be unable to deliver the message.

Not suitable for emergencies, critical or important messages

SMS messages to fixed phone services are not suitable for telling or warning people about serious risks, important matters, time critical matters or asking emergency service organisations to come to someone's aid. A message which is sent may not be able to be delivered or may not be received by the recipient (either immediately or at all). Because of this, you should decide (and are responsible for deciding) whether a text message is the most appropriate way to deliver your message, particularly where it is important that the message be received by the recipient or where the message needs to be received or acted on within a certain time.

SMS messages are not encrypted

SMS messages to fixed phone services are not encrypted so it is possible that a third party could intercept an SMS during transmission or delivery.

MMS MESSAGES

What are MMS?

With an MMS capable device, MMS allows you to create and send mobile messages containing images, photos, text, audio clips and short video recordings.

Your responsibility for MMS message content

You are responsible for MMS content you send. You must not send content that is inappropriate or offensive to the intended recipients. You must not engage in text activity that interferes with or compromises any other person's use of the MMS service (such as spamming another person).

You must comply with all laws when creating and sending MMS content. For example, codes of conduct or industry codes (eg those relating to gaming, advertising and privacy) and the laws concerning intellectual property (eg copyright, moral rights and trade marks). You must not send MMS content that is owned by another person without their consent.

Size restrictions

If you attempt to send any MMS message that is larger than 500 kilobytes in size, your MMS message may not be successfully submitted and/or received. Most handsets support previewing of message properties, including file size.

PAYING FOR YOUR SERVICE

Pricing and payments

Pricing and details of how and when you need to pay are set out in the Critical Information Summary for your plan.

Taxes

The charges for your service may not include all taxes. You must pay any applicable taxes that we include as part of your invoice for your service. Applicable taxes may include any stamp and other duties, fees, taxes (including GST) and charges relating to your purchase of your service. GST may be imposed on a supply we make to you under these terms. We'll issue a Tax Invoice to you for any supply on which GST is imposed.

Overdue payments

1 day overdue

We notify you that your payment is overdue.

5 days overdue

We remind you that your payment is overdue.

11 days overdue

Your call and text add-ons are suspended, gifting by you is suspended, you cannot buy data top-ups, you cannot make plan changes, and your data is slowed to a maximum of 64 kbps. You may not be able to recoup the unused value of suspended add-ons, even if you subsequently pay the overdue amount.

To resume your service prior to day 25, you need to pay your outstanding amount. We notify you of these actions.

25 days overdue

Your Voipy mobile service is suspended, including inbound and outbound calls, texts and data. Data banking is suspended. Your data bank will be reset to zero. You will not be able to recover any banked data even if you subsequently pay the overdue amount.

To resume your service prior to disconnection, you need to pay your outstanding amount as well as your next monthly charges in advance. We notify you of these actions.

60 days overdue

We permanently disconnect your service. You lose your mobile number.

At least 5 working days prior to disconnection, we will have reminded you about the imminent disconnection of your service.

Financial hardship

We recognise that sometimes unforeseen events in your life, such as sudden illness or loss of employment, may affect your ability to pay us for services you have used. If you're experiencing financial hardship which is affecting your ability to pay an amount which is due for your service, please give us a call or email customerservice@thetc.com.au

WHEN THINGS GO WRONG

If you need a replacement SIM card

If you need a replacement SIM card, we'll provide you with one at a charge of \$5 (within Australia only). You can request one online on our website, or via your customer service representative.

If your handset is lost or stolen

If your handset is lost or stolen, you can ask us to block the use of your handset.

We will block the use of your handset by invalidating the International Mobile Equipment Identity (IMEI) number of the handset in the Equipment Identity Register of our mobile network. This means that you will not be able to use the mobile device on our network except for making calls to emergency services and certain customer service numbers.

We can block the use of a handset if:

- we reasonably consider that a handset has been lost or stolen; or
- we have received a list of blocked IMEI numbers from another mobile service provider, in accordance with the inter-carrier IMEI blocking initiative introduced by the Australian Mobile Telecommunications Association; or
- we reasonably consider that a handset provides a threat to the integrity of the telecommunications network or part of the telecommunications network.

We may decide:

- not to block the use of a handset; or
- to stop blocking the use of a handset,

if we believe that there may be another handset with the same IMEI number as that of the first handset. If your handset has (or may have) been lost or stolen, it may be blocked. If your handset is blocked it will not work.

If you find your handset again or if it is blocked by mistake

You can ask us to unblock the use of a handset:

- if you believe that we may have blocked the use of a handset by mistake; or
- where you recover a lost or stolen handset.

When other mobile service providers can block handsets

Regardless of why we block your handset, we'll include the IMEI number of that handset on a list of IMEI numbers that we have blocked.

We'll send this list to other mobile service providers in accordance with the inter-carrier blocking initiative introduced by the Australian Mobile Telecommunications Association. 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 or 3G networks either. However, we do not promise that the other participating mobile service providers will invalidate your IMEI number or do so within a certain time period in this initiative.

LEAVING VOIPY MOBILE

Leaving Voipy mobile

If you want to leave Voipy, you can cancel your service. Details of how to do so are set out in the Critical Information Summary for your plan. If you choose to transfer your mobile phone number

from us to another mobile service provider on another network, we will use our reasonable efforts to transfer your number.