

Summary of End User Wireless Terms and Conditions

Activ8me Summary of Standard Form of Agreement



Important Customer Information: Your Rights and Obligations

About this document

This document is a summary (**Summary**) of Activ8me's agreement for the supply of wireless services to you. The full terms and conditions setting out the terms on which we provide the service to you are set out in the Standard Form of Agreement (**Agreement**). The complete Standard Form of Agreement is made up of the following documents and any other documents referred to in those documents:

- Application Form – Activ8me Wireless
- Rate Plan Terms and Conditions
- End User Terms and Conditions
- Service Description
- Optus Wholesale Mobile Fair Go Policy

Terms beginning with a capital letter that are not defined in this Summary have the meaning set out in the Agreement. A reference to 'we' or 'us' is a reference to Activ8me.

Obtaining Agreement

You may obtain a copy of the Agreement at www.activ8me.net.au or upon request by calling 1800 804 410 or emailing support@activ8.net.au or writing to our contact centre at Level 2, Building 2, 13A Albert Street, Preston, Victoria 3072.

Access to this Summary

If you are have difficulty reading or understanding this Summary due to disability or your require interpretation into a language other than English please contact us on 1800 804 410 for assistance.

Updating this Summary

We will provide new customers with an up-to-date copy of this Summary upon entering into an Agreement or upon request. We are also required to notify you of any amendments that may be made to the Agreement in the future.

If we amend the Agreement, we will publish these amendments as soon as practicable on our website and in any event, within 4 weeks of the effective date of the amendment.

Binding Agreement

This document is a summary of the Standard Form of Agreement and has no legal effect. The Agreement is binding on you when you submit the application. As a customer, you must comply with the terms and conditions of the Agreement.

Our Services

This Summary applies to the wireless services and associated equipment provided by us from time to time (**Service**). A comprehensive description of the wireless services is set out in the Service Description which forms part of the Agreement.

The Service operates predominantly in rural areas and is subject to our coverage areas as set out in the Service Description.

The Service may only be used with a compatible wireless modem or other device as prescribed by us from time to time.

Commencement and length of Agreement

The Agreement commences on the date we accept your Application and ends after the **Term applicable to the selected plan** and then continues on a month to month basis, unless terminated earlier in accordance with the Agreement.

Termination and suspension

We may terminate your Service immediately where you have breached a material obligation under the Agreement and have not rectified the breach within 14 days.

We may also terminate the Agreement or suspend your Service where:

- Your usage of the service is deemed by us to be excessive
- you materially breach the Agreement;
- you suffer an Insolvency Event;
- the information provided by you is incomplete or false;
- you misuse the Service; or
- our agreement with our supplier terminates.

If the Agreement is terminated as a result of you breaching the Agreement, you will be liable to pay for usage of the Service up to the date of termination, the balance of any unpaid equipment and the lower of the applicable fixed fee set out in Rate Plan Terms and Conditions or an early termination fee which shall be an amount equal to the monthly charges payable for the remainder of the Term (which shall be a genuine pre-estimate of the loss incurred by us).

If the Service is suspended including as a result of your material breach of the Agreement, you may be required to pay a reconnection fee.

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Variations to the Agreement

We may vary the terms and conditions (including prices) on which we supply the Service to you in accordance with the terms of the Agreement.

Generally, if a proposed variation is reasonably expected to have more than a minor detrimental impact on you, we will give you at least 21 days notice setting out details of the proposed variation and the date upon which the variation becomes effective. You may also have cancellation rights.

If the variation is not reasonably expected to have a detrimental impact on you, then we shall provide you with such notice as may be reasonable in the circumstances. If you can show that a variation has had a detrimental impact on you, then you may have additional rights of termination.

Key obligations

In addition to any other obligations in the Agreement, you must:

- (a) not expose us or our suppliers or providers to any liability;
- (b) not misuse the Service;
- (c) not break any law;
- (d) not infringe another person's rights (including a person's intellectual property rights)
- (e) keep any property supplied by us (including Activ8me wireless SIM Card) safe and in good condition;
- (f) comply with all reasonable directions by us with respect to access and use of the Service;
- (g) comply with any rules imposed by any third party whose content or services you access using the Service;
- (h) not access, nor permit any other party to access, the Service for any purpose or activity of an illegal or fraudulent nature;
- (i) not provide false or incomplete information about you;
- (j) not suffer an event of insolvency; or
- (k) pay an invoice in relation to the Service by its due date.

Customer Service Guarantee

The Australian Communications and Media Authority may from time to time publish minimum performance standards for services provided by us to ensure the quality of telecommunications services.

If any customer service guarantee applies to the Service provided to you at any time, we will use our endeavours to meet those standards. We note that the customer service guarantee currently does not

apply to wireless services.

Subject to law, by ordering or using the Service, you agree to waive the protections and rights afforded to you under any customer service guarantee issued by ACMA including any statutory rebates for failure to meet certain stipulated times for deliveries, installations and repairs.

Using the Service

We will provide the Service to you with reasonable care and skill. In the event of unexpected faults we will use reasonable endeavours to ensure the Service is restored. We are not able to guarantee that the Service will be continuous or fault free due to the nature of telecommunications systems and our reliance on third party suppliers.

You must use the Service for your own personal or business use only. You must not wholesale or resell any part of the Service without our prior written consent.

You must ensure that no one interferes with your service, makes it unsafe or uses your service to break the law. You are responsible for and have to pay for use of your Service.

We may monitor usage of your service for excessively high or unusual usage patterns. Your Service may be cancelled or suspended as a result of excessive or high usage. You will be liable for any termination fees or reconnection fees in these circumstances.

Handsets and equipment

You must only use equipment (including modems and SIM cards) that have been authorised or approved by us. Risk in all equipment passes to you upon delivery. Title in equipment does not pass to you until you have paid for the equipment in full.

If you purchase a handset or other equipment from us or our dealers, we will 'pass-through' the manufacturer's warranty for handsets. The terms of the warranties that apply to Activ8me sourced equipment can be found in the Service Description.

SIM cards are supplied by third parties and shall at all times be owned by our supplier. You must hold the SIM card as bailee for our supplier, and return it to us upon termination of the Service.

Transferring your Service

We may at any time arrange for other suppliers to provide the infrastructure or services to enable us to provide the Service to you. Subject to the law, if arrangements between Optus and us are terminated, Optus may arrange to supply the Service directly to you without the need for your consent.

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Charges

We charge for the Service provided by us in accordance with the Rate Plan Terms and Conditions. The charges applicable to you depend upon what type of plan you are on, and the level of payments within that plan.

Generally, charges include:

- An activation fee (if applicable)
- A monthly access fee (which may include an amount of data)
- Usage charges
- Specific charges for premium services and information services (such as sms services)
- Charges for international roaming use
- Disconnection, reconnection, suspension, termination and cancellation fees

Charges may vary depending on the time and day of data use or SMS use during a period.

We may require you to make payments in advance.

To find out more about our charges, please see our Rate Plan Terms and Conditions.

Invoicing and bills

We issue invoices for the use of the Service at regular intervals and may send you an invoice at any time. We must issue invoices in accordance with required industry standards.

We will send you invoices monthly in advance at the start of each month for your Plan Fee and in arrears for your excess usage of the Service during that month and any other charges incurred. You may elect to receive your invoice by pre-paid post or at an email address nominated by you. An additional administration charge of \$2 applies for invoices sent by pre-paid post. If you do not make an election, we will send the invoice by email.

You must pay your invoice by direct debit from a credit card or from a bank account. The total amount of your invoices will be directly debited from the credit card or bank account nominated by you 7 days from the date that the invoice is issued. Any additional fees due to bank dishonour or late payment(s) will be charged automatically to Your bank account.

If you do not pay the bill by its due date, we can:

- charge you an administration fee on the overdue amount;
- suspend or cancel your Service until you pay.

We will comply with our rights to cancel or suspend your service set out in the End User Terms and Conditions.

We may refer unpaid invoices to a collections agency to recover the amount owing which may result in a default against Your credit file.

Our liability

You acknowledge that due to the nature of telecommunications, we cannot guarantee that the Service will be provided free of interruptions and faults. Where possible, you should arrange for an alternate means of telecommunications if you are reliant on the Service.

We accept liability to you in connection with the Service, but only to the extent provided in the Agreement. Subject to law, we exclude any loss or liability (including in negligence) that we might otherwise have to you in connection with the Agreement to the extent that such liability or loss is not expressly accepted by us.

We shall be liable under the Trade Practices Act 1974 (Cth) and other laws, only to the extent where not to do so would be illegal or would make any part of this clause void or unenforceable. Otherwise, we exclude all conditions and warranties implied into the Agreement and limit our liability for any non-excludable conditions and warranties, where permitted by law to do so, at our option, to:

- (a) in the case of goods, the replacement of the goods or the supply of equivalent goods, or the repair of the goods; or
- (b) in the case of services, the supplying of the services again or the payment of the cost of having the services supplied again.

Third party suppliers are not liable to you (in contract, tort (including negligence) or otherwise) in relation to any part of the Service supplied.

We are not liable for any loss that it is caused by you resulting from your failure to take reasonable steps to avoid or minimise your loss, or caused by us failing to comply with our obligations due to events outside our reasonable control (such as a failure in equipment that is not owned or operated by us, an industrial strike or a natural disaster).

To the extent permitted by law, we are not liable for consequential or economic loss (including loss of profits, revenue, savings, opportunity or goodwill), even if the possibility of such a Loss being suffered has been brought to our attention.

Your liability to us

If you have applied for the Service to be provided to two or more persons, each of the applicants is jointly and individually responsible for all charges and other obligations in connection with the Service.

Security for payment

We may require some customers to provide some

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form of security against non-payment. We may also conduct credit checks to assess your creditworthiness. We may ask you for a security deposit, a charge or bank guarantee or to make prepayments for your Service if we are concerned about your creditworthiness or your usage exceeds a reasonable amount as determined by us in any billing period.

If you do not provide the requested security, we may refuse to provide the Service to you or provide the Service to you on a restricted basis.

Privacy

We respect your privacy and personal information.

We are required to comply with certain obligations under the Privacy Act 1988 and other telecommunications legislation in relation to the confidentiality and use of your personal information.

We may:

- provide your personal information to third parties such as our suppliers for the purpose of supplying a Service to you;
- use your personal information to keep you informed about features of our services or the services of our suppliers; or
- receive and disclose Personal Information about you and information relating to your Service to or from credit providers or credit reporting agencies for purposes permitted under the Privacy Laws (including obtaining a consumer or commercial credit report about your creditworthiness, credit history, credit standing and credit capacity and/or to allow the credit reporting agency to create or maintain a credit information file containing information about you which may include the fact that payments are overdue by more than 60 days or that you have committed a serious credit infringement).

For further information please see our Privacy Policy at www.activ8me.net.au

Please also see clause 10 of the End User Terms and Conditions.

Fault reporting

We aim to resolve all faults efficiently and effectively. If you wish to report a fault please:

- call us on 1300 760 219 24 hours a day, 7 days a week (call centre open 8am – 9pm weekdays and 8am – 7pm weekends Eastern Standard Time); or
- email your fault to us at support@activ8.net.au

We have systems in place to prioritise and deal with

faults.

If you report a fault and the fault relates to another supplier, we will contact the supplier and request that the fault be repaired promptly. We are not liable for the faults caused by third party suppliers.

Complaints

We aim to resolve all complaints efficiently and effectively in accordance with our Complaints Procedure. If you wish to make a complaint, in the first instance, please:

- call us on 1300 760 219;
- email your complaint to us at support@activ8.net.au; or
- if you have a billing enquiry, call the number on the top of your bill.

You may speak to a customer service assistant at our call centre between the hours of 8am – 9pm on weekdays and 8am – 7pm on weekends (AEST). A voice messaging services is also available 24 hours a day 7 days a week.

If you are not satisfied with the initial outcome of your complaint, a supervisor or manager will review your query and the way it was handled.

If you are not satisfied with our complaints handling procedure, you may contact the Telecommunications Industry Ombudsman (**TIO**) as a last resort. The TIO is an independent body and is provided as a free service. The TIO will only proceed with your complaint if you have first tried to resolve it with us.

If your complaint relates to consumer protection law generally, you may also contact The Office of Fair Trading / Consumer Affairs (or similar organisation) in your State or Territory who may also assist you in investigating consumer complaints.

Please see our Complaints Procedure at www.activ8me.net.au

CONTACT US

Activ8me Level 2, Building 2, 13A Albert Street Preston VIC 3072 Tel: 1300 760 219 Website: www.activ8me.net.au Australian Private Networks Pty Ltd trading as Activ8me ACN 103 009 552 ABN 27 103 009 552
