



Mobile Services Description & Terms

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Our agreement with You consists of the following documents:

- (a) Any special conditions that both parties have agreed to in writing;
- (b) Order Forms;
- (c) Critical Information Summary documents;
- (d) This Service Description & Terms document; and
- (e) Master Services Agreement.

If there is any inconsistency between the above documents, they will be read and applied in the order of precedence set out above.

Mobile Services Description & Terms

1. The Service

- 1.1 The Supplier is providing mobile voice and data access to the Customer via a carrier partner mobile network and includes Internet access with an included data allocation. Excess data charges apply beyond the Included Data allowance.
- 1.2 The Service includes supply of a SIM Card supporting access to 4G or 5G network speed depending on the plan chosen.
- 1.3 The Customer requires a compatible mobile phone handset to use the Service. The Customer acknowledges The Supplier is not responsible for the supply, operation or repair of the mobile device.
- 1.4 The Service is available within Australia only and within the limits of the carrier partners mobile network coverage.

Service Levels - Mobile

Service	Target	Rebate Availability
Installation/Delivery	1 Business Day	No
Support Response	30 Minutes	No
Service Restoration	4 Business Hours	No

2. Customer Obligations

- 2.1 The Service may only be used for:
 - 2.1.1 Originating (making) calls or other mobile services via the carrier partner mobile network;
 - 2.1.2 Terminating (receiving) calls or other mobile services on the carrier partner mobile network;
 - 2.1.3 Sending and receiving SMS; and
 - 2.1.4 With some plans, to access the Internet.

- 2.2** The customer acknowledges that as a Carrier and Carriage Service Provider The Supplier must comply with all relevant Industry Codes, Australian Standards and laws, including Industry Codes registered by the Australian Communications & Media Authority (ACMA). The Supplier has issued you with mobile phone numbers for use with the Service for originating and receiving phone calls using the associated SIM. The use of these numbers is regulated by the ACMA and in particular via the CA C661:2020 Reducing Scam Calls Industry Code. This Code requires The Supplier to detect and block certain call types that may be associated with scam activity, including calls displaying Australian Mobile Service Numbers as the A-Party Calling Line Identifier (CLI) information on phone calls received by The Supplier. Accordingly, if you use a provided Australian Mobile Service Number to make a call that is not supported by the Service, that call may be blocked.
- 2.3** The Customer acknowledges The Supplier may block a phone from accessing the Service, and report the same to other suppliers, without notice, if a phone has been reported as stolen, is the subject of an insurance claim. or deemed to have been improperly obtained.
- 2.4** The Customer must meet a request by The Supplier to do any of the following:
- 2.4.1** Provide proof of ownership of a Phone within 5 business days of request;
 - 2.4.2** Cease using Phone(s) that appear to be faulty or to interfere with the Service until the problem has been resolved; and
 - 2.4.3** Provide such Phone(s) to The Supplier for inspection.
- 2.5** SIM Cards remain the property of the carrier and The Customer must return SIM cards to the Supplier at your cost, when:
- 2.5.1** The Service is cancelled for any reason; or
 - 2.5.2** Replacement SIM cards are supplied to the Customer.
- 2.6** Customers must advise the Supplier if SIM cards are stolen, lost or damaged so that the service can be suspended or de-activated. Any applicable usage charges will be incurred and payable by the Customer up to the time of suspension. Replacement SIM cards incur a small fee to cover costs.
- 2.7** When changing provider, the Customer acknowledges that there may be costs and obligations associated with the original service provider and Porting the mobile service number to the Supplier does not remove or absolve those costs or, in any way, transfer them to the Supplier.

3. Data Use and Notifications

- 3.1** Monthly data inclusions are specified with each plan. When the included data is exceeded a data top up is automatically added at an additional cost as per the Critical Information Summary document. Data expires at the end of each billing month. Download and upload data is counted.
- 3.2** The Supplier will provide you with data usage alerts at approximately 50%, 85% and 100% of your included data. Current data usage can be obtained at 'View My Bill' at www.vonex.com.au.

4. Contract Term / Cancellation of Service

- 4.1** A Contract Term applies to all Services.
- 4.2** The Contract Term commences from the Start Date of the Service, as advised by The Supplier.
- 4.3** The minimum Contract Term is 1 month from the Start Date, unless otherwise specified on the Order Form.

- 4.4** If the Customer notifies The Supplier that they wish to cancel the Service, the monthly access fee for the month in which the Cancellation occurs is not refundable. Cancellation requests must be received by The Supplier in writing two full business days before required.
- 4.5** Cancellation of the Service prior to the Contract End Date shall incur a Cancellation Fee equal to 75% of the total of the remaining monthly access fees for the current Contract Term.
- 4.6** The Customer acknowledges that the Cancellation Fee as calculated in accordance with these Terms and Conditions constitute a genuine estimate of The Supplier's financial loss in the event that the Service/s are cancelled prior to the Contract End Date.
- 4.7** If the Customer wishes to cancel the Service at the end of their current billing period, the Cancellation request must be received in writing by The Supplier no less than two full business days prior to the billing anniversary date, otherwise the next billing period will commence and another month's access fee will apply.
- 4.8** Cancellation requests must be submitted in writing by an Authorised Representative and must include the username, Service address and the required Cancellation date. Should this information not be received in full the Cancellation is not able to be actioned.