



Standard Form of Agreement

1. Digital Mobile Service (Consumer Terms)

- a) The agreement consists of your application, the terms and conditions, the service description, our pricing tables and those covenants agreed to in the verbal recording.
- b) This agreement applies to you if you are a consumer.
- c) In the event of inconsistency between the terms and conditions and any other part of the agreement the terms and conditions prevail. Please note that section 11 (Liability) regarding liability prevails over this section.
- d) The commencement date for the agreement is the date in which your application is accepted.
- e) The commencement date under which you are provided with service under the agreement is the connection date.
- f) Under the agreement we will provide service to you for a time period in accordance with the agreement:
 - (i) For the minimum term; or
 - (ii) Until the service is cancelled in accordance with section 9 (Canceling the Agreement); or
 - (iii) Until the minimum term has expired and neither party has canceled the service and the service takes the form stated in clause 1.g) and canceled under section 9.
- g) If the agreement has reached the minimum term and neither party has terminated the service at the end of the minimum term, the agreement takes the form of a non-fixed agreement where AQUA MOBILE will continue to supply service to the customer on a month to month basis in accordance with the fixed-term agreement that existed previously.
- h) If you do not wish to continue to use the service on a month-to-month basis and after the end of the minimum term you must inform AQUA MOBILE in accordance with section 9 (Canceling the Service) by giving us 30 days notice before the end of the minimum term.
- i) It is your responsibility to ensure that any person you allow to use the service complies with the agreement as though they were you.
- j) If you have any complaints or disputes please call customer service on 03 8400 5212.

2. Changing the Agreement

- a) Unless expressly stated in the agreement, you cannot make any changes to the agreement without our express consent.
- b) We may change the agreement by: complying with the Telecommunications Legislation and, in those

Circumstances set out in the agreement only. AQUA MOBILE reserves the right to change your plan if AQUA MOBILE deems it will be beneficial to you.

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3. Application for Service

- a) The service you have selected is detailed in the information sent with delivery forming the service description as applicable to your selection.
- b) AQUA MOBILE reserves the right to refuse service to any applicants if they do:
 - (i) Not provide sufficient proof of identification;
 - (ii) Do not meet the eligibility requirements for the service;
 - (iii) You do not have an appropriate credit rating

4. Personal Information

- a) We may collect, use and disclose personal information about you for purposes related. – You may opt out of receiving communications not related to your account or legally required by contacting customer service, – to supplying information to credit reporting enquiries, credit providers and related and unrelated third parties, but only for the purposes set out above. We may be required or permitted by law to collect, use or disclose your personal information from or to organizations such as the operator of the Integrated Public Number Database, emergency services organizations and law enforcement agencies. Subject to applicable law, you may access your personal information by contacting us.
- b) For information regarding the collection, use, disclosure, security, access and correction of your personal information; refer to the privacy policy which is available on www.aquamobile.net.au or by contacting customer service on 03 8400 5212.

5. The Service

- a) Connecting the Service: It is your obligation as a customer of AQUA MOBILE to take reasonable steps to co-operate with us to allow us to establish and supply the service to you safely and sufficiently.
- b) Quality of Service: We will provide the service to with due care and skill. If there are any unexpected faults we will take all reasonable steps to ensure the service is returned to you as soon as practicably possible.
- c) Call Barring: This is not a guaranteed service. This a service that may be put in place at the discretion of AQUA MOBILE if it believes it should be applied or a request with 15 days' notice has been received by you. If your service exceeds the bar you will be liable for all costs involved in the usage of your service.
- d) Reporting Service: If your service suddenly becomes unavailable this may be a result of many possible causes. Please contact customer service for assistance.

6. The Phone and Equipment

- a) The phone and related accessories are purchased by you from AQUA MOBILE subject to the agreement.
- b) You are responsible for any lost stolen or damaged equipment except if caused by the Re AQUA MOBILE personnel.
- c) You are responsible for any outstanding payments you owe on equipment you have purchased. This includes equipment that is lost, stolen or damaged except of caused by the AQUA MOBILE personnel.
- d) AQUA MOBILE provides an extended 24-month warranty on the phones it provides with its service. If the phone experiences warranty faults you must send it back to AQUA MOBILE at your own expense and

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we will undertake the repair process. AQUA MOBILE provides no guarantee that the fault you experience will be covered by the phone manufacturer in their warranty. Any repair process is subject to their discretion. Please be aware that the warranty is not covered in case of physical or liquid damage.
e) If your SIM is lost or stolen you will incur a \$15.00 SIM replacement charge.

7. Billing

a) Billing Cycle: The AQUA MOBILE billing cycle runs as per the calendar Month

b) Pro Rata: If you are connected on a date before the end of the month your first account will include a pro-rata amount for the portion of that month leading up to the end of the month and the first full month in advance. Importantly, you should be aware that your included call component will also be calculated on a pro-rata basis.

c) AQUA MOBILE may use a billing agent at its discretion to bill your service.

d) Your bill will contain information about your account and a service summary. This will be sent either via paper bill or by e-mail. A \$2.50 paper bill charge is applied if you elect to have your bill sent that way.

e) Payment Methods: You must pay your bill by one of the methods prescribed by the bill. If you elect not to set up a direct debit with a bank account or a credit card a \$2.50 non- direct debit charge is applied.

f) You must pay the entire amount of your bill by the due date specified in the bill or as otherwise authorized by us.

g) If you do not pay your bill in its entirety by the due date, AQUA MOBILE may:

(i) Charge you a \$10.00 late payment fee

(ii) Suspend your service as per section 10

(iii) Cancel your service as per section 9

h) Institute legal proceedings against you to recover the money you owe us. In this event we may seek to recover reasonable costs for undertaking legal proceedings.

i) Engage a mercantile agent to recover money you owe to us.

j) Apply to your name a credit default (see 7(k) below)

k) AQUA MOBILE reserves the right to lodge a credit default with a credit reporting agency on any of its customers. This action will be taken 60 days after AQUA MOBILE receives notice of the account not being paid in accordance with The Privacy Act 1988.

l) If, for any reason, you overpay your bill – your account will be credit and the excess amount adjusted against the next month.

8. Fees and Charges

a) Any applicable fees and charges will be placed onto your account to be paid per the billing cycle (7 (a) above) per month.

b) We will endeavor to try and include all charges relevant to your current billing period. However this is not always possible and we may include these unbilled charges in a later bill(s).

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9. Cancelling the Service

a) You may cancel the service at any time by:

(i) giving us 30 days notice (please note that you are required to give us this notice if you do not wish to continue to use the service after the end of the minimum term of a fixed-length agreement, otherwise we will continue to supply the service to you (see section 1).

(ii) giving us notice, if:

- 1. we breach a material term of the agreement and we cannot remedy that breach, including where there are prolonged or repeated interruptions to your access to or use of, the service and the loss was not as a result of circumstances reasonably attributable to you or equipment that we are not responsible for, such as equipment that is owned by you or is not provided by us for you to use in connection with the service; or
- 2. we breach a material term of the agreement and we can remedy that breach, but we do not remedy that breach within 30 days after you give us notice requiring us to do so; or
- 3. Any intervening event prevents the supply of the service in accordance with the agreement for more than 14 days.

b) If you acquire the service from us through a sales method regulated by door-to-door sales and/or outbound telemarketing legislation in your state or territory, you may cancel the service before the end of the cooling-off period set out in the relevant legislation.

c) If the agreement is a fixed-length agreement, you may also cancel the service in accordance with section 2 (Changing the Agreement).

d) Cancellation Cost: If you cancel the agreement before the minimum term you are liable to pay the minimum monthly access fee for your remaining months, a \$66 termination fee, any fees or charges attached to your account and any other fees or charges you have incurred by using the service.

e) You can cancel your service by calling customer service; this will constitute a notice to cancel the service. You may also cancel the service by electing to transfer your number to another service provider thus automatically terminating your service and incurring the cancellation cost.

10. Suspending the Service

a) AQUA MOBILE reserves the right to suspend the service at any time in the event of emergency, when there are repairs being conducted on the network, planned outages and system upgrades. AQUA MOBILE also reserves the right to suspend the service for non-payment of bill where we reasonably consider you to be a credit risk. We will also suspend the service on suspicion of fraud by a contracting party.

b) AQUA MOBILE will take all reasonable steps to notify you of a suspension before it is undertaken. In some circumstances this will not be possible.

11. Liability

a) Your liability: you are liable to us for any breach (essential, non-essential) of the agreement that causes foreseeable substantial loss to us. You are not liable to us for any consequential loss we sustain

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or for any costs, expenses, loss or charges that we incur which is not a direct result of an action you have done.

b) Our liability: AQUA MOBILE has rights and obligations to its customers under the laws of Australia that bind us including: Telecommunications legislation, The Fair Trading Act 1989, and other applicable laws, regulations and codes. We are liable for any damage to your property, substantial interruptions to the use of your service and deal or personal injury caused by our staff due to their negligence or fraud. We are not liable for any consequential losses you suffer or for any costs, expenses, loss or charges that you incur. None of the covenants in this agreement can affect the rights and obligations we owe under the law.

12. Exclusion of Liability

AQUA MOBILE is not liable for, and will not provide any compensation to the users for:

- a) Any act or Commission of a third party (including a Carrier);
- b) Any Problems caused by external systems and/or networks, or which are supplied by a third party (including a Carrier);
- c) Notified outages and notifications of installations; or
- d) Any interruption to the supply of Services as a result of the End User's act or negligence or willful, malicious or criminal act or omission.

13. International Roaming

- a) If you are traveling overseas and would like to use your phone you will need to set up International Roaming. Call us on 03 8400 5212.
- b) Requirements: The following is required to establish the international roaming service:
 - (i) One months' notice.
 - (ii) A \$400 International Roaming Bond. This bond will have to remain in place for a minimum of three months after the international roaming service has been used. This is because billing data can take up to three months to be received from overseas providers.
 - (iii) A direct debit via Credit Card.
- c) Note: charges are incurred for calls received and made whilst roaming (i.e. whilst overseas). International Roaming calls are not subject to GST. International Roaming calls are determined by overseas carrier in the country you are in, plus standard Network & Service Provider surcharges.

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