

TELECHOICE POSTPAID MOBILE BROADBAND SERVICES

1. ABOUT THIS MOBILE BROADBAND SERVICE	4
2. THE TELECHOICE MOBILE BROADBAND SERVICE	4
2.1 What is the <i>TeleChoice Mobile Broadband Service</i> ?	4
2.2 Who supplies the Mobile BroadbandService?	5
2.3 Coverage	5
2.4 Use of the TeleChoice Mobile Broadband Service	6
2.5 Applying for the TeleChoice Mobile Broadband Service	6
3. TELECHOICE MOBILE SERVICE CHARGES.....	7
3.1 Monthly credit limit	7
3.2 What does the cost of the TeleChoice Mobile Broadband Service depend on?	7
3.3 What are the fees and charges for using the TeleChoice Mobile BroadbandService?	7
3.4 Types of fees and charges (including minimum monthly payments, administration charges and other charges)	8
3.5 How does TeleChoice calculate fees and charges?	9
3.6 Can you change your pricing plan?	9
3.7 Variable charges	9
4. BILLING AND PAYMENTS	10
4.1 How often will TeleChoice bill you?	10
4.2 What will appear on your bill?	10
4.3 TeleChoice may use a billing agent to bill you	10
4.4 What types of payment methods may you use?	10
4.5 When must you pay your bill?	10
4.6 What happens if you do not pay your bill by the due date?	11
4.7 Multiple Mobile (Broadband) Services	12
4.8 What happens if you have overpaid?	12
5. NETWORK LOCKING.....	12
6. SIM CARD	13
6.1 What do I need to connect to the TeleChoice Mobile Broadband Service?	13
6.2 Who owns the SIM card?	13
6.3 What do you do if your SIM card is lost or stolen?	13
6.4 Replacing the SIM card.....	14
7. PHONE NUMBERS	14
7.1 How do you obtain a <i>phone number</i> ?	14
7.2 How are phone numbers allocated?	14

7.3	Can TeleChoice change the phone number TeleChoice has allocated to you?.....	14
7.4	Can you change the phone number TeleChoice has allocated to you?	14
7.5	Who owns the phone number?	14
7.6	TeleChoice’s liability to you in respect of phone numbers	15
8.	MOBILE NUMBER PORTABILITY	15
8.1	Porting from another carrier or carriage Mobile Service provider	15
8.2	Porting from TeleChoice	16
9.	YOUR MOBILE DEVICE.....	17
9.1	Provision of the mobile device	17
9.2	Providing proof of ownership of your mobile device	17
9.3	Your responsibilities in relation to your mobile device	17
9.4	What can TeleChoice do if your mobile device is faulty or interferes with the TeleChoice Mobile Service?.....	17
10.	LOST OR STOLEN MOBILE DEVICES	18
10.1	What should you do if your mobile device is lost or stolen?	18
10.2	Reactivating the TeleChoice Mobile Broadband Service or de-activating IMEI blocking	18
10.3	Important things to note whilst your mobile device is suspended or IMEI blocking is activated	18
10.4	In what other circumstances could TeleChoice block your mobile device?.....	18
10.5	Who do TeleChoice inform that your mobile device is blocked or unblocked?.....	19
11.	PHONE NUMBER DISPLAYS	19
11.1	Calling Number Display (CND)	19
11.2	SMS and MMS	19
12.	ACCESS RESTRICTIONS	19
12.1	Barring of calls made from the mobile device	19
13.	TEMPORARY SUSPENSION OF THE TELECHOICE MOBILE BROADBAND SERVICE BY YOU	19
13.1	Can you temporarily suspend the TeleChoice Mobile Broadband Service?.....	19
13.2	Will you have to pay the minimum monthly payment whilst the TeleChoice Mobile Broadband Service is temporarily suspended?	20
13.3	What calls can you make or receive when the TeleChoice Mobile Broadband Service is suspended?	20
	<i>You cannot receive any incoming calls or make any outgoing calls, except to emergency Mobile Services, when the TeleChoice Mobile Broadband Service is suspended by you.</i>	<i>20</i>
13.4	For how long can you temporarily suspend the TeleChoice Mobile Broadband Service?	20
14.	BARRING AS AN ALTERNATIVE TO SUSPENSION	20

15. SUPPLIER AND THIRD PARTY MOBILE SERVICES 20

16. VALUE ADDED MOBILE SERVICES 21

17. CONTACTING TELECHOICE 21

1. ABOUT THIS MOBILE BROADBAND SERVICE

- (a) This document describes the *TeleChoice* Postpaid Mobile Broadband Service.
- (b) The agreement consists of:
 - (i) Your application;
 - (ii) The *general terms*;
 - (iii) This *Mobile Service description*;
 - (iv) The *pricing tables*;
 - (v) The *dictionary*; and
 - (vi) The *appendices*.
- (c) You may obtain a copy of the latest version of the above documents from the TeleChoice website:
<https://www.telechoice.com.au/terms-conditions>
- (d) Where you may be charged a fee or charge, then this fee or charge is set out in the *pricing tables*.
- (e) Please check the *pricing tables* carefully to see what fees and charges apply to your use of the *TeleChoice* Mobile Broadband Service.

2. THE TELECHOICE MOBILE BROADBAND SERVICE

2.1 What is the *TeleChoice* Mobile Broadband Service?

- (a) The *TeleChoice* Mobile Broadband Service allows you to:
 - (i) Receive calls to and text messages to a *compatible device*; and
 - (ii) Send *content* from and receive *content* to your *compatible device* using data calls; and

on *TeleChoice's network* for your own personal or business use only.
- (b) *TeleChoice* does not activate any *value added Mobile Service features* when you connect to the *TeleChoice* Mobile Broadband Service. Many value added Mobile Services require specific equipment and a TeleChoice Mobile Service to use them (for example, video calls access the *3G network* and you will need a compatible *mobile device* to make these calls using a *TeleChoice* Mobile Service). Appendix A contains detailed information on the *value added Mobile Service features* available to use with the *TeleChoice* Mobile Service, including whether there are special

activation procedures, equipment requirements or limitations on use.

2.2 Who supplies the Mobile Broadband Service?

- (a) *TeleChoice* supplies the *TeleChoice* Mobile Broadband Service to you.
- (b) *TeleChoice's* *Carrier* supplies the *TeleChoice* Mobile Broadband Service to *TeleChoice* and *TeleChoice* re-supplies the *TeleChoice* Mobile Broadband Service to you.
- (c) *TeleChoice* may elect to provide you with access to the *TeleChoice* Mobile Broadband Service via an alternative access method or an alternative Mobile Service comparable to the *TeleChoice* Mobile Broadband Service. If *TeleChoice* chooses to change your access method to the *TeleChoice* Mobile Broadband Service, or the *TeleChoice* Mobile Broadband Service, *TeleChoice* will notify you of any:
 - (i) Substantial changes to the *TeleChoice* Mobile Broadband Service;
 - (ii) Changes to the terms and conditions on which *TeleChoice* delivers the *TeleChoice* Mobile Broadband Service to you; and
 - (iii) The new terms and conditions on which *TeleChoice* delivers the alternative Mobile Broadband Service to you, if any.

2.3 Coverage

- (a) The *TeleChoice* Mobile Broadband Service is not available in all areas of Australia. You may obtain coverage maps showing where the *TeleChoice* Mobile Broadband Service is available in Australia from *TeleChoice* or from the *TeleChoice* website: www.telechoice.com.au. You are responsible for inquiring whether coverage is available in the area in which you would normally use the *TeleChoice* Mobile Broadband Service.
- (b) In areas that the *TeleChoice* Mobile Broadband Service is available, it is technically impracticable for *TeleChoice* to guarantee that:
 - (i) The *TeleChoice* Mobile Broadband Service is available in each place within an area where there is coverage;
 - (ii) 'Drop-outs' will not occur during a data call; and
 - (iii) There will be no congestion on *TeleChoice's* network.
- (c) Certain value added Mobile Service features are only available in specific network coverage areas. For example, some value added

Mobile Service features are only available in *TeleChoice's Carrier's 3G network* coverage areas. The description of the *value added Mobile Service features* in Appendix A will tell you if availability is limited to specific *network* coverage areas.

- (d) *International Roaming* is not available with the *TeleChoice Mobile Broadband Service*.
- (e) The *TeleChoice Mobile Broadband Service cannot be used for* outgoing Mobile calls, SMS or MMS messages.

2.4 Use of the TeleChoice Mobile Broadband Service

- (a) In addition to any other obligations you may have under this Agreement (including your obligations under the general terms and the Fair Use Policy (Appendix B)), you must not:
 - (i) Make or receive *calls* or send or receive *content* on *TeleChoice's network* other than for your own personal or business use;
 - (ii) Wholesale any *Mobile Service* (including transit, refile or aggregate domestic or international traffic) on *our network*; or
 - (iii) Use the *TeleChoice Mobile Broadband Service* (including any *SIM card*) in connection with a device that switches or reroutes call traffic to or from *TeleChoice's network* or the *network of any supplier*,

without obtaining *TeleChoice's* written consent first. *TeleChoice* may give or withhold *TeleChoice's* consent, or make *TeleChoice's* consent subject to conditions, in *TeleChoice's* discretion.
- (b) If you breach paragraph (a) above, *TeleChoice* may, in addition to and without limiting *TeleChoice's* other rights under the *agreement*, immediately suspend or cancel the *TeleChoice Mobile Broadband Service*. *TeleChoice* will notify you if *TeleChoice* do this.
- (c) Change of ownership is permitted during the *minimum term* as long as the new applicant meets *TeleChoice's* credit assessment criteria and both you and the new owner agree to the conditions on the Change of Ownership form.

2.5 Applying for the TeleChoice Mobile Broadband Service

You must pass a credit check at the time you apply for the *TeleChoice Mobile Service*. The credit enquiry will remain on your credit file for up to 5 years.

3. TELECHOICE MOBILE SERVICE CHARGES

3.1 Monthly credit limit

- (a) *TeleChoice* may place (and *you* may voluntarily place) a monthly credit limit on your account (at any time and in an amount *TeleChoice* considers appropriate) or requires payment by direct debit or standing order authority.
- (b) *TeleChoice* will generally advise *you* if *you* are approaching your credit limit via SMS. *TeleChoice* will also send *you* an SMS when *you* have reached your credit limit to advise *you* that your Mobile Broadband Service has been restricted.
- (c) Your use of the *TeleChoice* Mobile Broadband Service above your credit limit is at *TeleChoice's* discretion and *TeleChoice* will not be liable if you exceed the credit limit *TeleChoice* have set from time to time.
- (d) *TeleChoice* may not be able to include all charges, including those from *third parties* when assessing your credit limit.

3.2 What does the cost of the TeleChoice Mobile Broadband Service depend on?

The cost of the *TeleChoice* Mobile Broadband Service depends on:

- (a) The *pricing plan* you select;
- (b) Your use of the *TeleChoice* Mobile Broadband Service (including, for example, length of the data *call*, time and day of call (which may not be the local time where the *call* is made), destination of *call* and *call* type, and your use of any *value added Mobile Service features*); and
- (c) Any changes *you* make to your *pricing plan*, the *value added Mobile Service features* you use or acquire and if *you* accept the terms of a *special*.

3.3 What are the fees and charges for using the TeleChoice Mobile Broadband Service?

- (a) You must pay:
 - (i) The fees and charges for the *TeleChoice* Mobile Broadband Service, which are set out in the *pricing tables*, on *TeleChoice's* website www.telechoice.com.au, or in any applicable *special*; and
 - (ii) Any additional fees and charges noted in the *agreement* (including in your *application*) or notified by *TeleChoice* in accordance with the *agreement* from time to time.

- (b) You must pay all fees and charges which are incurred for the *TeleChoice Mobile Broadband Service* even if *you* did not authorise its use, including any fees and charges incurred by your *secondary contact* arising from that person's access to and operation of *your account*.
- (c) You must pay the fees and charges for the *TeleChoice Mobile Broadband Service* even if the *TeleChoice Mobile Service* is unavailable or *you* are unable to access the *TeleChoice Mobile Broadband Service*. You will be entitled to a refund or a rebate under clause 11.4 of the *General Terms* if:
 - (i) You suffer a significant loss of access to, or use of, the *TeleChoice Mobile Broadband Service*; and
 - (ii) The loss was not as a result of circumstances reasonably attributable to *you* or *your* equipment.

3.4 Types of fees and charges (including minimum monthly payments, administration charges and other charges)

- (a) You will be charged that amount each month regardless of the actual usage of the *TeleChoice Mobile Broadband Service* during that month.
- (b) Unused portions of the included usage credit component of *your minimum monthly payment* will be forfeited and cannot be used in any way in subsequent months.
- (c) Monthly included data will appear on your bill.
- (d) Some charges, including the following, **are not** included in your included plan value:
 - (i) *International Roaming*;
 - (ii) Any insurance charges;
 - (iii) Any equipment charges;
 - (iv) *Minimum monthly payment*; and
 - (v) Any outgoing call or messaging charges, unless specified otherwise.
- (e) The *pricing tables* include full details of what is included in and excluded from your *pricing plan*.
- (f) In addition to the fees and charges *you* incur in the normal use of the *TeleChoice Mobile Broadband Service* (including a *minimum monthly payment*), *TeleChoice* may charge *you* an administration fee and other similar charges. These costs may include suspension fees or cancellation fees, late payment fees, bill reprint fees, barring fees, payment dishonour fees and reconnection or

reactivation fees. These charges are set out in the pricing tables for your *TeleChoice Mobile Broadband Service*.

- (g) *TeleChoice* may also ask *you* to make a pre-payment usage charge or request that *you* make an interim good-faith payment (including, for example, if there has been an unusually high use of the *TeleChoice Mobile Broadband Service* or if *you* want to activate).

3.5 How does TeleChoice calculate fees and charges?

- (a) To calculate fees and charges, *TeleChoice* looks at billing information generated or received by *TeleChoice*.
- (b) If *you* use the Mobile Services of a third party, *you* will be billed at the third party's applicable rates and charges. *TeleChoice* may bill *you* for your use of the Mobile Broadband Services of a third party, but only if *TeleChoice* is acting in *TeleChoice's* capacity as that third party's billing agent.

3.6 Can you change your pricing plan?

- (a) You may change your *pricing plan*:
 - (i) If your current *pricing plan* allows *you* to change; and
 - (ii) If *you* meet the eligibility criteria of the *pricing plan* to which *you* want to change (for example, if *you* are changing from a *pricing plan* with lower charges to a *pricing plan* where there are higher charges that *you* meet the credit requirements of the *pricing plan* with higher charges).
- (b) Under the terms of your *pricing plan* there may be conditions attached to changing your *pricing plan*. Please refer to the *pricing tables* for details of your *pricing plan*.
- (c) From time to time *TeleChoice* may offer *you* an option to upgrade your equipment or renew your *fixed term contract*. *TeleChoice* may refuse your application to upgrade if *you* have not completed your initial fixed-length agreement or *TeleChoice* may require *you* to pay the sum of any outstanding upfront costs or instalments for your existing equipment.

3.7 Variable charges

- (a) Some fees and charges for the *TeleChoice Mobile Broadband Service* are subject to variation, such as charges relating to:
 - (i) *International Mobile Services* or *International roaming*; and
 - (ii) Content or premium Mobile Services.
- (b) You should contact *TeleChoice* before travelling overseas.

4. BILLING AND PAYMENTS

4.1 How often will TeleChoice bill you?

- (a) *TeleChoice* will usually send *you* a monthly bill for your use of *TeleChoice's* Mobile Broadband Service and for any Mobile Services used earlier if they haven't been paid by *you*.
- (b) If the charges incurred since your last bill are below a minimum amount specified by *TeleChoice* from time to time detailed on your bill, *TeleChoice* may elect to not send *you* a monthly bill until the charges *you* incur have reached that specified amount.
- (c) If *TeleChoice* has not sent *you* a monthly bill, *TeleChoice* will always send *you* a bill at the end of the quarter for all charges incurred during that quarter, even if your account has not reached that specified amount.

4.2 What will appear on your bill?

TeleChoice will try to include on your bill all charges for the relevant billing period. However, this is not always possible and *TeleChoice* may include these unbilled charges in a later bill(s). Your first bill will have a pro-rated *minimum monthly payment* and include a data component for the part of the month in which your *TeleChoice* Mobile Broadband Service is connected.

4.3 TeleChoice may use a billing agent to bill you

TeleChoice may bill *you* using a billing agent (which may be another *TeleChoice* group company).

4.4 What types of payment methods may you use?

- (a) *You* may pay by one of the payment methods as set out in the payment notification, on your bill or on *TeleChoice's* website.
- (b) In some circumstances (for example, based on *TeleChoice's* credit assessment of *you*), *you* may be required to pay by direct debit.
- (c) If *your* payment is not honoured (for example, in the case of insufficient funds for direct debit or credit card payment, or a dishonoured cheque), *TeleChoice* may charge *you* a fee.

4.5 When must you pay your bill?

- (a) Subject to clause 11.2 of the general terms, *you* must pay the entire amount billed by the due date specified in the payment notification, or as otherwise notified by *TeleChoice*, except for any disputed fees or charges for which *TeleChoice* have suspended payment obligations.
- (b) In some circumstances (see clause 3.4(g) above) *TeleChoice* can also ask *you* to pay *TeleChoice* a reasonable amount before *you* receive any monthly bill or during connection to *TeleChoice's*

Mobile Broadband Service by a due date specified by *TeleChoice*. These amounts will be credited to *your* account.

4.6 What happens if you do not pay your bill by the due date?

If *you* do not pay *your* bill by the date the payment is due, *TeleChoice* may:

- (a) Charge *you* a late fee and/or a dishonour fee. *You* should see the relevant *pricing table* for the *TeleChoice* Mobile Service concerned to check the late fee that applies.
- (b) If *you* have agreed to pay by direct debit, debit your bank account with the overdue amount unless *TeleChoice* have received notice from *you* disputing your bill. If a direct debit fails or is rejected, *TeleChoice* reserves the right to pass on to *you* any charges that *TeleChoice* may incur.
- (c) Stop *you* using some or all of *TeleChoice*'s Mobile Broadband Service (including restricting outgoing and incoming calls, texts, photos or data transfer),
- (d) Bar, suspend or cancel the *TeleChoice* Mobile Broadband Service, in accordance with clause 12.1 or 12.3 of the general terms as relevant or in accordance with this Mobile Broadband *Service description*. If *TeleChoice* bars, suspends or cancels the *TeleChoice* Mobile Broadband Service, *TeleChoice* may charge *you* a barring fee, suspension fee, cancellation fee or reconnection or reactivation fee. Reconnection or reactivation of the *TeleChoice* Mobile Broadband Service is subject to payment of the reconnection or reactivation fee. *You* should see the relevant pricing table for the *TeleChoice* Mobile Broadband Service concerned to check if a barring fee, suspension fee, cancellation fee, reconnection or reactivation fee applies, and if so, what that fee is.
- (e) Engage a Mercantile Agent or lawyer to recover the money *you* owe *TeleChoice*. If *TeleChoice* engages a Mercantile Agent or lawyer, *TeleChoice* may charge *you* a recovery fee.
- (f) Notify credit reporting agencies as to your credit worthiness, credit standing and credit capacity.
- (g) Institute legal proceedings against *you* to recover the money *you* owe *TeleChoice*. If *TeleChoice* institutes legal proceedings against *you*, *TeleChoice* may also seek to recover from *you* interest (pursuant to the Penalty Interest Rates Act 1983 (Vic)), together with *TeleChoice*'s reasonable legal costs reasonably incurred.
- (h) On-sell any unpaid amounts to a third party. If *TeleChoice* does this, any outstanding amounts will be payable by *you* to that third party.

4.7 Multiple Mobile (Broadband) Services

If *you* have more than one Mobile Service or Mobile Broadband Service with *TeleChoice* and are in arrears in payment for any of your Mobile Services or Mobile Broadband Services, *TeleChoice* may elect (with your consent) to recover any amounts outstanding for any of your Mobile Services or Mobile Broadband Services from any of your accounts for Mobile Services or Mobile Broadband Services that have positive balances, or bill *you* for the use of *TeleChoice's* Mobile Service or Mobile Broadband Service on your other account.

4.8 What happens if you have overpaid?

- (a) If *you* have overpaid as a result of a billing error:
 - (i) Your account will be credited with the amount *you* have overpaid; or
 - (ii) If *you* have stopped obtaining the *TeleChoice* Mobile Broadband Service, *TeleChoice* will use reasonable endeavours to notify *you* that *you* have overpaid and refund the over payment.
- (b) When *TeleChoice* refunds overpaid amounts under this clause 4.8, *TeleChoice* will refund the overpaid amount to *you* by sending *you* a cheque, unless your overpayment was made by credit card where *TeleChoice* will pay the refund back against your credit card.
- (c) Any credits applied to your account will first be used to offset any outstanding overdue charges before a refund will be issued.

5. NETWORK LOCKING

- (a) If your mobile device has been obtained from *TeleChoice*, it may have been programmed to only work on *TeleChoice's* supplier's network. This is known as network locking.
- (b) To disable network locking on your mobile device *you* must contact *TeleChoice* on 1300 835 324 to obtain a code to unlock your mobile device.
- (c) Before *TeleChoice* provides *you* with the code to unlock *your* mobile device *you* may have to pay a network locking removal fee (see the pricing tables for details).
- (e) Only an account holder (or *secondary contact*) can disable the network locking from *your mobile device*.
- (f) *TeleChoice* may refuse to disable the network locking from *your mobile device* if:
 - (i) *You* are in breach of the terms of your *Agreement* with *TeleChoice*; or

- (ii) *You have already ported and TeleChoice has invoiced you for the network locking removal fee but you have not paid that amount.*

6. SIM CARD

6.1 What do I need to connect to the TeleChoice Mobile Broadband Service?

- (a) *To be able to connect to the TeleChoice Mobile Broadband Service, you need a SIM card.*
- (b) *If you do not already have a SIM card for use with the TeleChoice Mobile Broadband Service, TeleChoice will give you a SIM card. You may have a SIM card if you transfer from a TeleChoice pre-paid Mobile Broadband Service to the TeleChoice Mobile Broadband Service.*
- (c) *You must keep the SIM card secure and only use it to access TeleChoice's Mobile Broadband Service.*

6.2 Who owns the SIM card?

- (a) *TeleChoice owns the SIM card and it remains the property of TeleChoice at all times.*
- (b) *TeleChoice may request that you return the SIM card if TeleChoice issues you with a replacement SIM card or TeleChoice no longer supplies the TeleChoice Mobile Broadband Service to you. TeleChoice may charge you a replacement fee if you do not return the SIM card upon TeleChoice's request.*
- (c) *You must not interfere with or impair the operation of the SIM card.*

6.3 What do you do if your SIM card is lost or stolen?

- (a) *TeleChoice is not responsible for any lost or stolen SIM cards.*
- (b) *You must call TeleChoice on 1300 835 324 as soon as possible if the SIM card TeleChoice has given you is lost or stolen or damaged so TeleChoice can bar outgoing calls, suspend the TeleChoice Mobile Service and/or activate IMEI blocking on your mobile device (see clause 10 below).*
- (c) *If your SIM card is lost or stolen and you do not notify TeleChoice, TeleChoice may cancel your TeleChoice Mobile Broadband Service in accordance with clause 12.3 of the general terms.*
- (d) *You are responsible for all charges made using the lost or stolen SIM card up until the time you notify TeleChoice that your SIM card has been lost or stolen and TeleChoice bars outgoing calls including data calls, or suspends the TeleChoice Mobile Broadband Service or activates IMEI blocking (see clause 10 below).*

6.4 Replacing the SIM card

Unless *you* are otherwise in breach of the *agreement*, *TeleChoice* will replace the *SIM card* (including where *your mobile device* has been lost or stolen or the *SIM card* has been damaged), and may charge *you* a replacement fee.

7. PHONE NUMBERS

7.1 How do you obtain a *phone number*?

TeleChoice will issue *you* a *phone number* for use with the *TeleChoice* Mobile Broadband Service.

7.2 How are phone numbers allocated?

- (a) All *phone numbers* are selected, issued and used by *TeleChoice* in accordance with the ACMA's Numbering Plan and Telecommunications Numbering Plan Number Declarations (*numbering regulations*).
- (b) For an additional charge, *you* may apply for a more memorable phone number ("Premium Number").

7.3 Can *TeleChoice* change the phone number *TeleChoice* has allocated to you?

- (a) *TeleChoice* may be required to vary, withdraw, suspend or re-assign a *phone number* *TeleChoice* has issued to *you* in order for *TeleChoice* to comply with the *numbering regulations*.
- (b) *TeleChoice* will give *you* as much notice as is reasonably practicable if *TeleChoice* has to do this.

7.4 Can you change the phone number *TeleChoice* has allocated to you?

- (a) You may request a new *phone number*. If *TeleChoice* agrees to issue *you* a new *phone number*, *you* may have to pay a charge.
- (b) If *you* need a new *phone number* because *you* have received calls of a harassing nature and *you* reported the matter to the relevant law enforcement agency, *TeleChoice* will supply *you* with a new phone number free of charge on the first two occasions. *You* will have to pay a charge for any further *phone number* changes.

7.5 Who owns the phone number?

- (a) You do not own the *phone number* and *your* right to use the *phone number* ends if *you* no longer obtain the Mobile Broadband Service from *TeleChoice* unless *you* port the *phone number* (see clause 8 below).
- (b) If *you* stop obtaining the Mobile Broadband Service from *TeleChoice* and do not port the *phone number*, *TeleChoice* may

issue the *phone number* to another customer in accordance with the *numbering regulations*.

7.6 TeleChoice's liability to you in respect of phone numbers

TeleChoice is not liable to you for any expense or loss incurred by you or your business due to:

- (a) Any variation, withdrawal, suspension or re-assignment of the *phone number* under clause 7.3 above; or
- (b) Your ceasing to have the right to use the *phone number* under clause 7.5(a) above.

8. MOBILE NUMBER PORTABILITY

8.1 Porting from another carrier or carriage Mobile Service provider

- (a) You may be able to *port a phone number* you have obtained from another carrier or *carriage Mobile Service provider* when you connect to the TeleChoice Mobile Broadband Service.
- (b) By signing the *port authorisation form* or having your port authorisation voice recorded, you:
 - (i) Authorise TeleChoice to sign on your behalf and in your name forms of authority to your current supplier to *port your phone number* to TeleChoice;
 - (ii) Authorise your current supplier to *port your phone number* to TeleChoice;
 - (iii) Authorise TeleChoice to disclose information in the *port authorisation* to other suppliers in the event of dispute over *porting* to TeleChoice; and
 - (iv) Will remain responsible for all amounts owing to your current supplier for any Mobile Services they supply to you.
- (c) If you have signed a *port authorisation form* or had your port authorisation voice recorded to *port your phone number* to TeleChoice from your previous supplier, TeleChoice will use all reasonable efforts to *port your phone number* on the requested cut over date but has no liability to you for any delays in *porting*. The requested cut over date should not be more than 30 days from the date of making the request to *port your phone number* as long as you provide TeleChoice with any information or make changes TeleChoice advises you to make.
- (d) TeleChoice will not charge you a fee for porting a *phone number* from another *carrier* or *carriage service provider*.

- (e) You must not cancel the Mobile Broadband Service you have with the other carrier or carriage service provider before you port the phone number. TeleChoice will inform the carrier or carriage service provider from which you have ported the phone number that you have ported the phone number and they will cancel the Mobile Broadband Service.
- (f) You may need a new mobile phone or you may need to have your mobile device unlocked if you are porting between different mobile networks or types of mobile networks.

8.2 Porting from TeleChoice

- (a) You may be able to port a phone number you have obtained from TeleChoice for use with the Mobile Broadband Service to another carrier or carriage Mobile Service provider.
- (b) TeleChoice may charge you a fee to port the phone number to another carrier or carriage Mobile Service provider.
- (c) You must not cancel the TeleChoice Mobile Broadband Service before you port the phone number. The carrier or carriage Mobile Service provider to which you have ported the phone number will inform TeleChoice that you have ported the phone number and TeleChoice will cancel the TeleChoice Mobile Service.
- (d) You can only port the phone number, you cannot port any value added Mobile Services.
- (e) You may only port a phone number for which you are the authorised customer.
- (f) If you port your phone number to another carrier or carriage Mobile Service provider, any included usage credits you have on your account will be lost and you must pay TeleChoice:
 - (i) All charges outstanding on your account;
 - (ii) Any remaining instalments you owe on your mobile device or any remaining monthly payments where the cost of your mobile device is included in the monthly cost of your Mobile Broadband Service package;
 - (iii) Any cancellation fee or early termination fee; and
 - (iv) Any fees or charges imposed by TeleChoice's carrier as a result of you porting your phone number to another carrier or carriage Mobile Service provider.
- (g) TeleChoice will generally bill you for the charges in clause 8.2(f) above in the next billing period, but TeleChoice may issue you with subsequent invoices in relation to unbilled fees and charges for up to 190 days from the date you incurred the charge.

9. YOUR MOBILE DEVICE

9.1 Provision of the mobile device

- (a) You may obtain a *mobile device* from *TeleChoice* for use with the *TeleChoice* Mobile Broadband Service, or *you* may choose to use a mobile device *you* have or have obtained from a third party.
- (b) You may also obtain a mobile device from *TeleChoice's* website for use with the *TeleChoice* Mobile Broadband Service.
- (c) Any *mobile phone* or device that *you* wish to use with the *TeleChoice* Mobile Broadband Service must be of a kind approved by *TeleChoice*.

9.2 Providing proof of ownership of your mobile device

- (a) To protect consumers from illegal trade in *mobile devices*, if *TeleChoice* has a reasonable belief that your *mobile device* is stolen, *TeleChoice* may ask *you* to provide proof of ownership of your *mobile device*.
- (b) If *TeleChoice* asks *you* to provide proof, *you* must provide *TeleChoice* with that proof within ten (10) business days.

9.3 Your responsibilities in relation to your mobile device

- (a) Unless *you* obtain the *mobile device* from *TeleChoice* for use with the *TeleChoice* Mobile Broadband Service, *TeleChoice* makes no warranty under the *Agreement*:
 - (i) That the *mobile device* is suitable for use in connection with the *TeleChoice* Mobile Broadband Service or any *value added Mobile Service features*; or
 - (ii) About the quality of the *mobile device*.
- (b) Unless *you* obtain the mobile device from *TeleChoice* for use with the *TeleChoice* Mobile Broadband Service, *you* are responsible for making sure that:
 - (i) All regulatory approvals for your *mobile device* have been obtained; and
 - (ii) Your *mobile device* complies with all relevant technical regulations and specifications at all times.
- (c) You are responsible for the maintenance of your *mobile device*.

9.4 What can TeleChoice do if your mobile device is faulty or interferes with the TeleChoice Mobile Service?

If your *mobile device* appears to be faulty or interferes with the *TeleChoice* Mobile Service, *TeleChoice* is entitled to require *you* to:

- (a) Provide your *mobile device* for *TeleChoice* to inspect, and/or
- (b) Cease using that *mobile device* until the problem has been corrected.

10. LOST OR STOLEN MOBILE DEVICES

10.1 What should you do if your mobile device is lost or stolen?

If your *mobile pdevice* is lost or stolen, *you* must inform *TeleChoice* and *you* may then request:

- (a) That the *TeleChoice Mobile Broadband Service* be suspended (in which case clause 13 below applies); and/or
- (b) *IMEI blocking* be activated. *TeleChoice* will ask its *Carrier* to activate *IMEI blocking* on *TeleChoice's* behalf.

10.2 Reactivating the TeleChoice Mobile Broadband Service or de-activating IMEI blocking

If *you* find your *mobile device* or it is returned to *you*, *you* will need to contact *TeleChoice* to request:

- (a) Reactivation of the *TeleChoice Mobile Broadband Service*; and/or
- (b) *IMEI blocking* be de-activated. *TeleChoice* will ask its *Carrier* to de-activate *IMEI blocking*. There may be a delay in doing this.

TeleChoice will also reactivate *value added Mobile Service features* (for example, diversions) upon request.

10.3 Important things to note whilst your mobile device is suspended or IMEI blocking is activated

- (a) To contact emergency Mobile Services while your device is blocked, *you* must dial 112 (rather than 000).
- (b) Customers with hearing impairments who wish to access the TTY 106 emergency Mobile Services number from their mobile device should be aware that this number may not work from some blocked mobile phones.

10.4 In what other circumstances could TeleChoice block your mobile device?

- (a) If *you* obtain a *mobile device* that *TeleChoice* reasonably believes is lost or stolen, *TeleChoice* may contact its *Carrier* and request *IMEI blocking* to be activated on your *mobile device* without *your* consent, even if *you* are not aware it is stolen.
- (b) If *you* obtain the *TeleChoice Mobile Broadband Service* from *TeleChoice* under false pretences, *TeleChoice* may contact its

Carrier and request *IMEI blocking* to be activated on your *mobile device* without your consent.

- (c) In the event that *TeleChoice* knows that *you* have made an insurance claim when *your mobile device* is lost or stolen, if *IMEI blocking* is not already activated *TeleChoice* will contact its *Carrier* and request *IMEI blocking* to be activated on *your mobile device*.

10.5 Who do TeleChoice inform that your mobile device is blocked or unblocked?

In the event that *TeleChoice* activates or de-activates *IMEI blocking* on *your mobile device*, *TeleChoice* will inform other national *carriers* to put this block or unblock into effect on their own *networks*.

11. PHONE NUMBER DISPLAYS

11.1 Calling Number Display (CND)

- (a) If *you* do not bar *CND* on your *mobile device*, the *phone number* assigned to *you* may be displayed on the phone of the person *you* are calling.
- (b) When another person calls *you*, the *phone number* of that person may be displayed on your *mobile device* if that person has not barred *CND* on their phone.

11.2 SMS and MMS

When *you* send a *SMS* or *MMS*, the *phone number* assigned to *you* or *your name* may be displayed on the device of the person to whom *you* are messaging. *You* cannot bar the phone number assigned to *you* or *your name* when *you* send a *SMS* or *MMS*.

12. ACCESS RESTRICTIONS

12.1 Barring of calls made from the mobile device

The *TeleChoice* Mobile Broadband Service has automatic barring applied on all outgoing calls.

13. TEMPORARY SUSPENSION OF THE TELECHOICE MOBILE BROADBAND SERVICE BY YOU

13.1 Can you temporarily suspend the TeleChoice Mobile Broadband Service?

TeleChoice may temporarily suspend the *TeleChoice* Mobile Broadband Service at *your* request.

13.2 Will you have to pay the minimum monthly payment whilst the TeleChoice Mobile Broadband Service is temporarily suspended?

- (a) Yes *you* will have to pay a *minimum monthly payment* whilst the *TeleChoice Mobile Broadband Service* is temporarily suspended.
- (b) The period for which your Mobile Broadband *Service* remains suspended will count towards the *minimum term* of your Mobile Broadband *Service Agreement*.

13.3 What calls can you make or receive when the TeleChoice Mobile Broadband Service is suspended?

You cannot receive any incoming calls or make any outgoing calls, except to emergency Mobile *Services*, when the *TeleChoice Mobile Broadband Service* is suspended by *you*.

13.4 For how long can you temporarily suspend the TeleChoice Mobile Broadband Service?

The maximum length of time the *TeleChoice Mobile Broadband Service* can be temporarily suspended is three months in any 24 month period. *TeleChoice* may automatically reactivate your Mobile Broadband *Service* after 3 months if *you* have not contacted *TeleChoice* to reactivate it.

14. BARRING AS AN ALTERNATIVE TO SUSPENSION

- (a) *TeleChoice* may choose to bar outgoing and incoming calls and/or content including data usage on your mobile device, instead of suspending the *TeleChoice Mobile Broadband Service*.
- (b) If *TeleChoice* bars outgoing and incoming calls and/or content on your mobile device, *TeleChoice* may later suspend or cancel the *TeleChoice Mobile Broadband Service* for the same or a different reason.
- (c) Unless incoming calls have been barred, *you* may still receive incoming calls when the *TeleChoice Mobile Broadband Service* is barred, but *you* cannot make any outgoing calls, except to emergency Mobile *Services*.

15. SUPPLIER AND THIRD PARTY MOBILE SERVICES

You acknowledge that:

- (a) The *TeleChoice Mobile Broadband Service* relies on the Mobile *Services* of suppliers for its operation, who are not controlled by *TeleChoice*, and
- (b) *TeleChoice* does not exercise any control over, authorise or make any warranty regarding:
 - (i) *Your* right or ability to use, access or transmit any content using the *TeleChoice Mobile Broadband Service*;

- (ii) The accuracy or completeness of any content which *you* may use, access or transmit using the *TeleChoice Mobile Broadband Service*;
- (iii) The consequences of your using, accessing or transmitting any content using the *TeleChoice Mobile Broadband Service*, including, without limitation, any virus or other harmful software;
- (iv) Any charges which a third party may impose on *you* in connection with your use of their Mobile Services accessed via the *Mobile Broadband Service*.

16. VALUE ADDED MOBILE SERVICES

Details of *value added Mobile Services* available with the Mobile Service are set out in Appendix A.

17. CONTACTING TELECHOICE

Customer Service:

By phone:	1300 835 324
On the internet:	www.telchoice.com.au
By mail:	PO Box 5161 South Melbourne Victoria 3205

National relay service: 133 677
If *you* are deaf or have a hearing or speech impairment *you* can use the services of the national relay service [http://relayservice.gov.au/](http://relayservice.gov.au) to contact us

Translating and interpreting service: 131 450
If English is not your first language *you* can use the services of the national translating and interpreting service.