

# TELECHOICE POSTPAID MOBILE SERVICES

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## 1. ABOUT THIS MOBILE SERVICE

- (a) This document describes the *TeleChoice* Postpaid Mobile 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:  
[www.telechoice.com.au/legal](http://www.telechoice.com.au/legal)
- (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 Service.

## 2. THE TELECHOICE MOBILE SERVICE

### 2.1 What is the *TeleChoice* Mobile Service?

- (a) The *TeleChoice* Mobile Service allows you to:
  - (i) Make *calls* from and receive calls to your *mobile phone*;
  - (ii) Send *content* from and receive *content* to your *mobile phone*, including data calls; and
  - (iii) Subject to clause 2.1(b), use a range of *value added Mobile Service features*,

on *TeleChoice's network* for your own personal or business use only.
- (b) *TeleChoice* does not activate all *value added Mobile Service features* when you connect to the *TeleChoice* Mobile Service. Many value added Mobile Services require specific equipment to use them (for example, video calls access the *3G network* and you will need a compatible *mobile phone* to make these calls using the *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 Service?

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

## 2.3 Coverage

- (a) The *TeleChoice Mobile Service* is not available in all areas of Australia. You may obtain coverage maps showing where the *TeleChoice Mobile Service* is available in Australia from *TeleChoice* or from the *TeleChoice* website: [www.telechoice.com.au](http://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 Service*.
- (b) In areas that the *TeleChoice Mobile Service* is available, it is technically impracticable for *TeleChoice* to guarantee that:
  - (i) The *TeleChoice Mobile Service* is available in each place within an area where there is coverage;
  - (ii) 'Drop-outs' will not occur during a 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 in all countries or in all areas of those countries. The countries where *International Roaming* is available may change. You can obtain information on where *International Roaming* is available from *TeleChoice* or from the *TeleChoice* website: [www.telechoice.com.au](http://www.telechoice.com.au).
- (e) Due to technical reasons, *TeleChoice* cannot guarantee that calls to '13' or '18' prefix numbers will be diverted to the nearest location for that '13' or '18' prefix number.

## 2.4 Use of the TeleChoice Mobile 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 Service* (including any *SIM card*) in connection with a device that switches or reroutes calls 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 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 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 Service has been restricted.
- (c) *Your* use of the *TeleChoice* Mobile 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* and *International Roaming* charges, when assessing your credit limit.

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

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

- (a) The *pricing plan* *you* select;
- (b) *Your* use of the *TeleChoice* Mobile Service (including, for example, length of *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 Service?

- (a) You must pay:
  - (i) The fees and charges for the *TeleChoice* Mobile Service, which are set out in the *pricing tables*, on *TeleChoice's* website [www.telechoice.com.au](http://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 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 Service* even if the *TeleChoice Mobile Service* is unavailable or you are unable to access the *TeleChoice Mobile 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 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 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 calls/text/photos 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) Calls to special numbers, texts or photos to special numbers, premium rate Mobile Services and Third Party content, 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 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 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 Service or if *you* want to activate *International roaming*).

### 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 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 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 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 call credit component for the part of the month in which your *TeleChoice* Mobile 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 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 Service (including restricting outgoing and incoming calls, texts, photos),
- (d) Bar, suspend or cancel the *TeleChoice* Mobile Service, in accordance with clause 12.1 or 12.3 of the general terms as relevant or in accordance with this *Mobile Service description*. If *TeleChoice* bars, suspends or cancels the *TeleChoice* Mobile Service, *TeleChoice* may charge *you* a barring fee, suspension fee, cancellation fee or reconnection or reactivation fee. Reconnection or reactivation of the *TeleChoice* Mobile Service is subject to payment of the reconnection or reactivation fee. *You* should see the relevant pricing table for the *TeleChoice* Mobile 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 Services

If *you* have more than one Mobile Service with *TeleChoice* and are in arrears in payment for any of your Mobile Services, *TeleChoice* may elect (with your consent) to recover any amounts outstanding for any of your Mobile Services from any of your accounts for Mobile Services that have positive balances or bill *you* for the use of *TeleChoice*'s Mobile 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 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 phone 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 phone *you* must contact *TeleChoice* on 1300 TELECHOICE to obtain a code to unlock your mobile phone.
- (c) Before *TeleChoice* provides *you* with the code to unlock *your* mobile phone *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 phone*.
- (f) *TeleChoice* may refuse to disable the network locking from *your mobile phone* 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 Service?**

- (a) *To be able to connect to the TeleChoice Mobile Service, you need a SIM card.*
- (b) *If you do not already have a SIM card for use with the TeleChoice Mobile Service, TeleChoice will give you a SIM card. You may have a SIM card if you transfer from a TeleChoice pre-paid Mobile Service to the TeleChoice Mobile Service.*
- (c) *You must keep the SIM card secure and only use it to access TeleChoice's Mobile 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 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 1300TELECHOICE 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 phone (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 Service in accordance with clause 12.3 of the general terms.*
- (d) *You are responsible for all charges for calls 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, or suspends the TeleChoice Mobile 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 phone* 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*?**

If *you* do not already have a *phone number* for *your mobile phone* for use with the *TeleChoice Mobile Service*, *TeleChoice* will issue *you* a *phone number*.

#### **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 Service* from *TeleChoice* unless *you* port the *phone number* (see clause 8 below).

- (b) If *you* stop obtaining the Mobile 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 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 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 Service*.
- (f) You may need a new *mobile phone* or you may need to have your *mobile phone* unlocked if you are *porting* between different *mobile networks* or types of *mobile networks*.

## 8.2 Porting from TeleChoice

- (a) You can *port* a *phone number* you have obtained from *TeleChoice* for use with the *Mobile 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 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 phone* or any remaining monthly payments where the cost of your *mobile phone* is included in the monthly cost of your *Mobile 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 PHONE**

### **9.1 Provision of the mobile phone**

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

### **9.2 Providing proof of ownership of your mobile phone**

- (a) To protect consumers from illegal trade in *mobile phones*, if *TeleChoice* has a reasonable belief that your *mobile phone* is stolen, *TeleChoice* may ask *you* to provide proof of ownership of your *mobile phone*.
- (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 phone**

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

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

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

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

### **10. LOST OR STOLEN MOBILE PHONES**

#### **10.1 What should you do if your mobile phone is lost or stolen?**

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

- (a) That the *TeleChoice Mobile 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 Service or de-activating IMEI blocking**

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

- (a) Reactivation of the *TeleChoice Mobile 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 phone is suspended or IMEI blocking is activated**

- (a) To contact emergency Mobile Services while your phone 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 phone 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 phone?

- (a) If *you* obtain a *mobile phone* that *TeleChoice* reasonably believes is lost or stolen, *TeleChoice* may contact its *Carrier* and request *IMEI blocking* to be activated on your *mobile phone* without *your* consent, even if *you* are not aware it is stolen.
- (b) If *you* obtain the *TeleChoice Mobile Service* from *TeleChoice* under false pretences, *TeleChoice* may contact its *Carrier* and request *IMEI blocking* to be activated on your *mobile phone* without *your* consent.
- (c) In the event that *TeleChoice* knows that *you* have made an insurance claim when *your* mobile phone 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 phone*.

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

In the event that *TeleChoice* activates or de-activates *IMEI blocking* on your *mobile phone*, *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 phone*, 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 phone* 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 phone 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 phone

At your request, *TeleChoice* can bar certain calls made from the *mobile phone*. *TeleChoice* cannot bar calls to emergency Mobile Service numbers 112 and 000.

## **12.2 Barring of calls to 190 numbers**

Calls to 19xx numbers are automatically barred. *You* can request access to 19xx numbers by contacting Customer Mobile Service. Barring of access to 19xx numbers also prevents calls to international numbers from the Mobile Service.

## **12.3 International Calls**

TeleChoice's Mobile Services can be enabled to call most international countries. The international calls feature is automatically barred when *you* connect *your* Mobile Service. If *you* want to activate access to international calls, or request access to other countries, please contact Customer Service. A list of available countries and call rates can be viewed on TeleChoice's website and may change from time to time.

# **13. TEMPORARY SUSPENSION OF THE TELECHOICE MOBILE SERVICE BY YOU**

## **13.1 Can you temporarily suspend the TeleChoice Mobile Service?**

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

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

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

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

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

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

The maximum length of time the *TeleChoice* Mobile Service can be temporarily suspended is three months in any 24 month period. *TeleChoice* may automatically reactivate your Mobile 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 on your mobile phone, instead of suspending the *TeleChoice Mobile Service*.
- (b) If *TeleChoice* bars outgoing and incoming calls and/or content on your mobile phone, *TeleChoice* may later suspend or cancel the *TeleChoice Mobile 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 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 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 Service*;
  - (ii) The accuracy or completeness of any content which *you* may use, access or transmit using the *TeleChoice Mobile Service*;
  - (iii) The consequences of your using, accessing or transmitting any content using the *TeleChoice Mobile 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 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: **1300TELECHOICE**  
On the internet: [www.telchoice.com.au](http://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/> 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.