

# STANDARD FORM OF AGREEMENT: MOBILE

Important Documents

26 APRIL 2022



Developed by: Key Telecom Australia

Version 1.0

### CONTENTS

|           |  |           |
|-----------|--|-----------|
| <b>1</b>  | <b>ABOUT THE MOBILE SECTION .....</b>                        | <b>3</b>  |
|           | Our Customer Terms .....                                     | 3         |
| <b>2</b>  | <b>THE MOBILE SERVICE .....</b>                              | <b>3</b>  |
|           | What is the Mobile Service? .....                            | 3         |
| <b>3</b>  | <b>CONNECTION AND SERVICE ACTIVATION .....</b>               | <b>4</b>  |
|           | Timing.....  | 4         |
|           | Service reactivation charges.....                            | 4         |
|           | Temporarily suspending your service .....                    | 4         |
|           | Lost or Stolen Handset .....                                 | 4         |
| <b>4</b>  | <b>FAULTS .....</b>  | <b>4</b>  |
| <b>5</b>  | <b>HANDSET WARRANTIES .....</b>                              | <b>5</b>  |
| <b>6</b>  | <b>MOBILE PHONE NUMBERS.....</b>                             | <b>5</b>  |
|           | Changing mobile phone numbers .....                          | 5         |
|           | Reserving a number .....                                     | 5         |
|           | Premium Numbers .....  | 6         |
|           | Choosing a number .....                                      | 6         |
|           | Premium Numbers .....  | 6         |
|           | Contacting you .....   | 7         |
| <b>7</b>  | <b>SIM CARDS AND REPLACING SIM CARDS.....</b>                | <b>7</b>  |
|           | SIM cards.....   | 7         |
|           | Replacing SIM cards.....                                     | 7         |
| <b>8</b>  | <b>HANDSET BLOCKING .....</b>                                | <b>7</b>  |
|           | Asking us to block or unblock a handset .....                | 7         |
|           | When we can block or unblock a handset.....                  | 8         |
|           | When other mobile service providers can block handsets ..... | 8         |
| <b>9</b>  | <b>MOBILE FAIR USE POLICY .....</b>                          | <b>8</b>  |
|           | What is the Fair Use Policy? .....                           | 8         |
|           | Commercial use.....  | 9         |
|           | What we can do .....   | 9         |
| <b>10</b> | <b>MOBILE NUMBER PORTABILITY .....</b>                       | <b>9</b>  |
|           | What is Mobile Number Portability? .....                     | 9         |
|           | Moving to Us .....   | 9         |
|           | Moving to another mobile service provider .....              | 9         |
| <b>11</b> | <b>MOBILE PAYMENT PLAN .....</b>                             | <b>10</b> |

## 1 ABOUT THE MOBILE SECTION

### Our Customer Terms

- 1.1 This is our Mobile section of Our Standard Form of Agreement (SFOA).
- 1.2 The General Terms of Our SFOA apply, these terms can be found at <https://www.keyintegration.com.au/legal/>
- 1.3 If the General Terms of Our SFOA are inconsistent with something in this section, then this section applies instead of the SFOA, to the extent of the inconsistency.
- 1.4 If a provision of this section gives us the right to suspend or cancel your service, that right is in addition to our rights to suspend or cancel your service under the SFOA.
- 1.5 If you are acquiring your service as a small business customer, you should be aware that whilst we do not guarantee or provide warranties in relation to certain aspects of the service, we will provide your service with reasonable care and skill. Nothing in this Section affects your rights under consumer protection laws.

## 2 THE MOBILE SERVICE

### What is the Mobile Service?

- 2.1 On and from 1 April 2022, our mobile service in Australia gives you:
  - (a) access to parts of our Mobile Network (excluding GSM/2G services);
  - (b) mobile service coverage;
  - (c) the ability to make and receive phone calls;
  - (d) a mobile phone number; and
- 2.2 Message Bank is a feature of your mobile service. International roaming may also be given to you as part of your service. You may be charged for call forwarding to MessageBank, retrieval of messages and if you make or receive calls overseas, as set out in the Customer Information Summary (CIS) that applies to your service. If you do not want MessageBank or international roaming, please ask us.
- 2.3 Our Mobile Network is made up of 4G and 4GX. References to our 4G service means a reference to services provided over the 1800 MHz spectrum. References to our 4GX service means a reference to services provided over the 700 MHz spectrum. To the extent that there are any inconsistencies anywhere in Our SFOA with this clause (express or implied) this clause shall prevail.
- 2.4 The Mobile Network now includes access to 5G.
- 2.5 If you are a business customer, government customer, charitable organisation or non-profit organisation, you can appoint a third party to act on your behalf in relation to the supply of the Mobile services if you get our written consent first.
- 2.6 VoLTE is not available.
- 2.7 You can use our mobile service to call emergency services at no cost by dialling 000 or 112 if you are in an area with Mobile Network coverage. Depending on what handset you are using and what settings you have configured, the emergency services operator may see your location information via Advanced Mobile Location (or AML) technology. You agree that AML technology may use a small amount of data to calculate your location automatically when you make an emergency call.

### 3 CONNECTION AND SERVICE ACTIVATION

#### Timing

- 3.1 We will aim to connect 90% of applicants for our mobile service within 12 hours of receiving and processing an application, unless a cooling off period applies. If a cooling off period applies, and you have not advised us within the cooling off period to cancel your order, we will commence processing your application after the cooling off period expires.
- 3.2 An application for service may (in accordance with the industry TCP Code) require us to perform a credit check. We will advise you of the outcome of the credit check prior to processing your application. If we are unable to supply the service you have requested in your application as a result of the credit check, we may offer you an alternate service.
- 3.3 If you have asked us to port an existing mobile phone number away from another mobile service provider to us, we will aim to connect you within four hours of successfully completing that port. Successful porting relies on the accuracy of the information you supply to us, and the releasing networks completion of the port. We will notify you if your port request has not been successfully confirmed. We are required to call you on your mobile device immediately prior to submitting the port.
- 3.4 Otherwise, we will aim to connect the applicants on the next working day.

#### Service reactivation charges

- 3.5 Where your mobile service is suspended for any reason other than due to our material breach, error or negligence, you must pay us a \$33 inc GST service activation charge to reconnect it.

#### Temporarily suspending your service

- 3.6 Subject to clause 3.7, we will temporarily suspend your service (up to a maximum period of 28 consecutive days):
  - (a) if you ask us to. (If the minimum term of your service has expired, you can only ask us to do this once in any 12-month period); or
  - (b) you tell us that your phone is lost or stolen.
- 3.7 After the temporary suspension period passes, you must reconnect your service to the pricing plan that your service was on before the temporary suspension period.

#### Lost or Stolen Handset

- 3.8 If your handset has been lost or stolen, we will restrict your service from making or receiving calls if you ask us to. You must contact us to have the restriction removed.

### 4 FAULTS

- 4.1 We will provide a 24-hour fault reporting service for telling us about mobile service faults.
- 4.2 We will repair faults that occur on our mobile networks and restore full service during standard business hours (8.00am to 5.00pm, Monday to Friday, except public holidays).
- 4.3 We will also maintain your SIM card against fair wear and tear, but not loss, theft or damage.
- 4.4 We will aim to restore our mobile services within the following timeframes of being told about a fault:
  - (a) in urban areas, within two working days;

(b) in rural areas, within three working days; and

(c) in isolated areas, within four working days.

After you tell us about a fault we aim to contact you every 48 hours with progress of the restoration until the mobile services are restored.

4.5 We will aim to provide after hours' maintenance in the following cases:

(a) major network outages (giving priority to outages);

(b) natural disasters; and

(c) other special cases which we consider deserve after hours' maintenance.

## 5 HANDSET WARRANTIES

5.1 Our handsets come with statutory guarantees and other rights that cannot be excluded under consumer protection laws. Remedies are available for a breach of such guarantees or rights, including repairs or replacements and in some circumstances refunds. You can ask us to suspend your service while your handset is being repaired or replaced.

5.2 If your handset is returned to us and we reasonably determine that it complies with statutory guarantees and non-excludable rights under consumer protection laws, then any remedy (such as repair or replacement) will be at your cost and you will need to pay the monthly charge for your service.

## 6 MOBILE PHONE NUMBERS

### Changing mobile phone numbers

6.1 You can ask us to change your mobile phone number at any time. We charge you the following each time your mobile phone number is changed. These charges only apply if your existing SIM card can be reused. You do not have to pay these charges in the special circumstances where the change of mobile phone number is because of nuisance calls.

| CHARGES FOR CHANGING YOUR NUMBER | GST EXCL. | GST INCL. |
|----------------------------------|-----------|-----------|
| Per change                       | \$45.00   | \$49.50   |

### Reserving a number

6.2 You can ask us to search our database of available mobile phone numbers to choose a particular mobile phone number. You will not pay a search fee.

6.3 Once you have chosen a particular mobile phone number, you may reserve that number for up to three months before activating your mobile service. We charge you the following monthly charge for each reserved number:

| NUMBER RESERVATION CHARGES                         | GST EXCL. | GST INCL. |
|--|-----------|-----------|
| Reservation charge (each month or part of a month) | \$10.00   | \$11.00   |

- 6.4 Where you have not activated a mobile service for a reserved mobile phone number within three months of reserving it, we will return the number to our database of available numbers and stop charging you the Reservation charge.

### Premium Numbers

- 6.5 Where you have chosen a premium number we charge you the following:
- (a) an upfront charge as set out in the table in s.6.10; and
  - (b) a number reservation charge as set out in the table in s.6.3 above.

### Choosing a number

- 6.6 You can ask us to search our database of available mobile phone numbers to choose a particular mobile phone number. You will not pay a search fee.
- 6.7 Once you have chosen a particular mobile phone number, you must immediately activate it on a Key Telecom Mobile service or else we will return the number to our database of available numbers.
- 6.8 We do not warrant that a specific number or any number is available.

### Premium Numbers

- 6.9 Where you have chosen a premium number we will charge you an upfront charge as set out in the table in s.6.9.
- 6.10 If a phone number falls within more than one of the categories set out in the table, then we charge you the higher charge.

| PREMIUM NUMBER CHARGES |  |           |   |           |   |           |
|------------------------|--|-----------|---|-----------|---|-----------|
|                        | GOLD   |           | SILVER  |           | BRONZE  |           |
|                        | GST EXCL.  | GST INCL. | GST EXCL.   | GST INCL. | GST EXCL.   | GST INCL. |
| UPFRONT CHARGE         | \$545.46   | \$600.00  | \$272.73  | \$300.00  | \$136.37  | \$150.00  |
| Same number            | Six of same<br>eg 999 999  |           | Five of same<br>eg 999 991 or 266 666   |           |   |           |
| Numbers in sequence    | Six in sequence<br>eg 234 567 or 965 432   |           | Five in sequence<br>eg 3 23456 or 23456 3 or 3 65432  |           | Four in sequence<br>eg 34 2345 or 2345 34 or 34 5432              |           |
| Triplet sets           | Two identical triplets<br>eg 350 350<br><br>Double Triplets<br>eg 333 555 or 111 222 |           | Identical pairs in same position within triplets<br>eg 004 008 or 211 311 or 100 200<br><br>One triplet identical, one triplet in sequence<br>eg 111 123 or 123 888<br><br>Mirror image<br>eg 350 053 |           | One triplet identical numbers<br>eg 000 218 or 347 333 or 222 711 |           |
| Number pairs           | Three identical pairs  |           | Three pairs not identical   |           | Two out of three identical pairs                                  |           |

| PREMIUM NUMBER CHARGES |                 |                 |   |                 |                         |                 |
|------------------------|-----------------|-----------------|---|-----------------|-------------------------|-----------------|
|                        | GOLD            |                 | SILVER  |                 | BRONZE                  |                 |
|                        | GST EXCL.       | GST INCL.       | GST EXCL.   | GST INCL.       | GST EXCL.               | GST INCL.       |
| <b>UPFRONT CHARGE</b>  | <b>\$545.46</b> | <b>\$600.00</b> | <b>\$272.73</b>   | <b>\$300.00</b> | <b>\$136.36</b>         | <b>\$150.00</b> |
|                        | eg 12 12 12     |                 | eg 11 88 55<br>Three pairs in sequence<br>eg 12 13 14 or 03 02 01 |                 | eg 11 11 78 or 67 12 12 |                 |

### Contacting you

- 6.11 If we need to notify you of any matters relating to your services or accounts (including your account status), we may send an SMS text message to your mobile phone number. You must only allow someone else to use your mobile phone if you have authorised that person to operate your accounts, at least to the extent of receiving SMS text messages from us in relation to your accounts.

## 7 SIM CARDS AND REPLACING SIM CARDS

### SIM cards

- 7.1 To enable a mobile service, you need to insert a SIM card in the mobile device. The original SIM card that we give you is included in the service activation charge for your service.

### Replacing SIM cards

- 7.2 Where you need a replacement SIM card, we will provide you with one free of charge.

## 8 HANDSET BLOCKING

### Asking us to block or unblock a handset

- 8.1 You can ask us to:
- (a) block the use of your handset if it is lost or stolen; or
  - (b) unblock the use of your handset.
- 8.2 We block the use of your handset by invalidating the International Mobile Equipment Identity (IMEI) number of the handset in the Equipment Identity Register of our Mobile Network. This means that you will not be able to use the mobile device on our network except for making calls to emergency services.
- 8.3 You must compensate us for losses reasonably incurred by acting on your request.
- 8.4 You can ask us to unblock the use of a handset:
- (a) if you believe that the handset may have been blocked by mistake or

- (b) where you recover a lost or stolen handset.

### When we can block or unblock a handset

8.5 We can block the use of a handset if:

- (a) we reasonably consider that a handset has been lost or stolen; or
- (b) we have received a list of blocked IMEI numbers from another mobile service provider, in accordance with the intercarrier IMEI blocking initiative introduced by the Australian Mobile Telecommunications Association; or
- (c) we reasonably consider that a handset provides a threat to the integrity of our telecommunications network or part of our telecommunications network.

8.6 We may decide:

- (a) not to block the use of a handset; or
- (b) to stop blocking the use of a handset,

if we believe that there may be another handset with the same IMEI number as that of the first handset.

8.7 If your handset has (or may have) been lost or stolen, it may be blocked. If your handset is blocked it will not work. You may wish to call us before purchasing any handset to ensure that it is not blocked.

### When other mobile service providers can block handsets

- 8.8 Regardless of why we block your handset, we will include the IMEI number of that handset on a list of IMEI numbers that we have blocked.
- 8.9 We will send this list to other mobile service providers in accordance with the intercarrier blocking initiative introduced by the Australian Mobile Telecommunications Association.
- 8.10 Other participating mobile service providers will then invalidate the IMEI numbers on that list, so that the corresponding handsets will not work on their networks either.
- 8.11 We do not promise that the other participating mobile service providers will invalidate your IMEI number or do so within a certain time period in this initiative.

## 9 MOBILE FAIR USE POLICY

### What is the Fair Use Policy?

- 9.1 It is important to us that our customers can access our services. Because of this, you must follow our Fair Use Policy.
- 9.2 Our Fair Use Policy is intended to ensure that our customers do not use our services in an excessive, unreasonable or fraudulent manner or in connection with equipment that has not been approved by us. Such usage may impact the reliable operation of our network and/or the quality or reliability of our services. Generally, legitimate use of our services for their intended retail purposes for which they are supplied to you will not breach our Fair Use Policy.
- 9.3 We can rely on our Fair Use Policy where we reasonably consider that you have used a service in a way that is excessive or unreasonable or in the situations set out below under "Commercial use".



### Commercial use

- 9.4 The services we make available under this section of our SFOA are intended for retail customers to use for their own personal and business usage. We make available wholesale services under other arrangements. Such wholesale services are made available pursuant to terms and conditions (including prices) which are intended to provide both us and our customers a fair commercial return. Customers who use our services in their capacity as carriers or carriage service providers (or as suppliers of carriers or carriage service providers) must acquire services for such purposes under wholesale terms and conditions. The following clauses are intended to ensure that this occurs.
- 9.5 You must not resell or commercially exploit any of our mobile services or SIM cards. You must not re-route call traffic in order to disguise the originating party or for the purposes of resale.
- 9.6 You may not use our mobile services in your capacity as a carrier or carriage service provider or as a party supplying services to a carrier or carriage service provider.
- 9.7 You can only use a SIM card that we provide you with handsets or other devices that have been approved by us for use on our networks.
- 9.8 We can rely on our Fair Use Policy if we reasonably think that you have breached any of the three previous clauses.

### What we can do

- 9.9 If we reasonably believe that you are in breach of this Fair Use Policy, we can:
- (a) cancel or limit your right to use a service without telling you before we do so; and
  - (b) suspend or cancel your mobile services by telling you in writing 30 days before we do so.
- 9.10 If we believe on reasonable grounds that you are in breach of this Fair Use Policy, you must pay us the standard applicable retail rate calculated from the date we notify you that we intend to charge you the standard applicable retail rate. You must do so for all of the mobile services which have been used in connection with the Fair Use offers.
- 9.11 If you have already paid us for such mobile services, you must pay us the difference between the standard applicable retail rate and the amount you have paid to us, from the date we notify you that we intend to charge you the standard applicable retail rate.

## 10 MOBILE NUMBER PORTABILITY

### What is Mobile Number Portability?

- 10.1 We provide a Mobile Number Portability (MNP) service as an option for you changing your mobile service provider.
- 10.2 MNP lets you keep your existing mobile phone number when you stop using the mobile service linked to that number and take up a new mobile service with another mobile service provider. This process is known as porting. You can only port active mobile phone numbers.

### Moving to Us

If you wish to port an existing mobile phone number away from another mobile service provider to us, we will only give you a new mobile service when we accept your application and successfully complete the port. We will notify you if your port request has not been successfully confirmed.

### Moving to another mobile service provider

- 10.3 We will use our reasonable efforts to port your number.

### 11 MOBILE PAYMENT PLAN

- 11.1 The Mobile Payment Plan enables you to purchase a mobile device from us and pay for it in monthly instalments over 12 or 24 months. Eligibility for a Payment Plan is at our sole discretion, is subject to a credit assessment, and we may perform a Credit Check with an external credit checking company.

#### How Does the Mobile Payment Plan Work?

- 11.2 Under a Payment Plan, you own the device and any accessories purchased with the device. You will be responsible for any damage or loss of the device or accessories. You must make your Payment Plan payments on time even if you lose or damage the device or accessories.
- 11.3 You must acquire, or have acquired, a mobile service from us to be eligible for a Mobile Payment Plan.
- 11.4 We determine, at our sole discretion, your maximum approved credit limit. The total of your Payment Plan cannot exceed this amount. We may, at our sole discretion, allow you to pay a portion of the purchase price as an upfront payment to reduce your Payment Plan instalments.
- 11.5 You must complete a Mobile Payment Plan application which we will assess. You may complete the application electronically or by phone. The Application Form will require you to provide us with details about the device and accessories you wish to purchase, the term of the Payment Plan you are applying for, and allow us perform a credit assessment and external credit check if we require it.

#### What You Have to Pay

- 11.6 Each of your monthly payments will be equal to the amount of your Payment Plan divided by the number of months of your plan.
- 11.7 If you are a new customer and don't have an account with us at the time of the sale, you authorise us to direct debit your bank account or credit card each month to pay for the services, devices and accessories that you purchase from us.
- 11.8 If you are an existing customer, and have an account with us, your monthly payment will appear on your regular bill, and you must pay us in the same way that you currently pay.
- 11.9 You can pay the remainder of your Payment Plan at any time by contacting us. We will advise you of the amount you need to pay to satisfy the balance of the Total Amount. Your next bill will include this amount, and once paid in full, we will terminate your Payment Plan and you will not be required to pay any further monthly Payment Plan instalments. Your mobile service plan will continue under your agreement with us.
- 11.10 If you upgrade to a new device before the end of an existing Payment Plan, and enter into a new Payment Plan, your existing payment plan will end and the balance of your existing Payment Plan will become payable. If eligible, and at our sole discretion, we may permit the remainder of your existing Payment Plan to continue, or for your existing Total Amount to be added to the Total Amount for your new Payment Plan and paid over your new payment term, this will increase the amount you must pay to us each month.

# STANDARD FORM OF AGREEMENT

Important Documents

26 APRIL 2022

## STANDARD FORM of AGREEMENT MOBILE



Developed by: **Key Telecom**  
PO BOX 7070 Baulkham Hills NSW 2153. Australia

Version 1.0