

REWARD MOBILE

Reward Mobile Pty Ltd

ACN 110 174 233 ABN 82 110 174 233

Standard Agreement for the Supply of Digital Mobile Telecommunications Services By Reward Mobile

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This Agreement is the standard agreement for the supply of the Reward Mobile
Telecommunications Service.

INDEX

Introduction.....	4
Dictionary	5
1 Definitions.....	5
PART A: General Information.....	10
1 Overview.....	10
2 Value Added Services.....	10
3 Reward Mobile Contact Services.....	11
4 Customer Service.....	12
5 Coverage	12
6 Getting Started	12
Section 1: General Terms and Conditions.....	13
1 The Service	13
2 Obligations of Customers.	14
3 Service Suspension, Limitation or Termination	15
4 Disclosure of Information by Reward Mobile.....	17
5 Termination.....	18
6 Obligations on Termination	19
7 Assignment	20
8 Representations & Warranties	20
9 Title	21
10 Limitation of Liability.....	21
11 Indemnity	22
12 Prohibition & Enforceability.....	23
13 Waiver.....	23
14 Variation	24
16 Handset Blocking Specific Terms and Conditions	25
17 Standard Form of Agreement.....	27
18 Governing Law and Jurisdiction.....	27
19 Agency	28
20 Interpretation.....	28
SCHEDULE 1: Service Description	29
1 Service Overview.....	29
1.1 Contact Services.....	29
1.2 GPRS.....	30
1.3 Operator Services.....	31
2.1 Commencement and Termination.....	31
2.2 Fees and charges	31
2.3 Customer Disconnection from the Reward Mobile Network	34
2.4 Call Types and Charges:	35

2.5 Categories of Charges.....	35
2.6 Call Charges.....	36
2.7 Other Charges:	36
2.8 Roaming.....	37
2.9 National Roaming	38
2.10 International Roaming	38

Introduction.

This Agreement sets out the terms and conditions on which:

- Reward Mobile will provide the Service to Customers; and
- Customers of Reward Mobile may use the Service provided by Reward Mobile.

It is composed of two sections

- PART A: A General Section that includes a Dictionary, and
- Schedule 1: Which contains specific service conditions, associated tariffs, and other associated charges

Dictionary

1 Definitions

ACA means the Australian Communications Authority.

Act (or *the Act*) means the *Telecommunications Act 1997*.

Access Period means the time between the date a Customer Recharges and the Expiry Date, during which a Customer can use the Service.

Agreement means this Standard Agreement, comprising Part A - General and this Dictionary, and Schedule 1 encompassing a Service Description, tariffs, other associated costs, and applicable tariff brochures issued by Reward Mobile from time to time,. Together, these documents form the entire agreement between Reward Mobile and the Customer.

Ancillary service means any service provided by Reward Mobile I in conjunction with the Service, such as voicemail or short message service (SMS).

Call Rate means the call rates for a Call Plan.

Claim means any claim, action, proceeding, judgment, damage, loss, expense or liability, including legal costs, whether direct or indirect, however calculated.

CLI means calling line information.

Confidential Information means all confidential information about the Service, Reward Mobile, its Related Bodies Corporate, the Reward Mobile Network, or the Customer, which is or has been disclosed under or in connection with this Agreement; or learnt or acquired in the performance of this Agreement, other than any such information which:

was in the public domain at the time of its provision, otherwise than through a disclosure in breach of this agreement; or

lawfully came into the possession of the other party otherwise than as a result of a disclosure in breach of this agreement.

Connection means the activation of the Service.

Connected has a corresponding meaning.

Consequential Loss includes:

indirect loss and special damages;

loss of revenue;

loss of profits;

loss of business;

loss of anticipated savings;

loss of goodwill;

loss of data;

claims of third parties; and

loss or costs associated with any of the above. **Credit Limit** means the maximum credit, where applicable, provided by Reward Mobile I to the Customer for the Service.

Customer means the principal and person who uses the Service. **Customer Authorisation Form** means a form authorising a phone number to be ported.

Disconnection means the disconnection of a Connection. **Disconnected** has a corresponding meaning.

Duplicate IMEI Handset has the meaning given in clause 16 (d) (iv). **Grace Period** means the period starting from the Expiry Date and ending 30 days later provided that the Customer has not Recharged during that period.

GPRS means Reward Mobile's General Packet Radio Service.

GPRS Compatible Phone means a phone specified by Reward Mobile to be compatible with GPRS. **Handset Blocking** means the Special Service described as such in Section 1: General Terms and Conditions of this Agreement, and **block** or **blocked** in respect of a GSM handset has a corresponding meaning.

IMEI means international mobile equipment identity. **Insolvency Event** means the happening of any of the following events in relation to a party:

if a natural person, it becomes bankrupt or insolvent;

if a company:

a liquidator, provisional liquidator, official manager, company administrator, administrator, receiver, manager, or receiver and manager or similar officer is appointed in respect of it;

it enters into, or resolves to enter into, a scheme of arrangement or composition with or assignment for the benefit of, or it proposes a reorganisation, moratorium or other administration, involving its creditors or a class of its creditors;

it enters into a deed of company arrangement;

it resolves to wind itself up or otherwise dissolve itself, or gives notice of intention to so resolve, except by way of bona fide solvent reconstruction or amalgamation on terms approved by the other party;

it suspends payments of its debts generally; or

it is or becomes unable to pay its debts when they are due or becomes unable to pay its debts within the meaning of the *Corporations Law*, or is presumed to be insolvent under the *Corporations Law*.

Network means the Vodafone Mobile Digital Network or such other network as is accessed from time to time.

Non-excludable Rights means rights and remedies conferred on a party by the *Trade Practices Act 1974* and similar legislation which cannot be excluded, restricted or modified.

Partnership includes all partners of the partnership, jointly and severally who are partners at any given time.

Principal means the person who is contracted to meet all costs of the service or any special services

Re-connected means the re-activation of a Connection which has been Disconnected.

Related Body Corporate has the meaning given to the term in the *Corporations Law*.

Roaming means where a Customer uses a mobile service on another carrier's network to make calls or access mobile services either within Australia or outside Australia. **Service** means the Reward Mobile mobile digital service as described in Schedule 1 to this Agreement.

Service Provider is Reward Mobile Pty Limited

SIM means the Subscriber Identity Module, to be used with a GSM mobile phone handset to enable use of the Service.

PART A: General Information

1 Overview

This Agreement outlines the terms and conditions upon which Customers who purchase a Reward Mobile Pack can use the Service. The Service provides Customers with access to a digital public mobile telecommunication service using the Reward Mobile Network and is used to make and receive voice calls to and from:

Telephone numbers connected to the mobile network of Reward Mobile or another supplier;

Telephone numbers directly connected to a local exchange of Optus or Telstra or any other telecommunications carrier;

Other Australian public telephone numbers; and

International public telephone numbers.

The Service is subject to interconnection arrangements between Reward Mobile and the relevant operator of the network with which the number is associated.

The Service includes numbers in the 04XY range.

If Customers have compatible equipment, the Service can also be used to make and receive data and fax calls.

2 Value Added Services

The following Value-Added Services are available with the Service.

Operator Services

Directory assistance is a charged service provided by dialing 1223 whereby an operator

will locate the number. For overseas directory assistance, dial 0103.

Calls to emergency services are accessed by dialing 000 (or 112) within Australia or 112 from anywhere in the world; the Customer will be connected straight to emergency services; this is a free call.

Network problem reporting: to report any difficulties or faults with the Network dial 1100 (this is a free call). Special Services Once connected to the Service, the Customer may have access to Reward

Mobile's Special Services, which are divided into calls to certain numbers and Reward Mobile's Contact services. Call Options

Customers who have Reward Mobile's approval may call: 18XX numbers; Maritime, remote and satellite services, provided the Customer also has appropriate equipment; 19XX numbers; International numbers. Customers with appropriate equipment can also, on request, get access to Reward Mobile's fax and data service.

3 Reward Mobile Contact Services

Reward Mobile's Contact services are a suite of answering and message services which are outlined in Schedule 1.

4 Customer Service

Reward Mobile's Customer Service representatives are available during business hours from 08:00 to 19:00 Eastern Standard Time, Monday to Friday; and 09:00 to 13:00 Saturday for general service and account enquiries. All other times a message can be left and the enquiry will be attended to as soon as possible.

Customers can call Customer Service on 1300 305 305 or sales on 1300 368 306.

5 Coverage

There are certain restrictions on Service coverage. On request, Reward Mobile will provide Customers with information, including coverage maps, about the coverage of the Reward Mobile Network throughout Australia. Coverage maps are available on the Reward Website.

Within certain coverage areas, local conditions could prevent or interfere with mobile phone reception. Such areas may include basement car parks, lifts, buildings, mountains and road cuttings.

6 Getting Started

Connection to the Service requires the activation of a SIM, which when inserted into a handset activates the handset to the Network. A Customer's contract with Reward Mobile commences on the activation of the SIM. Full details on activating the SIM are provided at the point of purchase. The SIM remains Reward Mobile's property and must be returned on request.

Once connected to the Service, Customers are offered: The use of a mobile phone number; Fault rectification during Reward Mobile business hours; Access to the Reward Mobile Network; and Access to Reward Mobile Value-Added Services.

Section 1: General Terms and Conditions

1 The Service

- a) Reward Mobile supplies Customers with the Service on the terms and conditions set out in this Agreement and the attached Schedule 1 - Service Description.
- b) Reward Mobile will take all reasonable steps to make sure that Customers can receive the Service. However, each Customer acknowledges that:
 - i) The Service is not free from faults or interruptions;
 - ii) The Customer may not be able to use the Service in some areas, or in some buildings, or at certain times;
 - iii) Reward Mobile does not warrant currency, availability, accuracy, security or quality of any information that a Customer receives or can access using the Service;
- c) Customers are responsible for any reliance on or use of the information that they receive or can access using the Service;
- d) Roaming relies on the networks of other carriers over which Reward Mobile has no control. Consequently, Reward Mobile cannot guarantee the quality and reliability of the mobile service when a Customer is Roaming.

e) Subject to the national regulatory policy on numbering:

- i) Reward Mobile may allocate a number to the Customer's Service and vary that number;
- ii) The Customer has and can claim no legal interest or goodwill in any number or pin allocated by Reward Mobile.

2 Obligations of Customers.

a) Customers must:

- i) Keep the SIM safe and in good condition;
- ii) Return the SIM to Reward Mobile immediately upon request;
- iii) Notify Reward Mobile immediately of loss of, or damage to, a SIM;
- iv) Pay Reward Mobile all fees and charges which are incurred in its use of the Service and all applicable government taxes, duties, imposts or levies;
- v) Comply with all laws, regulations and guidelines concerning use of the Service;
- vi) Give Reward Mobile all information and co-operation it may require in relation to the Service; Follow Reward Mobile's reasonable instructions regarding the use
- vii) of the Service; and
- viii) Notify Reward Mobile as soon as it becomes aware of any claim it may have against Reward Mobile in relation to the Service

b) Customers must not:

- i) Disclose to any person any Confidential Information or security number provided by Reward Mobile (including but not limited to the Customer's enquiry number, barring number or personal identification number);
- ii) Use the Service for any improper, immoral, unauthorised or unlawful purpose or allow any other person to use the Service for such purposes;
- iii) Use the CLI or information derived from the CLI except in accordance with the Act; and
- iv) Place, attempt or accept a reverse charge call using the Service.
- v) Resell, distribute or reproduce any part of the Service.

3 Service Suspension, Limitation or Termination

- a) Reward Mobile may, in its absolute discretion suspend, limit or terminate the provision of the Service if: i) Reward Mobile gives a Customer 14 days notice of its intention to do so; or ii) The Customer exceeds the Credit Limit; or iii) The Customer is in breach of this Agreement; or iv) A regulatory authority such as the ACA instructs Reward Mobile to do so; or
- v) There are technical problems with the Network of Reward Mobile's mobile network provider which require corrective action; or
- vi) The use of the Service by any person might damage the Network; or
- vii) The Customer, or someone acting on the Customer's behalf informs Reward Mobile that it has lost a SIM; or

- viii) Reward Mobile has an incomplete record of information about the Customer; or
- ix) Reward Mobile suspects that its record of information about the Customer contains incorrect or incomplete information;
- x) the Customer:
 - (a) dies;
 - (b) is a partner in a partnership, and the partnership dissolves;
 - or

(c) suffers an Insolvency Event; xi) Reward Mobile believes that the Service is being used to commit unauthorised, criminal or unlawful activities; xii) Reward Mobile believes that a Customer has engaged in fraudulent activities in relation to a Service provided by Reward Mobile ; xiii) Reward Mobile is required by law to do so, or is requested by a law enforcement agency to do so; xiv) if the Customer ports out a phone number; or the Customer resells, distributes or reproduces any part of the Service. xv) Where Reward Mobile suspends, limits or terminates the Service under clause 3 a) (ii)-(xii), Reward Mobile will use its reasonable endeavours to provide notice to the Customer.

- xvi) Reward Mobile will promptly suspend or disconnect the Service if informed by the Customer or someone authorised by the Customer to act on the Customer's behalf that a SIM has been lost. However, the Customer is responsible for all call charges incurred up to the suspension of the Service.

- xvii) Reward Mobile may suspend or limit the Customer's Service if in Reward Mobile's opinion the amount of call charges accrued on the Customer's account is unusually high. In making this determination Reward Mobile may have regard to matters including:
 - (a) The Customer's previous daily call spend;
 - (b) The Customer's unbilled charges total; and
 - (c) Any unusual call spending patterns.

- xviii) Reward Mobile reserves the right to suspend, limit or terminate the Service, or part thereof if the Service is being used in a manner deemed unusual, unreasonable, excessive or fraudulent by Reward Mobile. However, Reward Mobile will not be obliged to monitor usage of the Service.

4 Disclosure of Information by Reward Mobile.

- a) Reward Mobile and/or its agents and, if applicable, Reward Mobile's other service and content service providers, may collect a Customer's personal information. Reward Mobile collects the personal information to provide a personalised wireless telecommunications and information services. Reward Mobile may use a Customer's personal information for purposes that are related to providing those services that would be reasonably expected (including purposes keeping the Customer informed about features of available services or conducting analysis in order to provide a better service).

- b) Reward Mobile will provide Customers with access to their personal information in accordance with the *Privacy Act*.
- c) Reward Mobile may receive and disclose personal information or documents about Customers to or from:
 - i) credit providers or credit reporting agencies for purposes permitted under the *Privacy Act* ;
 - ii) law enforcement agencies to assist them in the prevention of criminal activity; or
 - iii) Reward Mobile's service and content providers, dealers and agents for purposes that are related to providing Customers with an acceptable telecommunications service.
- d) Unless the Member consents, Reward Mobile will not disclose personal information to third parties, other than those who have
- e) Contracted with Reward Mobile to keep the information confidential, or who are subject to legal obligations to protect their personal information.
- f) The Customer acknowledges that any calls made to Reward Mobile's customer support centres may be recorded for quality assessment or training purposes.

5 Termination

- a) In addition to Reward Mobile's termination rights in clause 3 a), Reward Mobile may, on the provision of reasonable notice, terminate this Agreement.
- b) A Customer may terminate this Agreement at any time upon giving written notice to Reward Mobile. Written notice can be provided by:

i) Letter - posted to PO Box 1138 North Sydney 2065

ii) Fax - 02 9922 5370

iii) Email - support@rewardmobile.com.au

Written notice must contain customer's full name, date of birth, billing address, account number, mobile phone number and account password.

c) The Customer acknowledges that a request to port out a phone number does not result in termination of this Agreement. Subject to Reward Mobile's termination rights, Reward Mobile will require payment of all outstanding amounts relating to the service as well as any amounts arising from the port.

6 Obligations on Termination

a) On termination of this Agreement, a Customer must:

i) Return all property to Reward Mobile which has rights (including but not limited to the SIM), whether under this Agreement or under the general law; and

ii) Pay all amounts due to Reward Mobile under this agreement

b) On termination of this Agreement Reward Mobile must refund to the Customer any monies held on account for the Customer after any debts and liabilities of the Customer have been met under clause 6 a). Reward Mobile, at its absolute discretion, may set-off any amounts payable until the Member pays Reward Mobile all due amounts.

7 Assignment

- a) The Customer may not transfer or assign any rights and obligations under this Agreement without the prior written permission of Reward Mobile.
- b) Reward Mobile may, without notice to the Customer:
 - i) Transfer its rights and obligations under this Agreement to its nominee;
 - ii) Temporarily or permanently delegate its obligations under this Agreement;
 - iii) Require the Customer to novate this Agreement in favour of Reward Mobile's nominee; or Act with the Customer's irrevocable power of attorney to sign any necessary documents to enable any such transfer, delegation or novation.

8 Representations & Warranties

- a) The Customer represents and warrants that it:
 - i) Has provided full and accurate personal information to Reward Mobile in connection with this Agreement;
 - ii) Has full power and authority to enter into this Agreement; and
 - iii) Will take all necessary action to execute, deliver and perform this Agreement in accordance with the terms.
- b) Reward Mobile represents and warrants that:
 - i) It is a service provider under the Act; and
 - ii) Subject to the terms and conditions of this Agreement, it will provide the Service with all reasonable care and in a timely manner.

9 Title

Except for any SIM, property in any goods which the Customer takes possession of under this Agreement passes to the Customer on the first payment by the Customer of monies to Reward Mobile.

10 Limitation of Liability

- a) To the full extent permitted by law and subject to clause 10 c), Reward Mobile excludes all liability including any Consequential Loss under or in connection with this Agreement or the supply of the Service.
- b) Notwithstanding clause 10 a), Reward Mobile's maximum liability under or in connection with this Agreement or the supply of the Service will not exceed the total of the fees and charges paid by the Customer under this Agreement:
 - i) If the time between the commencement date of this Agreement and the date of the Claim is 6 months or more -during the 6 month period immediately preceding the date of the Claim; or
 - ii) If the time between the commencement date of this Agreement and the date of the Claim is less than 6 months - during the period from the commencement date of this Agreement to the date of the Claim.
- c) Non-excludable Rights
 - i) Reward Mobile does not exclude any Non-excludable Rights but does exclude, and the Customer cannot rely on, all other conditions, representations and warranties implied by custom, law or statute other than those expressly contained in this Agreement.
- d) Reward Mobile's liability in respect of any Non-excludable Right is limited, at Reward

Mobile's option, to:

- i) In the case of goods,
 - ii) The replacement of the goods or the supply of equivalent goods;
 - iii) The repair of the goods;
 - iv) The payment of the cost of replacing the goods or acquiring equivalent goods;
 - v) The payment of the cost of having the goods repaired.
- e) in the case of services,
- i) The supply of the services again; or
 - ii) The payment of the cost of having the services supplied again.

11 Indemnity

- a) The Customer indemnifies Reward Mobile against all claims, actions, damages, losses, liabilities, costs, charges, expenses, outgoings or payment which Reward Mobile pays, suffers or incurs, or is liable for in respect of the Customer 's use of the Service or the Reward Mobile Network.
- b) Clause 11 a) does not apply to any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which Reward Mobile pays, suffers, incurs, or is liable for as a result of the wilful misconduct or reckless act or omission of Reward Mobile .
- c) The indemnity in this clause 11 is a continuing obligation of a Customer which will continue despite:
 - i) Any settlement of account;
 - ii) The termination of this Agreement; or

- iii) The occurrence of any other thing,
- iv) And remains in full force and effect until all monies owing by the Customer to Reward Mobile have been paid in full.

12 Prohibition & Enforceability

- a) Any provision of, or the application of any provision to, this Agreement or a right, power, authority, discretion or remedy of a party under this Agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

- b) Any provision of, or the application of any provision of, this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of the remaining provisions in that or in any other jurisdiction. The application of this clause 12 is not limited by any other provision of this Agreement in relation to severability, prohibition or enforceability.

13 Waiver

- a) Reward Mobile may not waive any right under this agreement except in writing.

- b) A Waiver by Reward Mobile will not prejudice its rights in respect of any subsequent breach of this agreement by the Customer.

- c) A failure or delay in enforcing a right under this agreement does not constitute a waiver.

14 Variation

Reward Mobile may vary any term of this Agreement at any time in writing. To the extent required by *the Act*, Reward Mobile will notify the Customer of any such variation.

15 GPRS Specific Terms and Conditions

- a) Reward Mobile's GPRS may only be accessed with GPRS Compatible Phones.
- b) Reward Mobile does not represent, warrant or guarantee the extent to which a GPRS Compatible Phone will be able to access information on the internet or elsewhere. The ability of a Customer to access, use and download information will depend on the features and functionality of their phone, the nature and quality of the information being accessed. Customers should note that the GPRS may be subject to congestion, delays and/or loss of transmitted data.
- c) The Customer acknowledges that the GPRS coverage area may be smaller than the coverage area for other Reward Mobile digital mobile services.
- d) The Customer must comply with all conditions imposed by the content provider when accessing content using the GPRS.
- e) The Customer agrees that the following terms and conditions apply to their use of the GPRS: is not obligated to monitor the content of information or material available from the GPRS or the Internet and that Reward Mobile is not liable for loss or damage suffered by the Customer or any other person as a result of using information or material obtained using the GPRS on the internet, including, but not limited to, loss or damage caused by a virus; and
 - i) The Customer is responsible for all equipment and software necessary to use the GPRS as well as for the security and integrity of any information the Customer transmits or receives.
 - ii) The Customer uses the GPRS accepting full risk and responsibility in doing so;
 - iii) The Customer acknowledges that Reward Mobile does not check and

- iv) The Customer will not use the GPRS for any activities which breach any laws, standards or codes or infringe a third party's rights, or breach any statements, content requirements or codes promulgated by any relevant authority including activities which will require Reward Mobile to take remedial action under any applicable industry code or in a way which interferes with other users or defames, harasses, menaces, restricts or inhibits any other user from using or enjoying the GPRS or the internet or which is indecent, obscene or otherwise offensive.
- f) The terms and conditions in Clauses 15 a) to 15 f) are the GPRS Specific Terms and Conditions. Where there is any conflict between the GPRS Specific Terms and Conditions and the other terms and conditions in the Standard Form Of Agreement, the GPRS Specific Terms and Conditions prevail.

16 Handset Blocking Specific Terms and Conditions

- a) Handset Blocking is only available in respect of GSM handsets.
- b) A Customer may only request Reward Mobile to block a GSM handset at the time, or within one month after the time, that the Customer requests the Service to be suspended or disconnect for reason of loss or theft of the Customer's SIM.
- c) Reward Mobile must as soon as reasonably practicable after being requested to do so by a Customer:
 - i) Subject to clauses 16 b) and 16 e), block a GSM handset; and
 - ii) Subject to verifying to its satisfaction that a Customer has lawful possession of a GSM handset which has previously been blocked, unblock the handset.

d) The Customer acknowledges that:

- i) Handset Blocking is at all times subject to technical limitations;
- ii) Handset Blocking is dependent upon the IMEI of GSM handsets;
- iii) Multiple GSM handsets may have the same IMEI; and
- iv) Where 2 or more GSM handsets connected to the Reward Mobile Network have the same IMEI ("**Duplicate IMEI Handset**"), the blocking of one such Duplicate IMEI Handset will also result in the other Duplicate IMEI Handset(s) becoming blocked.

e) Reward Mobile reserves the right not to block a GSM handset where:

- i) The handset is to Reward Mobile's knowledge a Duplicate IMEI Handset; or
- ii) To do so would adversely impact upon another Customer's use of the Service in good faith.

f) Where Reward Mobile has blocked a GSM handset upon request by a Customer and is subsequently notified by another Customer that the handset is a Duplicate IMEI Handset, Reward Mobile will unblock the handset as soon as reasonably practicable following such notification (subject to it verifying to its satisfaction the other Customer's lawful possession of a Duplicate IMEI Handset).

g) Where a Customer's Duplicate IMEI Handset is blocked as a consequence of Reward Mobile blocking the Duplicate IMEI Handset of another Customer, Reward Mobile will not be liable for any loss or damage incurred by the first mentioned Customer as a result of or in any way in connection with the first mentioned Customer's Duplicate IMEI Handset becoming blocked.

h) The Customer acknowledges that where Reward Mobile has blocked a GSM handset:

- i) The handset will be unable to be used on the Reward Mobile Network only in respect of the following services:
 - (a) to make or receive voice calls (except calls to emergency "000" and "112" numbers); and
 - (b) to make or receive SMS messages
- ii) The handset will be able to be used on the Reward Mobile Network to access all the services available on the Reward Mobile Network other than those referred to in paragraph i)(a) and i)(b); and
- iii) The handset may be able to be used to access any of the services available on the mobile telecommunications network of any other carrier.

17 Standard Form of Agreement

This Agreement constitutes a Standard Form of Agreement within the meaning of the Act.

18 Governing Law and Jurisdiction

This Agreement is governed by the laws of New South Wales.

Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

19 Agency

The Customer appoints Reward Mobile as its agent for the purposes of completing a Customer Authorisation Form on the Customer's behalf.

20 Interpretation

a) In this Agreement, unless the context otherwise requires:

- i) Headings are for convenience only and do not affect interpretation;
- ii) The singular includes the plural and visa versa;
- iii) All references to dollars, value and price are to the Australian currency;
- iv) References to a party includes its successors and permitted assigns;
- v) References to payment to any party includes payments to another person on the direction of that party; and
- vi) A reference to any statute includes any amendments, re-enactments or replacements to that statute from time to time.

SCHEDULE 1: Service Description

1 Service Overview

1.1 Contact Services.

Reward Mobiles Contact Services consist of:

SMSAlert.

By dialing 1218 (free call), Customers also have the option of installing SMS alert. Once installed, a short “beep” will sound and/or an envelope or text message will appear on the screen of the Customer’s mobile phone to alert Customers of new messages. Customers should delete all SMS Alerts as soon as possible to ensure there is sufficient memory on their mobile phone to store new messages;

CALLminder

CALLminder is a service offered free to subscribers that have elected not to use voicemail. This service allows a caller to send an SMS notification to the subscriber of the call that was missed. The caller can elect to send through the date and time of the call and the callers contact number by SMS so the subscriber is informed of who has called. For assistance with this service, dial 1300 368 306;

CALL wait and CALL hold:

These services allow Customers with certain mobile phones to switch between calls by using commands on their mobile phone keypad. For assistance with these services, dial 1300 368 306;

Call Forwarding: This service diverts the incoming calls to another phone. For assistance with this service, dial 1300 368 306;

Call Barring:

This service is a security option which allows incoming and/or outgoing calls to be barred. For assistance with this service, dial 1300 368 306.

Call Conference:

This service enables a Customer with a conference call capable mobile handset to initiate a conference call and call multiple parties to join the conference call up to a maximum of 8 participants on a conference call. This number may be less depending on the handset model and its conference call support features. For assistance with this service, dial 1300 368 306.

All of these services can be used as required without incurring a monthly subscription fee. Customers only pay for the services used.

1.2 GPRS

Reward Mobile offers 2 services over GPRS:

GPRS Internet Access:

GPRS enables Customers to log into the Internet whilst on the Road and away from fixed services;

GPRS WAP Access: GPRS allows the same access to WAP sites Customers currently enjoy over the GSM circuit switched network.

1.3 Operator Services

Directory assistance is provided by dialing 1223 and an operator will locate the number. For overseas directory assistance, dial 0103. Calls to 1223 are charged at a set rate as a one-off 30 second block, regardless of how long the caller is on the phone to the 1223 operator.

2 Service-Specific Terms and Conditions

2.1 Commencement and Termination

This Agreement starts when the Customer is first Connected to the Reward Mobile Network, and terminates when the Customer is Disconnected from the Reward Mobile Network.

2.2 Fees and charges

Reward Mobile will invoice the Customer monthly. In the case where the Customer's account balance is less than \$10 for the month, a bill will not be sent to the Customer for that month and the charges will carry over to the next month. If the Customer's account balance is less than \$10 for 3 consecutive months, a bill will be sent to the Customer on the third month. This will apply unless otherwise agreed between the Customer and Reward Mobile.

All Call Cap plans only include certain call types and services within the included charge cap. Details of included calls are available on request and posted on the Reward Mobile website:

(www.rewardmobile.com.au).

The Customer must pay all outstanding amounts not more than 14 days from the date of the invoice. Reward Mobile may charge interest on overdue accounts. The Customer

would be responsible to pay for all calls made using the mobile service even if they did not make them.

The invoice which Reward Mobile provides to the Customer will be in a standard form. If the Customer requires a different form of invoice, the Customer must pay any applicable charges.

Reward Mobile may vary its fees and charges from time to time. The Customer acknowledges that before entering into this agreement it has seen a copy of Reward Mobile's current fees and charges. The Customer may obtain a copy of Reward Mobile's current fees and charges, by contacting Reward Mobile at any time.

The Customer can have their bill issued free of charge via email. Bills issued via email must be paid by either registered credit card or direct debit from the Customer's bank or registered credit card account. For Customers who require a paper bill from Reward Mobile, a fee may be payable. Not all calls may be itemised on a paper bill.

If Reward Mobile imposes a Credit Limit and the Customer exceeds the Credit Limit, Reward Mobile may suspend, or limit the Service until the Customer pays all outstanding fees and charges. Reward Mobile may require the Customer to pay a security deposit if the Customer intends to use Value-Added Services. If the Customer pays Reward Mobile a security deposit, Reward Mobile may apply the deposit, or any part of it, in payment of any outstanding fees and charges for the Service.

If the Customer does not pay Reward Mobile's invoices on time for two successive months, Reward Mobile may require the Customer to pay its accounts by direct debit or registered credit card for the term of this Agreement. The Customer must not cancel a direct debit or credit card authority. If the Customer cancels a direct debit or credit card authority in breach of this clause, it must pay Reward Mobile extra charges as determined by Reward Mobile.

Reward Mobile may pay an agent a commission for introducing the Customer to the Service.

Reward Mobile may disconnect the Customer's connection if the Customer does not make a chargeable call in any 365 day period.

If any amount payable by Reward Mobile to a Customer is not paid because:

Reward Mobile is unable to locate the Customer; or the Customer has been notified by Reward Mobile but has not claimed the relevant amount; or

is otherwise unable to be paid by Reward Mobile ,

and is not claimed by the relevant Customer within 365 days from the due date, that amount ceases to be owed by Reward Mobile except on demand by the relevant Customer.

If the Customer has a credit balance of \$5 or less in any Reward Mobile account, that amount will only be forwarded to the Customer if they make a request in writing. Written notice must contain all customer details outlined in Section 1 - 5(b).

2.3 Customer Disconnection from the Reward Mobile Network

Reward Mobile can temporarily disconnect the Customer from the Reward Mobile Network or not provide the Customer with all or any part of the Service, including an ancillary service, if:

the Customer informs Reward Mobile that they have lost or damaged their SIM card;

the Customer has not done what they have promised they will do under this Agreement;

Reward Mobile has an incomplete record of information about the Customer;

Reward Mobile suspects on reasonable grounds that its record of information about the Customer contains incorrect information;

An authority, such as the ACA, requires Reward Mobile to do so;

In relation to an ancillary service, Reward Mobile is obliged to do so upon request from the relevant service or content provider; or

There are technical problems with the Reward Mobile Network.

Reward Mobile can permanently disconnect the Customer from the Reward Mobile Network if:

Reward Mobile has an incomplete record of information about the Customer and they fail to provide Reward Mobile with the relevant details upon Reward Mobile's request;

The Customer has not done what they have promised Reward Mobile they would do, even after Reward Mobile has given the Customer seven extra days to do so;
The Customer does anything which Reward Mobile believes can damage the Reward Mobile Network;

Reward Mobile believes that the Customer has used the Service to commit unauthorised, criminal or unlawful activities;

A criminal law-enforcement agency asks Reward Mobile to disconnect the Customer because it has a suspicion on reasonable grounds that the Customer has used, or is likely to use, the Service to engage in criminal conduct;

The Disconnection is reasonably necessary to enforce the criminal laws or laws imposing pecuniary penalties, protect the public revenue or safeguard national security;

An authority, such as the ACA, requires Reward Mobile to do so.

When Disconnected from the Reward Mobile Network:

The Customer no longer has the right to use their mobile phone number;

The Customer must immediately return the SIM card to Reward Mobile.

2.4 Call Types and Charges:

There are a number of different call types and Value-Added Services available with the Service.

2.5 Categories of Charges

There are 3 general categories of charges for the Service:

- Call charges;
- Value-Added Services and Special Services; and
- Other charges

Customers will only be charged for connected calls. For example, there is no charge for calls to an engaged number. Reward Mobile may waive any charge in its absolute discretion. Charges for calls are the responsibility of the Customer who is contractually responsible to Reward Mobile for the Service, irrespective of whether those calls were made by the Customer or another person.

All charges are inclusive of GST (where applicable). Actual charges may vary on your statement as all charges are rounded up to the nearest cent before GST is included. All prices are subject to change.

2.6 Call Charges

Charges for outgoing calls using the Service are billed at individual call tariff rates

Standard Calls are charged as per the contracted headline rates for the Plan to which the Customer has subscribed.

Other call types are charged as per the detailed schedule of rates referred to in the connected call plan starter pack.

2.7 Other Charges:

In certain circumstances, Reward Mobile will charge Customers additional charges. These charges are subject to change.

Additional charges include:

- unbarring fee: \$27.50, which will be incurred where the Service has been previously barred and a Customer requests that it be unbarred;

- copy of bill: \$5.50;
- replacement SIM: \$38.50, which will not be applied when the damage was caused by Reward Mobile;
- Customer telephone number (CTN) change: \$71.50;
- toll ticket enquiry: \$27.50;
- transfer of ownership within 30 days of original connection: \$0;
- transfer of ownership after 30 days of original connection: \$71.50;
- refer to drawer fee: \$22;
- late payment fee: \$3.30;
- cancellation of direct debit: \$2.20; and

Reward Mobile reserves the right to require any Customer to pay a security deposit before being Connected to access some Special Services which may be used against any outstanding fees and charges for the Service should the Customer fail to pay any due amounts.

Reward Mobile reserves the right to charge Customers the total or a proportion of the merchant fee that Reward Mobile incurs for the Customers chosen method of payment for airtime bills and any other supplied service.

2.8 Roaming

Additional charges apply if the Customer is Roaming.

2.9 National Roaming

Customers have the ability to roam onto Telstra's network when national roaming. Customers granted access to national roaming are charged as follows:

Standard calls:

As per the detailed schedule of rates referred to in the connected call plan starter pack.

Other calls:

Special charges apply for other services including Value Added Services and Special Services. Some services are not available whilst national roaming. To activate national roaming please contact Reward Mobile Customer Care. Offer available until withdrawn.

2.10 International Roaming

Customers granted access to the international Reward Mobile Network while overseas are charged at the rate levied by the overseas carrier plus a Reward Mobile charge. All incoming calls while roaming will also incur these roaming charges. To activate global roaming please contact Reward Mobile Customer care at least 72 hours prior to departure. A security deposit may be required.

If a Customer already uses International Roaming, the Customer will automatically have access to National Roaming.