



Think Mobile Service Summary of Standard Agreement

1) This is a summary of the terms and conditions for your Service. The full terms and conditions are contained in Think Mobile's Standard Agreement which is available on request from Think Mobile Pty Limited ABN 33 110 992 151 (Think Mobile) by calling customer care on 1300 2 THINK (1300 2 84465), or the National Relay Service on 133677 for communications assistance; or the Translating and Interpreting Service on 131450 to ask for an interpreter to assist, or by visiting the Think Mobile website at www.thinkmobile.com.au. The Standard Agreement is binding on you.

2) Your Service is provided by Think Mobile, and enables you to make and receive calls, send and receive text messages, use data services to browse the Internet and to use other available carriage services:

- a) using the Vodafone Wholesale 3G Mobile Network when your compatible handset is within the Vodafone Wholesale network coverage areas in Australia, and you have selected the Think Mobile Swift 3G network option; or
- b) using part of the Telstra 3G Mobile Network when your compatible handset is within the Telstra Wholesale Postpaid Mobile service coverage areas in Australia, and you have selected the Think Mobile Classic 3G network option; or
- c) using the Thuraya Mobile Satellite Service Network when using a handset or device compatible with the Satellite Service.

3) You will have one mobile number for the Service, and one SIM card. You can use your Think Mobile SIM card in compatible mobile phones available in Australia. Compatible mobile phones operate GSM at 900 MHz, and 3G at 850 MHz/2100 MHz for the 3G/GSM Service and must be compatible with the Thuraya Mobile Satellite Service Network for the Satellite Network. We retain ownership of the SIM card. You must return this to us upon disconnection of the Service. We may charge you a SIM card replacement fee if you fail to return the SIM card within 30 days from disconnection. Please inform us immediately if you lose your SIM, or if it is damaged. We will then disconnect or bar your Service (you will be responsible for all usage charges up to that time) until the SIM card is replaced or repaired. We may charge you a SIM replacement fee unless we were at fault.

4) The Service is billed at the rates set out in the tariff which forms part of the Standard Agreement (Tariff). A copy of the fees and charges included in the Tariff is available by calling customer care on 1300 2 THINK (1300 2 84465) or by visiting the Think Mobile website at www.thinkmobile.com.au. We may vary these fees and charges from time to time. When receiving calls, the calling party will pay the usual charges for calls made to a mobile phone. Charges apply if you have diverted your number to another fixed or mobile number.

5) When connecting to Think Mobile, you may be subject to a credit limit. If you exceed your credit limit, outgoing calls from your Service may be barred until you have made a payment to reduce the outstanding balance of your account. Think Mobile shall use its reasonable endeavours to advise you if your Service will be barred due to calls made in excess of the credit limit.

- 6) You agree that Think Mobile may receive or disclose personal information or documents about you for the following purposes:
- a) to a credit reference agency to obtain a consumer credit report about you and or to allow the credit reporting agency to create and maintain credit information about you. This information may be given before or during the provision of credit to you;
 - b) a credit reporting agency may disclose personal information from your consumer credit information file to Think Mobile for the purpose of assessing an application for commercial credit by you and for the purpose of collection of payments that are overdue in respect of any commercial credit provided by Think Mobile;
 - c) Think Mobile may exchange information about you with another credit provider to assess an application by you for credit, to notify other credit providers of a default by you, to assess the status of this loan whether you are in default with other credit providers, and to assess your credit worthiness. You acknowledge that the Information exchanged can include anything about your credit worthiness, credit standing, credit history or credit capacity that the credit providers are allowed to exchange under the *Privacy Act 1988* (Cth); and
- 7) In accordance with our Privacy Policy, we may use your personal information for any purpose reasonably expected to be associated with us providing the Service to you. Think Mobile may disclose personal information or documents about you to law enforcement agencies, financial institutions, or other telecommunications providers to assist in the prevention of fraud or other criminal activities. We will not use your personal information for any other purpose without your consent, unless there is a specified legal, law enforcement, or public health and safety issue involved.
- 8) Think Mobile may require a security deposit from you depending on Think Mobile's assessment of your creditworthiness. The Standard Agreement sets out circumstances and terms under which a security deposit is required and managed by Think Mobile.
- 9) If you request us to, or we validly discontinue your connection within your initial term, you must pay us:
- a) the access charges for the remaining months of the initial term;
 - b) an early termination fee as set out in the Tariff; and
 - c) all outstanding fees and charges payable by you for the Service.
- 10) Unless otherwise agreed, we will invoice you monthly and post a copy of your invoice to your nominated billing address. You must pay each invoice within 14 days from the date of the invoice (unless you have arranged with us to pay your invoices by direct debit or credit card). We may charge you interest on overdue accounts and a late payment fee which is set out in the Tariff.

11) You can review your invoices online, and monitor your unbilled usage at www.thinkmobile.com.au/selfcare or you can call Think Mobile customer care. For calls made in Australia, there will normally be a 24 – 48 hour delay between when you use your Service, and when your unbilled usage will be available for review in the online Selfcare tool. Calls made whilst roaming overseas may take even longer to become available. When we have received call records, we will analyse them and issue you spend alerts by email or SMS, or both when you have used 50%, 85% and 100% of your Included Call or Included Data allowance as set out in your Call Plan. You are responsible for monitoring your ongoing use of the Service and you are responsible to pay for all calls made using the Service, even if you did not make them and whether or not we have issued you with a spend alert.

12) Although we will take all reasonable steps to make sure you receive the Service within the Vodafone Wholesale 3G mobile network coverage area if you have selected the Think Mobile Swift 3G network option, or within the Telstra Wholesale 3G mobile network coverage area if you have selected the Think Mobile Classic 3G network option, or when using the Satellite Service, the Service is not free from faults or interruptions. Certain factors, such as network congestion, network downtime and maintenance, and obstructions or interference such as that encountered in buildings may mean you will not receive the Service in certain areas at certain times.

13) If you have a complaint about your Service you should try to resolve it first with Think Mobile by contacting us on 1300 2 THINK (1300 2 84465), or informing us by email to mail@thinkmobile.com.au, or by writing to us at Think Mobile Pty Limited, Locked Bag 100, Southport Mail Centre QLD 4215. Think Mobile will resolve your complaint in accordance with our Complaint Handling Policy, a copy of which is available to download from our website and from customer care. If you are not satisfied with how your complaint has been addressed by Think Mobile, you can contact the Telecommunications Industry Ombudsman (TIO) by calling 1800 062 058, or visiting their website at www.tio.com.au, by sending a fax to 1800 630 614, or you can write to the TIO at PO Box 276, Collins Street West, VIC 8007 or the Office of Fair Trading in your State or Territory.

14) You have rights under the *Competition and Consumer Act 2010* (Cth). Subject to that Act, we are not liable to you for any breach of any express or implied terms, conditions or warranties. Where we are unable by law to exclude our liability, but we are permitted to limit our liability, our liability for such breaches is limited, at our choice, to:

- a) if the breach relates to goods, the replacement or repair of the goods; or
- b) if the breach relates to services, the re-supply of those services, or paying for the cost of having those services re-supplied.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

15) You cannot assign your Think Mobile agreement without our consent. If we wish to assign or novate the agreement we will give you notice in accordance with C628:2012 *Telecommunications Consumer Protection Code*.

16) There are certain events that may result in us suspending, restricting or disconnecting your Service. These events are set out in the Standard Agreement.

17) We may vary the terms of the Standard Agreement from time to time. If the variation is detrimental, we will advise you of the variation by placing a notice in your bill, or otherwise writing to you in a manner which complies with C628:2012 *Telecommunications Consumer Protection Code*.