

## Summary of General Terms for Prepaid Mobile Service

### Important Customer Information: Your Rights and Obligations

This document is a summary of the General Terms contained in Our Prepaid Mobile Handbook ("Terms"). It is designed to give you information on what the Terms cover, and does not override or change the Terms, the terms of your service plan ("Service Plan"), the terms of any special offer from us ("Offer") or Our Fair Go Policy. If you would like more detail about your rights and obligations you should access all of Our applicable Customer Terms which are available from Our website [www.gotalkmobile.com.au](http://www.gotalkmobile.com.au) or you should request a copy by calling Our Customer Service Centre on 1800 468 255.

### Our Services

**gotalk** Communications Pty Ltd ABN 89 091 320 348 ("We" or "Our" or "Us") will provide you with Prepaid Mobile Service ("Service"). Our Service lets you make calls and send content from and as well as receive calls and content to your mobile phone. Before you are able to use the Service you must have a sufficient credit balance on your Prepaid account and must recharge as the credit is used up. The Service will be provided to you until it is cancelled in accordance with the Terms. Our Service is supplied to you under the Terms, Our Fair Go Policy, the terms of your Plan and the terms of any Offers you choose to take up. This summary should be read in conjunction with each of these documents.

### Variation of Our Terms

We may at times be required to change Our Terms, and consequently do not offer ongoing supply of a Service on the same terms and conditions as existed when We commenced providing that Service. You acknowledge and agree that the nature of your Service and the Terms on which We supply this Service may change. If We do need to change Our Terms, We will give you Notice of any changes as set out in Our Terms.

### Charges

The Charges you must pay Us will depend on the options and features of the Service Plan you have selected. Charges may vary depending on special conditions that apply to each Service Plan; the time of day (including peak and off-peak); the type of customers; the origin and destination of the call; the volume of the calls made during the period; and any applicable rebates or discounts that might be applicable. Service Plan changes or Service changes may result in loss of your remaining call credits and loss of eligibility for Offers associated with your Service Plan or with other services you receive from Us. Our charges are set out in Our Schedule of Charges, our Service Plans and Our Offers. You can obtain a copy of these documents by visiting [www.gotalkmobile.com.au](http://www.gotalkmobile.com.au) or by calling 1800 468 255. The cost of each call will be deducted from the then current credits on your Service account. You will not be sent any bills, invoices or statements.

### Premium Services (Including 190 Adult Services)

Currently We do not offer access to any Premium Services as part of your Service.

### Suspension and Termination

The grounds under which We may suspend or terminate a Service are set out in the Terms. We will take all reasonable steps to notify you before We terminate or suspend a Service, and if We are unable to give you Notice We will attempt to contact you by telephone. Either of us may terminate a Service provided under the Terms without cause, by giving the other party not less than 30 days written Notice. However, please note that subject to any other express rights or obligations either of us may have under the Terms, either of us may at any time, terminate a Service immediately on giving the other party Notice, if the other party materially breaches the Terms.

If a Service is terminated for any reason, you will be required to pay relevant charges, including usage and network access charges incurred up to the date the Service was terminated. Termination may result in a loss of your remaining call credits and loss of eligibility for Offers associated with your Service Plan or with other services you receive from Us.

If you have acquired the Service through a telemarketing sale or door- to- door sale, you may cancel the service before the end of the cooling-off period set out in the legislation in your State or Territory.

If you cancel this Service after the expiry of that statutory cooling off period, then you are not entitled to a refund of any amounts paid to Us by you and such cancellation may result in a loss of your remaining call credits and loss of eligibility for Offers associated with your Service Plan or with other services you receive from Us.

### **Our Liability to You**

We accept liability to you in accordance with any applicable consumer legislation, including the Trade Practices Act. We are not liable to you in contract, tort (including negligence) or otherwise, for any other loss or damage incurred by you (including indirect loss or damage). We will not be liable for any failure or delay in Our performance if an event occurs that is beyond Our control, for example an explosion, natural disaster, earthquake, war or an act of God. These limitations of Our liability do not apply to the extent that they are contrary to law.

### **Your Liability to Us**

You are liable for all charges and any obligations relating to the Service. Unless expressly stated elsewhere in these Terms, you are not liable to Us in contract, tort (including negligence) or otherwise, for any indirect loss or damage incurred by Us. You indemnify Us against any loss that We may reasonably incur or suffer in relation to any breach of these Terms or your misuse of the Service. These limitations do not apply to the extent that they are contrary to law.

### **Reporting Faults**

Faults experienced in relation to any of the Services should be reported by contacting Our Customer Service Centre on 1800 468 255. This Centre operates from 8am until 8pm Monday to Friday for general enquiries, and 10am until 6pm Saturday and Sunday for faults.

### **Complaints**

If you have any concerns about the Services We are supplying you, you should contact Us immediately. We will endeavour to resolve any problem or complaint you have as quickly and effectively as possible. If you are not satisfied with the initial outcome of your complaint, the matter will be reviewed in accordance with Our complaints procedures. You can contact Customer Service on 1800 468 255, or log a complaint at [www.gotalkmobile.com.au](http://www.gotalkmobile.com.au). If We cannot resolve your concerns to your satisfaction, you can refer those concerns to the Telecommunications Industry Ombudsman (TIO). The TIO is a free and independent dispute resolution service for Customers with unresolved complaints. Please note the TIO should only be contacted after you have attempted to resolve your complaint with Us directly. You may also contact the Australian Communications and Media Authority or the NSW Office of Fair Trading if you are unsatisfied or concerned about the Services We are supplying.

### **Your Personal Information**

We will comply with the Privacy Act 1988 when using your personal information and We may collect, use and disclose this information in accordance with Our Privacy Policy. A copy of this policy can be viewed at [www.gotalkmobile.com.au](http://www.gotalkmobile.com.au) or you can call 1800 468 255 to obtain the document. From time to time, We may use your information to tell you about Our other products, services or bundled offerings. You may stop receiving direct marketing from Us by sending Us an email at [service@gotalk.com](mailto:service@gotalk.com) or by calling Us on 1800 468 255.

### **SIM CARDS**

The **gotalk** prepaid SIM card remains Our property at all times. Should the Prepaid SIM card or Recharge Voucher(s) be lost or stolen, We will be under no obligation to replace them or compensate you. If We do choose to replace your SIM card, We may charge you for doing so at the then current replacement charges which are to be found at [www.gotalkmobile.com.au](http://www.gotalkmobile.com.au). You are liable for all charges in relation to any SIM card supplied to you until We have been notified of the loss or theft. You are required to pay all fees and charges which are incurred for the service even if you did not authorise its use.

## **MOBILE NUMBER PORTING**

You can port your mobile number to Us if:

- you authorise Us to transfer your mobile service number into Our name; and
- you certify that you are the account holder of your current service and authorise the transfer of your number to take place.

You remain liable for any contractual obligations or charges with your previous service provider. If you port your mobile number from Us to another service provider, then you will forfeit any unused credit remaining on your account. Porting your number to or from Us may result in you having to incur additional fees and charges (whether from Us or from your current service provider). We recommend you confirm that these are acceptable to you before you submit a request for your mobile number to be ported.

To the extent permitted by law, We have no liability to you or any other person for:

- delays in processing a port request for your MSN; or
- any failure to implement a port request.

## **INTERNATIONAL ROAMING**

International roaming not available..

## **FAIR GO POLICY**

The aim of this policy is to ensure that We are able to provide quality mobile services to all Our customers are not disadvantaged by the behaviour of others.

We may suspend your access to services without notice where We deem your use to be unreasonable.

In addition, where We consider your use of a free time or flat charge offer is unreasonable, then We may:

- immediately refuse access to these offers, or
- immediately disconnect or suspend any existing mobile service

At the time of printing, We currently consider 'excessive' use to be usage of more than:

- 2,000 minutes free or flat charge per month per mobile phone (SIM card); or
- 120 minutes of continuous talk time (per call); or
- 500 SMS text messages send per month (per Service); or
- 500 MMS messages sent per month (per Service); or
- 300 MMS video messages requested per month (per Service); or
- 20 hours of WAP CDS per month (per Service); or
- 1 gigabyte downloaded , per month (per Service).

## **Special Assistance**

If you have difficulties with the English language, you or a nominated Person can arrange an interpreter by contacting the Translation and Interpreter Service on 131 450 or alternatively please phone Our multilingual call centre number for the applicable language.

If you have a hearing impairment you or a nominated person should contact the National Relay Service (NRS) by phoning 133 677. The NRS will be able to assist you to call Us. The NRS has different numbers for different needs and you should consult your directory to obtain the number that best meets your needs.

## **GOVERNING LAW**

These Terms are governed by the laws of New South Wales.