

TERMS & CONDITIONS

Your Agreement | This document is a summary of the terms and conditions contained in our Standard Form of Agreement (Agreement). The full terms and conditions of the service are contained in the Standard Form of Agreement. You can obtain a copy of the Standard Form of Agreement applicable to the service we provide you by dialling 126 468 from your Australian Seafarers™ phone or 1800 468 255 from a land line or at

www.gotalk.com.au/pages/termsandconditions.

Service | The service provided by Australian Seafarers™ is a public mobile telecommunications service with its features and limitations set forth in the second clause of the terms and conditions found in www.gotalk.com.au/pages/termsandconditions. The service allows you to make calls and send content from, and receive calls and content to, your mobile phone on our network. To use the service you need to obtain credit for your Pre-Paid account in advance and recharge it when the credits are used up. You will not receive any bills, invoices or statements from Australian Seafarers™. We will provide the services to you with due care and skill. You must use the service in accordance with the agreement and ensure that any person you allow to use the service complies with the agreement. Where there is a problem with your service, we will do our best to restore it as quickly as possible. Network limitations and mobile phone capabilities may affect your ability to receive the service. The service is not free from faults or interruptions, and is subject to mobile coverage areas, and may only be used with a compatible mobile phone or other device.

To use services such as making outgoing calls, Australian Seafarers™ requires that the call credit be sufficient to cover the charges for the type of call or service you are attempting to use or make. If the call credit is insufficient, such services or calls are inaccessible. Australian Seafarers™ may terminate a call without notice at any time if your Call Credits balance falls to \$0. As such, the call will be terminated without warning. Call credits need to be topped-up by recharging the account. Please note Call Credits are not redeemable for cash. Also note that the call credits will have an expiry date depending on your plan. For more information, please call customer service regarding expiry dates of particular plans or at our website at www.gotalk.com.au.

Fees and Charges | We may change some of the charges from time to time. In addition to the fees and charges described in this summary, a number of other fees and charges may apply in relation to your service in different circumstances. The fees and charge that are applicable to your service are described in more detail in the service description that applies to your service.

Changing the Agreement | From time to time, we may need to make some changes to the Agreement. You may at any time obtain an up-to-date version of the Agreement from our website at www.gotalk.com.au/terms. We will update the online version of the Agreement to reflect changes as we make as soon as practicable after the changes take effect. We suggest you refer to this periodically.

Billing | You will have to make prepayments in order to use the service. We will apply your prepaid credits against the charges that you incur when you use the service. We will first need to receive and process prepayments before you can use prepaid credit. Australian Seafarers™ does not send bills, statements, or details descriptions of calls made on our prepaid network, however a customer can check this information at our website www.gotalk.com.au. Australian Seafarers™ reserves the right to recover from a customer's call credits, any amount owing to Australian Seafarers™, plus interest, by reason of arrears in accounts that have not been paid. The rates and charges will largely depend on which particular plan the customer is on. As such, it is the customer's responsibility to check which plan applies to them as well as the corresponding rates and charges as provided in the standard rate table. Australian Seafarers™ accepts payment by credit card. All funds must clear before credit is applied to your prepaid account.

Termination | Your agreement starts when you activate your prepaid account. If your Agreement is terminated (either by you or by us) , any credit in your prepaid account will be cancelled and forfeited. Australian Seafarers™ shall be entitled to terminate this Agreement immediately where the customer is in breach of the obligations of the customer under this agreement or in the event of

Australian Seafarers™ being unable to provide the services or where the customer is suspected of involvement in fraud and/or gross negligence. You must activate your SIM card before the expiry date indicated on your SIM pack. The right to immediately terminate this agreement for due cause remains reserved with Australian Seafarers™.

Liabilities | The fees and charges incurred in relation to your service will be your responsibility at all times, regardless of whether the service was used by a person other than you.

Lost and Stolen Equipment | If your mobile phone/SIM card is lost or stolen, you must notify us as soon as possible through our customer service at 1800 468 255. You will be responsible for all charges incurred on the service until you notify us that your mobile phone/SIM card has been lost or stolen.

Transferring of Service | If you wish to transfer an existing mobile phone number to Australian Seafarers™, you must notify Australian Seafarers™ at the soonest possible time (i.e. when ordering a starter pack or SIM pack or when the SIM card is activated). When you agree to transfer a service to us from another provider, you authorize us to act on your behalf with your current service provider so that we can transfer the service. We will do our best to transfer the service to us as soon as possible but are not liable for any failure or delays in the transfer. You should be aware of any consequences under the terms of your contract with your existing service provider before requesting a transfer. We are not responsible for any of those consequences, for any credit amounts owed to you by your previous service provider, or for any amounts owed by you to the service provider. We may provide you with the service on terms that are different to your original service provider. It is your responsibility to ensure your current mobile phone is not locked to your previous service provider. Please be aware there may be an unlocking fee which is payable to your previous provider which you are responsible for paying.

Privacy and your Personal Information | Australian Seafarers™ is committed to protecting your privacy as part of our ongoing service to you. We may collect personal information about you for the primary purpose of providing you the service. If you do not provide personal information to us, we will not be able to provide you the service. We may use your personal information for purposes that are related to providing you the service and which you would reasonably expect us to use the information for. If you request in writing, we will give you access to your personal information and correct the personal information that is inaccurate or incomplete. We may receive and disclose your personal information to and from: (i) credit providers or credit reporting agencies for the purpose permitted under the privacy Act; (ii) law enforcement and government agencies to assist in prevention of crime; or (iii) our service/content providers, dealers/agents and related companies for the purpose of providing the Service. We may also disclose your personal information to other third parties if required by law, if disclosure is permitted under the privacy act or other legislation, or the third party agrees to keep it confidential. Australian Seafarers™ reserves the right to send promotional and other such content to your designated contact details.

Enquires and Complaints | If you do not understand this Agreement, do not hesitate to call our customer care hotline at 1800 468 255 from a landline; or the National Relay Service on 13 36 77 for communications assistance or the Translating and Interpreting Service on 13 14 50 to ask assistance from an interpreter. Please contact our customer service if you would like a copy of this agreement in an alternative format, for example, large print size.

If you have any complaints relating to your service with Australian Seafarers™, please contact our Australian Seafarers™ customer service team at 126 468 from your Australian Seafarers™ Phone or 1800 468 255 from a land line or log a complaint at www.gotalkmobile.com.au/contact. Where you are dissatisfied with the outcome of a complaint that you have raised with Australian Seafarers™ you may take the matter to the Telecommunications Industry Ombudsman (TIO), The office of Fair Trading (OFT) in your State/Territory, and/or, in the case of a privacy complaint, the office of Federal Privacy Commissioner. The TIO deals with complaints that you have not been able to resolve with us. The OFT can provide you with information on your rights and assist in resolving disputes with us.