

# 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 the 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. To use the Service, you will need an activated SIM card. To activate your SIM card, follow the instructions on your Starter Pack or see the details on [www.gotalkmobile.com.au](http://www.gotalkmobile.com.au). When activating the SIM card, the correct details for the person who will be using the Service must be provided. By activating the SIM card, you warrant that the correct details have been provided to Us. Our Service is not available in all areas of Australia. It is your responsibility to check that mobile coverage exists at the location(s) at which the Service is to be used. You may obtain coverage maps showing where the Service is available from [www.gotalkmobile.com.au](http://www.gotalkmobile.com.au) or by calling 1800 468 255.

Before you are able to use the Service you must have a sufficient credit balance on your Prepaid account and to continue to use the Service you must recharge as the credit is used up. The credit on your Prepaid account will expire in accordance with the timeframes specified in your Plan. At the time of expiry, any unused credits will be forfeit. You cannot claim a credit or a refund for any such forfeited credits. Each time credits are added, a fresh credit validity period begins for those additional credits and for all plans except Big Talk the previous balance rolls over when you recharge. Please note that our Big Talk plan for users with a high call volume but who do not need a lengthy credit period. Accordingly, when you recharge your Big Talk account, all then current credit on your Big Talk plan automatically expires and is replaced by the new credit amount by which you have recharged. If you do not recharge your credit within 6 months of the date it expires, we may cancel the Service without notice and reallocate your number to another customer. You may be able to continue to receive calls and SMS within 3 months of the date the credit on your prepaid account has expired and/or is zero. However, after the expiry of that 3 month period, we may cancel this facility without notice to you (unless you have recharged your credit in the interim). In any event, if you add even the minimum credit denomination during that 6 month period, the Service will be fully restored. 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. However, We reserve the right to change, introduce and/or withdraw all or any Offers and/or pricing at any time. In this event, We will give you 7 days notice by putting that notice on the gotalk website ([www.gotalkmobile.com.au](http://www.gotalkmobile.com.au)).

## 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; your use of the Service (and any value added features of the Service); 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. Where a Service Plan change or Service change is initiated by you, this 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. If suspension is due to your breach or fault you will forfeit any then current credit. If termination is due to any reason other than our breach or convenience you will forfeit any then current credit. Termination may result in a loss of your eligibility for Offers associated with your Service Plan or with other services you receive from Us. If you are unhappy with any suspension or termination, please let us know by sending us a Notice or by lodging a complaint in accordance with clause 25 of the Terms (which is summarised below).

## Our Liability to You

We accept liability to you in accordance with any applicable consumer legislation, including the Trade Practices Act (which for example, imposes the implied terms that services must be provided with due care and skill and goods must be reasonably fit for their purpose and be of a certain quality). We are not liable to you or to any other Person for any faults or defects in the Service which are caused to any material extent by your own conduct or misuse or for any indirect loss or damage incurred by you (including but not limited to loss of profits, loss of business, loss of contract, loss of goodwill). 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. Where we are liable to you, our liability is limited (except in the case of negligence) to repair or replacement of the applicable goods or services where the limitations permitted by the Trade Practices Act apply and in all other cases, our liability is limited in total to the amount paid by You to Us in the 12 months immediately preceding the date of that loss or damage.

## 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 (including but not limited to loss of profits, loss of business, loss of contract, loss of goodwill).

## 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 by making an Application for the Service, you consent (for the purposes of the Privacy Act 1988, the SPAM Act 2003 and any other applicable legislation) to us collecting, using and disclosing this information in accordance with these terms and Our Privacy Policy. A copy of our Privacy 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 and Recharge Vouchers remain Our property at all times. We will replace a faulty SIM card free of charge provided that it is returned to us. Please return the faulty SIM card to: 183 Varsity Parade, Varsity Lakes QLD 4227. Should the Prepaid SIM card or Recharge Voucher(s) be otherwise lost, damaged or stolen, We will be under no obligation to replace them or compensate you. If We do choose to replace your SIM card or Recharge Voucher, 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 or Recharge Voucher 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 until that notification is given to us 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 (including any unlocking fees). 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). In particular, if your Port request requires additional administrative work for us due to your actions or the actions of your new service provider, we may charge you a porting fee of \$35. We recommend you confirm that all fees related to the proposed Porting request are acceptable to you before you submit a request for your mobile number to be ported. You must not cancel the service you have with the other Supplier before you request the port of the phone number to us. We will inform the Supplier from whom you wish to port the phone number that you have ported the phone number and they will cancel your service with them.

We will use all reasonable efforts to process your Port requests at the time requested by you. However, we do not guarantee Porting will take place on or before the requested cut over date.

## **INTERNATIONAL ROAMING**

International roaming is 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.