

Standard Terms and Conditions

These Standard Terms and Conditions apply to Services supplied to consumers (**you, Customer, User**) by Mango Telecommunications (ABN 26 686 815 380) (**Mango Mobile, we, us, or our**).

1. The Agreement

1.1 Formation of Agreement

- (a) An agreement is formed when you apply to acquire a Service from us and we accept your application. The application may be made in store, over the phone, or by completing an online ordering process or a physical order form.
- (b) By entering into the Agreement with us, you warrant that you are over 18 years of age and legally entitled to enter into the Agreement.

1.2 Agreement Documents

The Agreement will be made up of:

- (a) Your application;
- (b) The service description;
- (c) The Plan Brochure or other document provided to you relating to the Service during the application process; and
- (d) These Standard Terms and Conditions.

1.3 Inconsistency Between Agreement Documents

If there is inconsistency between any part of the Agreement, the inconsistency will be resolved according to the following order of priority:

- (a) The Plan Brochure;
- (b) The service description;
- (c) these Standard Terms and Conditions; and then
- (d) your application.

2. Period of the Agreement

2.1 Commencement and Term

- (a) The Agreement commences when your application is accepted by us.
- (b) For contracts other than Fixed Period Contracts, the Agreement will continue until it is terminated by either party on thirty (30) days' notice or otherwise in accordance with the Agreement.
- (c) For Fixed Period Contracts, the Agreement will continue:

- (i) for the minimum contract period referred to in your application or in the service description or Plan Brochure (**Minimum Contract Period**); or
- (ii) until it is terminated in accordance with clause 12.

2.2 Holding Over Period and Change of Terms

- (a) If neither you nor we cancel the Agreement at the end of the Fixed Period Contract, we will continue to supply the Service to you on a month-to-month basis.
- (b) If we will not continue to provide the Service to you at the end of the fixed-period contract or if we wish to change the terms of the Agreement, including charges, we will inform you of this at least thirty (30) days before the end of the Fixed Period Contract.

3. Minimum Contract Period

- (a) The Minimum Contract Period is the minimum fixed period during which you must acquire the Service. The Minimum Contract Period may be specified in your application or in the Plan. The Minimum Contract Period commences when the Service is activated.
- (b) If, during the Minimum Contract Period, you cancel the Service or we cancel the Service because of your default, you may be liable to pay an early termination charge which is either set out in the Plan Brochure or in the Service description.
- (c) Once the Minimum Contract Period is over, your Service will continue to renew automatically, and you will continue to be charged for the Service, until such time as you or we cancel the Service by giving thirty (30) days' notice.

4. Changes to the Agreement

- (a) We may change the Agreement in the following circumstances:
 - (i) Where you agree to the change;
 - (ii) Where the change will not adversely affect you and, before the changes take effect, we have given you notice of the change;
 - (iii) Where the change is in relation to charges for making international telephone calls or roaming and, before the changes take effect, we have given you notice of the change;
 - (iv) Where the change is to introduce or vary a fee or charge to pass on a tax or levy imposed by law and, before the changes take effect, we have given you notice of the change;
 - (v) Where the change is to introduce or to vary a charge associated with a content or Premium Service where we rely on a third party for the Service and the third party increases its price to us and, before the changes take effect, we have given you reasonable notice of the change; or
 - (vi) If the Agreement is a Fixed Period Contract and the change is adverse to you, and we provide to you not less than twenty-one (21) days' notice of the change.

- (b) We may withdraw any Plans/Packages at any time by giving you notice but such withdrawals will only take effect from the end of your then current fixed-period contract.
 - (c) Notice of a change to the Agreement may be given by us:
 - (i) by email to your nominated account email address,
 - (ii) with or as part of a bill, or
 - (iii) otherwise in writing, including by fax or mail.
 - (d) Changes to these Standard Terms and Conditions or a Service description will be made available online and you are encouraged to check our Website regularly.
 - (e) If we change the Agreement under clause 4(a)(vi), you may cancel the Agreement within forty-two (42) days of the date of the notice without incurring charges, other than usage or network access charges to the date the Agreement ends and outstanding amounts for installation or for Equipment with other suppliers' services.
 - (f) Your ongoing use of the Service after the date of a variation, alteration, replacement or revocation or on the expiry of the forty-two (42) day period, is deemed acceptance of the variation, alteration, replacement or revocation.
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5. Applications

5.1 Provision of Information

- (a) You warrant that information provided to us in the application is true and correct in all material respects and acknowledge that we will rely on the information provided to us.
- (b) You agree that if you give us incorrect information during an application which is then relied upon and used by a third party Carrier for the provision or attempted provision of a Service, you will be liable for any resubmission payment to us.

5.2 Grounds for Refusal

An application for Service may be refused by us in the following circumstances:

- (a) Where there is a technical limitation to our ability to provide you the Service, including where there are network capacity constraints;
- (b) Where you have not completed an application process correctly or have been unwilling to provide us with a document or information we require; and / or
- (c) Where you do not meet our credit assessment criteria.

5.3 Credit History Authorisation

- (a) By applying for a Service, you authorise us to communicate with credit referencing bodies/associations about your credit history and in so doing to provide them with the details that you have provided to us.

- (b) You acknowledge and agree that we may conduct the above investigations from time to time during the term of the Agreement.

5.4 Service Restrictions

- (a) We may apply restrictions to a Service where you have not met our credit assessment criteria.
- (b) We will advise you of the general nature of the reasons for these restrictions and, if applicable, how you may access Services which have been restricted.

5.5 Commission to Agents

We may pay commission to a dealer or agent acting on our behalf who is involved in your application process.

6. Your Private Information

6.1 Collection of Information

- (a) As part of your application and in connection with the provision of the Service to you, we may obtain from you private information about you.
- (b) Mango Mobile is required by law to collect certain Personal Information about you, including your name, address, and telephone service number to provide it to the operator of the Independent Public Numbering Database (**IPND**).
- (c) Information in the IPND is used to develop directories and to assist emergency service organisations.

6.2 Privacy Policy

- (a) We use our best endeavours to comply with a privacy policy which is available on our Website or by contacting us (**Privacy Policy**).
- (b) The Privacy Policy governs the information we collect about you, how we use it, and your rights to access it.
- (c) You consent to us collecting and disclosing your Personal Information including any unlisted telephone number and address from or to:
 - (i) any credit providers or credit reporting agencies to use the information for all purposes permitted by the *Privacy Act 1988* (Cth) (**Privacy Act**), including to obtain a credit report about you or your registered business, maintaining a credit information file about you, or notifying a default by you;
 - (ii) any law enforcement agencies to use the information to assist them in the prevention or prosecution of criminal activities;
 - (iii) to conduct ongoing credit management of your account;

- (iv) any of our shareholders, related entities, suppliers, agents or professional advisers for reporting, accounting, product supply and service, marketing and audit purposes;
- (v) any upstream supplier to us to use the information for any purposes connected with the Service or your use of the Service; and
- (vi) any person who provides us with your Username(s) or password(s).

6.3 Updates, News, Promotions and Offers

- (a) From time to time we will update you on our Services, news, promotions and offers including those from related or affiliated organisations.
- (b) You consent to us contacting you at any time (including after you have terminated the Agreement), for this purpose through any available Contact Methods.
- (c) You can withdraw your consent at any time by contacting us.

7. Usage

7.1 Usage and Control

You acknowledge and agree:

- (a) that charges will be incurred when the Service is used;
- (b) to take steps to ensure that such usage does not occur without your authorisation;
- (c) to ensure that you are in control of devices that might make use of your Services, such as computers, handsets, mobile phones, and wireless devices connected to your Service and that third parties cannot access or use such Equipment without your authority;
- (d) that usage of some Services can occur because of an infection of your computer with a virus or due to other unauthorised third party intrusions;
- (e) to ensure that you have appropriate protection systems operating on your Equipment to restrict or limit the possibility of unauthorised usage;
- (f) that, we are not able to control access or usage of your handsets and other Equipment, and that you are responsible for all usage charges in respect of the use of the Service, whether or not such usage was authorised by you, unless the usage was caused by a mistake by us;
- (g) that you are not permitted to authorise a third party to use your Service without direct supervision and/or written authorisation by us; and
- (h) that we cannot be held responsible for any loss incurred by you because of faults and/or failures within a third party Carrier's network infrastructure.

7.2 Risk and Liability

- (a) While we will use our best endeavours in providing the Service, you use it at your own risk.
- (b) Even if you lose some Equipment or permit another person to use your Service, you are solely responsible for its use including:
 - (i) the calls made and messages sent;
 - (ii) the sites and content accessed;
 - (iii) the content or software downloaded and the effect it may have on your Equipment or Service;
 - (iv) the products and Services purchased;
 - (v) the information provided to others;
 - (vi) the installation or use of any Equipment or software whether provided by us or not;
 - (vii) the modification of any settings or data on your Service or related services or Equipment whether instructed by us or not;
 - (viii) the personal supervision of any Users under the age of 18 who use the Service; and
 - (ix) the lawfulness of your activities when using the Service and accessing any sites and Third Party Content.

7.3 Fair Use Policy

The Service is provided to you on the basis that it is used only for approved purposes. In particular you must:

- (a) not use the Service in any manner involving illegal, malicious, deceptive or misleading activity;
- (b) not breach any standards, content requirements or codes set out by any relevant authority or industry body;
- (c) not use the Service in any way which interferes with the operations of the Service Network, anyone else's enjoyment of their Service or which upsets or offends any person;
- (d) not use the Service for commercial purposes or in any way distribute or resell the Service without our written permission;
- (e) obey all laws, regulations, guidelines and our reasonable instructions concerning your use of the Service;
- (f) give us all information and cooperation that we may need in relation to the Service;

- (g) advise us of changes in your Personal Information such as account details, debit or credit card details and expiry dates and billing and service addresses;
- (h) not use the Service in a way which contravenes any fair use policy, acceptable use policy or fair go policy that applies to the Service;
- (i) not use the Service in a way or post to or transmit to or via the Service any material which interferes with other Users or defames, harasses, threatens, menaces, offends or restricts any person or which inhibits any other customer from using or enjoying the Service;
- (j) not use the Service to send unsolicited electronic mail messages to anyone; and
- (k) not attempt any of these acts or permit another person to do any of these acts.

7.4 Grounds for Suspension or Termination of the Service

- (a) We may immediately suspend or terminate, with or without notice, your Service if:
 - (i) in Mango Mobile's reasonable opinion, the Service has been directly or indirectly involved in activities that are detrimental to our Internet Service or jeopardise the use of our Service or its performance for other customers or how the wider community will perceive Mango Mobile;
 - (ii) the Service has been used in offensive and/or illegal activities under State and/or Commonwealth laws, including but not limited to the dissemination of banned pornographic material and other illegal content. In such cases, the relevant law enforcement agency(ies) will be notified, and offending material(s) may be passed on to them.
- (b) Such activities referred to in clause 7.4(a)(i) include, but are not limited to:
 - (i) 'Spamming' e-mail or forwarding spammed e-mail to other Internet user's e-mail addresses'
 - (ii) being listed or causing the listing of us or our other customers on any real-time blacklist;
 - (iii) e-mail bombing and the use of bulk e-mail programs to unsolicited recipients making commercial advertising, informational announcements, charity requests, petitions for signatures, chain letters and political or religious messages;
 - (iv) attempting to obtain unauthorised access to other Internet servers and systems; and / or
 - (v) making misrepresentations or abusive or offensive behaviour in newsgroups and other online facilities.

7.5 Suspension or Termination under Clause 7.4(a)(i)

- (a) If we elect to proceed without giving notice in accordance with clause 7.4(a)(i), we will initially only suspend the Service and will provide you notice of the suspension having occurred and the grounds on which the suspension was made.

- (b) We will reasonably consider any evidence or submissions that you may provide to us to demonstrate that the Service was not used for the activity referred to in clause 7.4(a)(i), and if:
 - (i) we are satisfied that the Service was not used for the activity, we will reinstate the Service as soon as practicable; but
 - (ii) we are not so satisfied that the Service was not used for the activity, we will terminate the Service by giving notice.

7.6 Content Warnings Requirements

- (a) If you use a website or web hosting Service provided by us for the public dissemination of violent or pornographic material, you must issue appropriate content warnings and provide viewing guidelines on your website, as per the Classification Act, especially with respect to content which is likely to be considered unsuitable for children according to the Classification Guidelines.
- (b) If it is brought to our attention that these appropriate content warnings and/or viewing guidelines have not been provided, then we reserve the right to suspend or terminate your account and pass this information on to the relevant authorities.
- (c) What constitutes inappropriate use will be determined by us, at our sole discretion provided that we act reasonably.

7.7 Monitoring Your Use

- (a) We may monitor the use of your Service, however we do not promise to do so.
- (b) If we identify excessive use or unusual activity we may temporarily restrict or suspend your Service. If we do so we will endeavour to contact you via your nominated Primary Contact details.
- (c) We may require an advance payment before your Service is restored. You should not rely on us to contact you or to suspend your Service in the event of excessive or unusual activity.

7.8 Investigating Misuse

- (a) We may investigate any misuse of the Service by you, in conjunction with relevant law enforcement agencies.
- (b) If your use of the Service results in loss to other Users or us, you may be liable to pay compensation.

8. Phone Numbers

This section applies if you acquire a telephone or other Service number.

8.1 Issue of Phone Numbers

- (a) If you do not already have a phone number for your phone for use with the Service, we will issue you a phone number.

- (b) All phone numbers are selected, issued and used by us in accordance with ACMA's Numbering Plan and Telecommunications Numbering Plan Number Declarations (**Numbering Regulations**).
- (c) We may be required to recover or recover and replace a phone number we have issued to you in order for us to comply with the Numbering Regulations and will give you as much notice as is reasonably practicable if we have to do this.

8.2 Requesting a New Number

- (a) You may request a new phone number. If we agree to issue you a new phone number, you may have to pay a charge.
- (b) If you need a new phone number because you have received calls of a harassing nature and you reported the matter to the relevant law enforcement agency, we will supply you with a new phone number free of charge on the first two occasions. You will have to pay a charge for any further phone number changes.

8.3 Your Right to Use

- (a) You do not own the phone number but your right to use the phone number starts when we issue the phone number to you.
- (b) Your right to use the phone number ends if you no longer obtain the Service unless you port the phone number.

8.4 Your Right to Transfer

- (a) You may Transfer your Service number to another Carrier or service provider. If you do so you acknowledge and understand that:
 - (i) charges may apply as a consequence of a Transfer from us to another Carrier or service provider;
 - (ii) any outstanding Fees and Charges which remain are your responsibility;
 - (iii) the Transfer may result in disconnection of any related services such as voicemail, paging and data services, silent numbers, Priority Assistance or other Enhanced Services;
 - (iv) it is your responsibility to ensure that any Equipment or software used by you in connection with your service works with your new Carrier or service provider; and
 - (v) if after the Transfer of your Service from us, you continue to use our Service (for example through the use of an override code), you agree to pay us for any Fees and Charges incurred for those Services.
- (b) In the event that you Transfer from us prior to the expiration of the Minimum Contract Period of your Plan you will be liable for any outstanding Fees and Charges including plan payout and plan cancellation fees.
- (c) Where you Transfer to us:

- (i) you authorise us to sign on your behalf and in your name forms of authority to your Current Supplier to Transfer your service number(s) to us and you authorise your Current Supplier to Transfer to us all Services relating to the service numbers Transferred to us;
- (ii) if your Current Supplier charges or credits us with any amount concerning services provided before the date of Transfer, we will credit or charge that amount to your account accordingly and as soon as practicable; and
- (iii) you indemnify us against any claims made by your Current Supplier to us in relation to any amounts owing by you to them.

8.5 Non-Use and Re-issue

- (a) If you stop obtaining the Service and do not port the phone number, we may issue the phone number to another customer in accordance with the Numbering Regulations.
- (b) We are not liable to you for any expense or loss incurred by you due to:
 - (i) any recovery or recovery and replacement of the phone number under clause 8.1(c) above, or
 - (ii) you ceasing to have the right to use the phone number under clause 8.5(a) above.

8.6 Effect of Disconnection or Transfer

- (a) If your Service is disconnected or Transferred from us you must pay us all outstanding amounts under the Agreement.
- (b) Once we have received payment, we will refund to you any amount(s), which we may still hold.
- (c) If we are unable to refund monies owed within twelve (12) months of your disconnection we will retain the funds, which you agree to forfeit to us.

9. IP Addresses

- (a) You agree that the IP Address(es) issued to you for use in connection with a Service are only issued to you for use during the term of your acquisition of the Service.
- (b) On termination of the Service, your right to use the IP Address(es) ceases.
- (c) We are responsible for all DNS delegation and routing in connection with the Service.

10. Billing and account payment

10.1 Issue of Bills and Incursion of Charges

- (a) The Plan Brochure or service description may provide that bills will not be issued. If that is so, charges will be incurred notwithstanding that no bill has been issued.

- (b) Where we have agreed to issue bills, we will send to you by mail or email notification a tax invoice at the end of Billing Periods unless the Plan Brochure stipulates otherwise. You must pay all outstanding amounts by the Due Date as shown on your tax invoice.

10.2 Usage Records

Usage Records and download times can vary from time to time. Whilst we aim to do so, we are unable to guarantee that all Usage Records during a Billing Period will appear on the corresponding bill. This is particularly so for charges incurred whilst using international roaming but also applies for other types of usage.

10.3 Payment and Service Fees

You acknowledge and agree that:

- (a) Payments may only be made to us through our available payment methods;
- (b) Service Fees and Charges may apply for some available payment methods;
- (c) We will apply payments made by you against outstanding tax invoices at our discretion; and
- (d) If you require us to send to you a printed copy of an invoice, this may be subject to an administration fee that will be determined depending on your request.

10.4 Payment Methods

- (a) Subject to the terms below, we accept payment from the following credit cards: Visa, Mastercard, American Express, Diners Club.
- (b) Accounts paid with an American Express or Diners Club card will incur a surcharge of 3.02% and 2.75% (including GST) of the debited amount respectively when we debit the card.
- (c) Mango Mobile will not accept Prepaid Visa/Master credit cards or gift cards.

10.5 Direct Debit

- (a) When using our direct debit facilities, if we have not received your payment by the Due Date, unless we agree with you otherwise, we will debit your nominated account on or after the Due Date.
- (b) We may continue to do so at any time until all amounts due are paid.
- (c) We will provide SMS or email notification when debits are made.
- (d) You acknowledge and agree that, in addition to any other fees and charges under this Agreement, all payments made by direct debit will incur a surcharge of 2% (including GST) of the payment amount.

10.6 Dishonour Fees

- (a) You must:

- (i) ensure that there is sufficient funds/credit available in your nominated credit card or direct debit account at any time we debit the account;
 - (ii) pay any dishonour fees and other charges, expenses or losses resulting from our attempting unsuccessfully to debit the credit card or direct debit account unless the failure was due to a clear error on our part.
- (b) Direct Debit rejections incur a \$10.00 (including GST) charge.

10.7 Card Expiry or Account Closure

You must inform us if your:

- (a) credit card is due to expire at least two weeks prior to the expiry date and are required to provide us with details of a current credit card; and
- (b) nominated direct debit account is transferred or closed, or the account details have changed.

10.8 Confirmation Debits

- (a) Where a customer provides a new credit card number or re-advises a credit card number, Mango Mobile will immediately debit the credit card for any outstanding amount owing or an amount of \$1.00 if there is no current amount owing.
- (b) This debit is to confirm with the Customer's financial institution that the card number and CVC are correct. The CVC is not retained by Mango Mobile. The amount received is credited to the customer's account.

10.9 Failure to Pay

- (a) If you have failed to pay to Mango Mobile an amount which is due, we may following appropriate notice to you, refer the debt to a third party collections agent for the purpose of collection activity.
- (b) You must pay all costs, charges and expenses that we may incur in relation to our attempts to recover all debts due by you to us, including accounting, mercantile agents costs and interest.

10.10 Disputing an Invoice

- (a) Where in our opinion you have a reasonable claim or dispute with an invoice or a debit, we will suspend our collection or recovery processes until a determination on your claim or dispute has been made.
- (b) We will reimburse any incorrectly debited amount as soon as reasonably practicable.

10.11 Refund Policy

- (a) All administration, registration and set-up fees are non-refundable.
- (b) You may exchange or receive a refund for Equipment provided by us which has not been opened or used and has been returned to us within thirty (30) days of purchase.

11. Bank account direct debit terms

11.1 General

- (a) If you have arranged to pay us by providing a direct debit request (**Your Direct Debt Request**), this clause sets out the terms on which we accept and act to debit amounts from your account under the direct debit system (**Direct Debit System**).
- (b) We agree to be bound by this clause when we receive your Direct Debit Request complete with the particulars we need to draw an amount under it.
- (c) We may have requested from you an online or verbal declaration giving us authority to deduct monies from your bank account.
- (d) By agreeing to this declaration you will be regarded as having 'signed' a Direct Debit Request (**DDR**) Form. You also agree that we may reproduce this document from our electronic records and that the reproduced document shall, in the absence of error, be an accurate copy of this document signed by you.
- (e) If you are not authorised to operate this bank account by yourself then those person(s) whose authority is required must complete and sign a DDR and return it to us.

11.2 Direct Debit Facility

- (a) As recipient of a Direct Debit Facility (**DDF**) from you, we will:
 - (i) provide you with a statement of the amounts we draw under your Direct Debit Request every month;
 - (ii) provide you at least twenty-one (21) days' notice in writing, if we propose to:
 - (A) change our procedures in this Agreement;
 - (B) change the terms of your Direct Debit Request; or
 - (C) cancel your Direct Debit Request; and
 - (iii) agree to deal with any dispute raised under your Direct Debit Request as follows:
 - (A) we will investigate the dispute and if it is found that the amount has been debited in error we will refund the disputed amount within five (5) business days; or
 - (B) where it is found that the disputed amount has been debited correctly and in accordance with the terms of the Direct Debit Agreement which you have entered into, we will notify you of that outcome in writing within five (5) business days; and
 - (iv) not disclose any Personal Information provided to us under the Direct Debit Request, which is not generally available, unless:
 - (A) you dispute any amount we draw under your Direct Debit Request and we need to disclose any information relating to your Direct Debit Request, or any amount we draw under it, to the financial institution at

which your account is held or the financial institution which sponsors our use of the Direct Debit System or both of them;

- (B) you consent to the disclosure; or
- (C) we are required to disclose that information by law.

(b) As the provider of DDF you:

- (i) authorise us to draw money from your account in accordance with the terms of your Direct Debit Request and the Agreement;
- (ii) acknowledge that if the day on which you are due to make payment to us is not a business day we draw under your Direct Debit Request on the next business day following the normal payment date. You will need to enquire directly with your financial institution if you are uncertain when they will process an amount we draw under your Direct Debit Request on a day that is not a business day;
- (iii) may ask us to:
 - (A) alter the terms of your Direct Debit Request;
 - (B) defer a payment to be made under your Direct Debit Request;
 - (C) stop a drawing under your Direct Debit Request. In such instances an alternative method of payment must be arranged three (3) days prior to the Due Date and payment received by the Due Date; or
 - (D) cancel all your Services including your Direct Debit Request by sending a written request including your customer number and telephone number to us;
- (iv) will advise us of any disputed amount drawn under your Direct Debit Request as soon as practically possible by notifying us of your dispute by letter or fax, (include your customer number and telephone number to us) and provide us with details of the payments in dispute and reasons for the dispute. We will endeavour to resolve any dispute within twenty-one (21) days. Disputes may also be directed to your own financial institution;
- (v) acknowledge it is your responsibility to ensure there are sufficient clear funds available in your account by the Due Date, on which we will draw any amount under your Direct Debit Request, to enable us to obtain payment in accordance with your Direct Debit Request;
- (vi) acknowledge that if your financial institution rejects any of our attempts to draw an amount in accordance with your Direct Debit Request, we will recharge any dishonour fees charged to us by the financial institution, to your account. We will make two attempts to draw outstanding amounts in accordance with your Direct Debit Request. If these fail, we will contact you by telephone or in writing to seek alternative methods of payment for the outstanding balance of your account, and to agree a suitable payment method for future account payments; and
- (vii) acknowledge not all accounts held with a Financial Institute are available to be drawn under the Direct Debit System and that prior to providing your account details to us under the Direct Debit Request, have verified those details against

a recent statement from your financial institution to ensure those details are correct.

12. Suspension/Disconnection of the Service

12.1 Termination for Convenience

Unless otherwise provided for in this Agreement, you or we may disconnect the Service and cancel the Agreement at any time by giving thirty (30) days' notice if:

- (a) if your Fixed Period Contract has expired; or
- (b) you are on a month-to-month contract.

12.2 Termination for Breach

- (a) If you fail to comply with what we consider to be an important term or condition of this Agreement or should you fail to comply with a number of less important terms and conditions then we can suspend or disconnect your Service or reroute calls from your Service. We will generally provide you with notice of your failure and allow you a reasonable time to remedy it.
- (b) We may suspend or disconnect your Service immediately without notice to you where:
 - (i) there has been, in our opinion, unusual activity on your Service such as:
 - (A) activity that is consistent with your Service or Equipment connected to your Service having been infected with a virus or other malicious software; or
 - (B) other activity that Mango Mobile reasonably believes is evident that the Service is being used for fraudulent or other illegal purposes;
 - (ii) you have not paid charges when due and have not remedied that failure within what we consider to be a reasonable time;
 - (iii) you do something which we believe may damage the Service Network;
 - (iv) you are no longer approved by us under our assessment policies or otherwise to receive the Service;
 - (v) an authority, such as the ACMA, or enforcement agency instructs us to do so;
 - (vi) we believe that you have used your Service to commit unauthorised, criminal or unlawful activity;
 - (vii) you vacate the premises in which you are provided the Service without notifying us beforehand;
 - (viii) there are technical problems with the Service Network or the Service Network requires repairs or maintenance;
 - (ix) we believe it is necessary to comply with our legal obligations;

- (x) we are entitled to do so under the specific terms and conditions of your Plan or Package;
 - (xi) you verbally abuse, attempt, threaten or cause harm to any staff, Equipment or network infrastructure of ours or any of the Service Networks.
- (c) We may suspend or disconnect your Service(s) or reroute calls from your Service(s) but we will provide you with reasonable notice prior to doing so:
- (i) you have a Mobile Service and you inform us that you have lost your SIM Card;
 - (ii) you have a Mobile Service which does not Toll in any three-month period;
 - (iii) you do anything which we believe may damage the Service Network;
 - (iv) you have used the Service, in our opinion, other than in accordance with the Agreement;
 - (v) you do not comply with the terms set out in a Plan Brochure or a Service Description.

12.3 Effect of Termination

- (a) Where one or more Services included in a bundled offer(s) are disconnected, entitlement to any discounts under such offers may be forfeited.
- (b) While your Service is suspended or disconnected, we will continue to charge you any applicable fees and charges. We will only do so where the suspension or disconnection is due to your failure to comply with your obligations under this Agreement or is performed at your request.
- (c) Where we disconnect your Service prior to the expiration of the Minimum Contract Period of your Plan you will be liable for any outstanding fees and charges, including the remaining access fees on your Plan plus a plan cancellation fee (if applicable). We will only charge a plan cancellation fee in circumstances where you have failed to comply with an important term or condition of this Agreement.
- (d) We are not liable to you or any person(s) claiming through you for any loss or damage arising from suspension or disconnection of your Service in accordance with this clause.

13. Liability

13.1 Rights at Law

- (a) You may have certain rights and remedies under:
 - (i) the Competition and Consumer Act 2010 (Cth) (**CCA**) and other laws, which may imply certain conditions and warranties into this Agreement; and
 - (ii) the Customer Service Guarantee issued by the ACMA, which established minimum connection and fault repair times, breach of which entitles you to certain specified amounts of damage.

- (b) We do not exclude or restrict or modify those rights, remedies or implied conditions and warranties.

13.2 Limitation of Liability

- (a) Where we are liable for any loss or damage in connection with or arising from the breach of any term, condition, warranty or remedy implied by the CCA our liability is limited to resupplying, repairing or replacing the relevant Service or Equipment where the Service or Equipment is not of a kind ordinarily required for personal, domestic or household use or consumption and where it is fair and reasonable to do so.
- (b) We are not liable for any defamatory, offensive or illegal conduct or material found in connection with our Services, including such conduct or material transmitted by any means by any other person

13.3 Indemnity

- (a) You indemnify us from and against all actions, claims, suits, demands, liabilities, losses, costs and expenses arising out of or in any way connected with your use of the Service or the Equipment in a manner contrary to the terms of this Agreement.
- (b) Where you are two or more persons your liability will be joint and several.

13.4 Notice of Claim

You must let us know as soon as you become aware or believe that you have a claim against us.

14. General

14.1 Assignment

- (a) You may transfer your rights and obligations under this Agreement to other person(s) approved by us under our assessment policies.
- (b) Where we reasonably consider there will be no detriment to you, we can without your permission and without notice:
 - (i) transfer our rights and obligations under this Agreement to our nominee;
 - (ii) temporarily or permanently delegate our obligations under this Agreement to our nominee; or
 - (iii) novate this Agreement to our nominee by ending this Agreement and entering into a new Agreement between you and our nominee, on terms similar to this Agreement.
- (c) If we do any of the above the transfer or delegation or novation will take effect when the relevant document is signed. You irrevocably appoint us as your attorney to sign any necessary documents to enable the transfer, delegation or novation to take effect.

14.2 Governing law

This Agreement is governed by the laws of the state or territory of Australia in which you are normally resident. You and we agree to submit to the jurisdiction of the courts of such state or territory.

14.3 Consents

Unless this Agreement expressly states otherwise, a party may in its absolute discretion, give conditionally or unconditionally or withhold, any consent under this Agreement. To be effective, any consent under this agreement is to be in writing.

14.4 Counterparts

- (a) This Agreement may be executed in any number of counterparts (including counterparts exchanged by email or facsimile) and or by digital or electronic signature.
- (b) All counterparts taken together shall comprise this Agreement. Where the parties sign this Agreement by electronic means, the parties agree that they have each consented to the agreed method of execution and may not subsequently challenge the validity of this Agreement on the grounds of consent or effectiveness of the chosen method of execution.

14.5 Further assurances

Each party must promptly do or cause to be done all things necessary or reasonably desirable to give full effect to this agreement and the transactions contemplated by it (including, but not limited to, the execution of documents).

14.6 Severability

If any part or all of any provision of this Agreement that is illegal or unenforceable it will be severed from this Agreement and will not affect the continued operation of the continuing provisions of this Agreement.

14.7 Waiver

- (a) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (b) The exercise of a power or right does not preclude:
 - (i) its future exercise; or
 - (ii) the exercise of any other power or right.
- (c) The variation or waiver of a provision of this Agreement or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

14.8 Liability of the Parties

If any party to this Agreement consists of more than one person then the liability of those persons in all respects under this Agreement is a joint liability of all those persons and a separate liability of each of those persons.

14.9 Enforcement of indemnities

It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

14.10 Force Majeure

We will not be liable for:

- (a) any delay in installing any Service;
- (b) any delay in correcting any fault in any Service;
- (c) failure or incorrect operation of any Service, or
- (d) any other delay or default in performance under this Agreement,

if it is caused by any event or circumstance reasonably beyond our control, including but not limited to; war, accident, civil commotion, riot, military action, sabotage, act of terrorism, vandalism, embargo, judicial action, labour dispute, an act of a government or a government authority, acts of God, earthquake, fire, flood, plague or other natural calamity, computer viruses, hacker attacks or failure of the internet or delay, or failure or default by any other supplier.

15. Definitions and Interpretation

15.1 Definitions

Terms used within this agreement have the following meaning unless the context suggests otherwise:

- (a) **ACMA** means the Australian Communications and Media Authority.
- (b) **Agreement** and / or **Standard Terms and Conditions** means the agreement for the provision of the Services between Mango Mobile and you, comprising the items outlined in clause 1.2.
- (c) **Air Limit** means a usage threshold we may impose on use of your Mobile Service.
- (d) **Available Service Area** means locations in which the Service Network is capable of providing service. Information on coverage areas is available by contacting us or visiting our Website.
- (e) **Billing Period** means the period in which you are billed by us for Service. You will have 12 Billing Periods per year unless we agree otherwise.

- (f) **Billing Run** means the process of producing a bill for you. Each Billing Run corresponds to a Billing Period.
- (g) **Carrier** means a Telecommunications carrier licensed under the Telecommunications Act 1997.
- (h) **Classification Act** means the *Commonwealth Classification (Publications, Films and Computer Games) Act 1995* (Cth) and includes any associated codes, regulations, determinations, and legislative instruments, as amended from time to time.
- (i) **Classification Guidelines** means the classification guidelines instituted under the Classification Act and includes any amendments to same guidelines from time to time.
- (j) **Contact Method** means mail, SMS, MMS, email or telephone.
- (k) **Credit Assessment Policies** means those rules we use to determine whether we wish to accept or decline to provide or continue to provide you with the Service. These policies may change from time to time without notice to you. Under these policies you must: be at least 18 years of age; be capable of entering into a legal contract; be alive; not be insolvent or bankrupt or subject to any proceedings to make you insolvent or bankrupt; where you are in a partnership, the partnership must not have been dissolved; where you are a company neither you nor any of your assets may have been assumed under the terms of a debt security instrument or under court order or otherwise appointed.
- (l) **Credit Limit** means a limit we may place on your use of a Service or on amounts you owe us at a point in time.
- (m) **Current Supplier** means a Carrier or telecommunications service provider who supplied telecommunications to you at the time of signing the Agreement.
- (n) **Customer Care Policies** means the policies, procedures, terms and conditions under which we provide Services. Our Customer Care Policies are updated from time to time and are available on our Website or by contacting us.
- (o) **Customer Service Guarantee** means the current minimum performance standard set by the ACMA under sections 115, 117 and 120 of the *Telecommunications (Consumer Protection and Service Standards) Act 1999* (Cth).
- (p) **Direct Debit Agreement** means the direct debit service agreement which is available on our Website or by contacting us.
- (q) **Direct Debit Date** means the date, on or after the Due Date, on which we will automatically debit your Direct Debit Facility for amounts due.
- (r) **Direct Debit Facility** or **DDF** means the debit account or credit/charge account nominated by you for the debiting of your fees and charges.
- (s) **Due Date** means the date the amount shown on your tax invoice is due to be paid to us. The Due Date is not less than fourteen (14) days after the Tax Invoice Date.
- (t) **Enhanced Services** means the Services we provide that are designated by us as enhanced services. Our Website and Plan Brochures will detail which Services we have designated as Enhanced Services.

- (u) **Equipment** means the item(s) required or otherwise used in conjunction with your Service such as mobile phones, fixed lines phones, personal computers, software and modems purchased from us or otherwise.
- (v) **Factsheets** means detailed information made available on our Website or otherwise.
- (w) **Fees and Charges** means fees and charges payable by you under your Plan and under this Agreement including any amounts of applicable GST.
- (x) **Fixed Line Service** means the standard telephone Service comprising connection to the public switched telephone network plus any other service(s) offered by us including any Enhanced Services.
- (y) **Fixed Period Contracts** are entered into where you commit to a minimum period for which you will acquire the Service and may be set out in the Plan Brochure but do not include month to month contracts.
- (z) **GST** means the tax imposed by *A New Tax System (Goods and Services Tax Imposition General) Act 1999* (Cth) and any regulations thereto or such other Act and regulations of equivalent effect.
- (aa) **GST Act** means *A New Tax System (Goods and Service Tax) Act 1999* (Cth).
- (bb) **GST Supply** means a supply as defined in and which is subject to liability for GST under the GST Act.
- (cc) **Hardware** means any Equipment that we may provide from time to time.
- (dd) **Internet Service** means connection to the global network of computers known as the internet using software protocols supported by us, plus any other services offered by us including Enhanced Services.
- (ee) **Mobile Network** means the mobile network over which we supply the Service.
- (ff) **Mobile Service** means the connection to the Mobile Network plus any other services offered by us including Enhanced Services.
- (gg) **Package** means a grouping of Services and Plans, which are sold together under specific terms and conditions.
- (hh) **Passwords** means the Personal Information or security codes such as your customer service account passcode or website password used by us to confirm that an individual has authority to enquire or transact on your account.
- (ii) **Personal Information** has the same meaning as defined within the Privacy Act.
- (jj) **Plan** means your plan for each of the Service(s), the terms and conditions of which may include a minimum term, monthly fees and call charges as amended from time to time.
- (kk) **Plan Brochure** is any brochure or other document (including a webpage) which sets out the terms and conditions of a Plan.
- (ll)

- (mm) **Primary Contact** means the mobile or Fixed Line Service number, email address or other specific contact designated by you and accepted by us to use as our primary means of contacting you in relation to your account.
- (nn) **Priority Assistance** means Services offered to persons who are diagnosed with a life threatening medical condition with a high risk of rapid deterioration to a life threatening situation and where access to a telephone would assist to remedy the life threatening situation.
- (oo) **Service** means any and all of the digital mobile phone services, Fixed Line Services and Internet Services that we provide to you including any Enhanced Services and also includes our customer support services. Information on our Services is available on our Website.
- (pp) **Service Network** means the Carrier of the telecommunications Services sold to you by us and includes the Mobile Network.
- (qq) **SIM Card** means the subscriber identity module card, which the network owns, but is provided to you to be placed into your mobile phone to enable you to access your Mobile Service.
- (rr) **Tax Invoice Date** means the date you are issued with a tax invoice containing a fee or charge.
- (ss) **Third Party Content** means products and information provided by third parties to you, which you can access through your Service.
- (tt) **Third Party Content Supplier** means a party that provides Third Party Content to you through your Service.
- (uu) **Toll** means making a voice call or SMS from your Mobile Service.
- (vv) **Transfer** means to port, move or swap your service number from one Carrier or service provider to another as defined by the Telecommunications Numbering Plan 1997.
- (ww) **Usage Record** means the record of a call or data transfer provided to us by the Service Network.
- (xx) **User** means someone who uses a Service, which may or may not be the account holder.
- (yy) **Username** means the username created by you when you registered for a particular Service.
- (zz) **We, our, us** means the member of the Mango Telecommunications (ABN 26 686 815 380) which enters into the Agreement with you.
- (aaa) **Website** means our website being, www.mangomobile.com.au.

15.2 Interpretations

In this Agreement, including the preamble, unless contrary to or inconsistent with the context:

- (a) words importing the singular include the plural and vice versa;

- (b) words importing a gender includes every other gender;
- (c) a reference to a party or person includes a reference to that party or person, its successors, substitutes (including, but not limited to, a party or person taking by novation), executors, administrators and assigns;
- (d) a reference to anything or matter is a reference to the whole and any part of it;
- (e) a reference to a group of persons or parties is a reference to any two or more of them jointly and to each of them individually;
- (f) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Agreement;
- (g) where any clause contains sub-clauses, paragraphs or sub-paragraphs, each sub-clause, paragraph and sub-paragraph however called will be read and construed separately and independently of each other;
- (h) where any word or phrase is given a definite meaning in this Agreement, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (i) a reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements thereof;
- (j) the word 'person' includes a corporation, trust, individual and or any other entity;
- (k) a reference to this Agreement or other document includes any variation, novation or replacement of or supplement to any of or supplemental to any of them from time to time;
- (l) a reference to a document includes any agreement in writing, certificate, notice or other instruction of any kind;
- (m) "**writing**" and related expressions includes all means of reproducing words in a tangible and permanently visible form;
- (n) headings are inserted for guidance only and do not affect the interpretation of this Agreement; and
- (o) no rule or construction applies to the disadvantage of a party because this Agreement was prepared by (or on behalf of) that party.

Signing Page

Customer Signature

Customer Name:

Contact Type:

Date:

I agree to these Standard Terms and Conditions and acknowledge and agree to the following:

- I am authorised to enter into this Agreement with Mango Mobile; and
- I have been advised of my rights and obligations under this Agreement.



A black rectangular button with the text "SIGN HERE" in white, followed by a white arrow pointing to the right.

Consultant Signature

Store Name:

Consultant:

Date:

I am satisfied that the details provided in this form apply to the customer and the customer has shown me appropriate identification (in original form) to meet Mango Mobile's identification requirements.



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