

VOCUS MOBILE SERVICE SCHEDULE - PART A

This Service Schedule applies between Vocus (**we, us, our**) and the Customer (**you, your**) for the supply of Mobile Services.

1. Definitions

Capitalised terms in this Service Schedule not otherwise defined here have the meaning given in the Standard Terms and Conditions.

Add-on means a fixed volume package of additional data, calls or other features outside your Plan inclusions that can be purchased on either a once-off or recurring basis for use in combination with your existing Plan.

Authorised Customer means the person who has contracted with us in respect of the Mobile Service to which the mobile phone number relates.

Base Plan has the meaning given to that term in Vocus Mobile Service Schedule - Part B.

Carrier means Optus Mobile Pty Limited (ACN 054 365 696) or its Related Bodies Corporate, as the context may require.

Charge means a Charge applicable under your Agreement.

CPI means Consumer Price Index, All Groups Index Number published by the Australian Bureau of Statistics.

Customer means an individual or organisation who purchase, have purchased, or may potentially purchase a product or service from us.

End User means anyone who makes use of the Mobile Service with your consent or from your Service Address or using your equipment or log-in credentials is counted as your End User.

Forecast means any forecast of connections of services specified in the Service Order or provided by you to us from time to time.

International Roaming means the ability to use the network of overseas mobile carriers when travelling overseas.

Interruption in the supply of goods or a service (including a Mobile Service) means a delay in supplying, a failure to supply or an error or defect in the supply of, those goods or that service. (**Interrupt(s)**) will be construed accordingly).

Minimum Commitment means either:

- the committed monthly spend for the Mobile Service; or
- the amount equal to the monthly Charges applying to the minimum number of Mobile Services,

as set out in your Sales Order.

Minimum Spend is the shortfall amount during the billing period between the Minimum Commitment and your actual spend and/or the total number of Mobile Services you have activated.

Mobile Coverage Area means the geographical areas within which the Carrier has mobile network coverage, as varied from time to time.

Mobile Network means the digital mobile network operated by the Carrier.

Mobile Service means the mobile service(s) provided to you in accordance with this Service Schedule.

Pay As You Go Charges means Charges for service usage not included in your Plan entitlements, or in an Add-on Plan you have purchased.

Plan means a particular set of features, entitlements, term of contract, Charges and special conditions in connection with a Mobile Service.

Regulator includes the Australian Communications and Media Authority, the Australian Competition and Consumer Commission, the Telecommunications Industry Ombudsman, Communications Alliance Limited and any other relevant government or statutory body or authority.

Review Date means 1 July of each year.

SIM means a card of the type provided by us (including eSIM) to you which contains End User and associated information and which when activated and used with a digital mobile handset enables access by the End User to the Mobile Network.

Standard Terms and Conditions means the standard terms and conditions between Vocus and the Customer governing the general terms and conditions of the Services provided under this Service Schedule and any applicable Service Order from time to time available at <http://www.vocus.com.au/legal-contracts>.

Telecommunications Numbering Plan means the Telecommunications Numbering Plan 1997.

Term means the term set out in **Item 2** of the service key details in the Service Order.

Transition Period is the length of time as set out in your Service Order during which we will not enforce the Minimum Spend.

Value Added Services means any Service (or part of a Service) that is designated by us from time to time and in our sole and absolute discretion, as being a 'Value Added Service' (whether designated by that title or any other similar title). The particulars of the Value Added Service, and the applicable terms and conditions, may be notified to you by us from time to time.

Vocus SLA means Vocus' service level agreement which can be found at <https://www.vocus.com.au/legal-contracts>, as amended from time to time.

2. Supply of Mobile Services

2.1 We will provide you the Mobile Service and you and your End Users must use the Mobile Service in accordance with:

- (a) the terms of the Standard Terms and Conditions or the latest agreed Master Services Agreement between the parties;
- (b) this Service Schedule and any applicable Vocus SLA;
- (c) any applicable Service Orders; and
- (d) our Acceptable Use Policy; and
- (e) all applicable laws.

2.2 If a provision of the Service Schedule gives us the right to suspend or cancel your service, that right is in addition to our rights to suspend or cancel your service under the Standard Terms and Conditions.

2.3 We may vary the Mobile Service if reasonably required to comply with all applicable laws or for technical, operational and commercial reasons:

- (a) without notice, if such variation does not have a material adverse effect on you.
- (b) with 30 days' prior notice if such variation has a material adverse effect on you.

2.4 By continuing to use the Mobile Service after the notice period, you agree to any changes notified by us pursuant to clause 2.3.

3. Description of Mobile Service

3.1 The Mobile Service provides:

- a) access to the Mobile Network;
- b) the ability to make and receive mobile phone calls;
- c) the ability to access SMS;
- d) a mobile phone number (if you don't transfer one to us when you activate your Mobile Service); and
- e) where available, a range of Value Added Services.

3.2 The Mobile Service may have various Add-on features added at any time. The Mobile Service may also incur various Pay as You Go Charges applied for non-included usage types such as International Roaming Charges or non-included call types.

3.3 We act as a reseller and use parts of Optus' 5G, 4G and 3G mobile network to provide the Mobile Service.

3.4 The Mobile Service can only be used within the Mobile Coverage Areas. The coverage maps are accessible on Optus' website and are subject to change from time to time.

3.5 The Mobile Service is provided on a SIM only basis and must be used in connection with a compatible mobile phone.

3.6 The Term will commence once the Transition Period has ended.

Service Limitations

3.7 The Mobile Service:

- a) is not suitable for mission critical purposes;
- b) is only able to be used within the Mobile Coverage Areas, which may vary between Mobile Services (4G and 5G Mobile Services may have different Mobile Coverage Areas); and
- c) may not support any other service that we have not expressly notified you that the Mobile Service supports and may not be able to be used to an acceptable standard or at all outside of the relevant Mobile Coverage Areas.

3.8 You acknowledge and agree that:

- a) while we will use reasonable care and skill to provide the Mobile Service, given the nature of telecommunications systems, including our reliance on systems, equipment and services that we do not own or control, we cannot promise that the Mobile Service will be continuous and fault free;
- b) you have made your own independent assessment (and to the maximum extent permitted by law, solely rely on that assessment) of whether the Mobile Service is suitable for you or any End User having regards to the Mobile Coverage Areas; and
- c) delays, network congestions, drop-outs, poor or no mobile coverage, reduced data speeds and the like may be experienced from time to time.

4. SIMs

Delivery of SIMs

4.1 To enable a Mobile Service you need a SIM.

- 4.2 If you do not already have a SIM provided by us, we will provide you with an initial SIM at your request.
- 4.3 You acknowledge that we will provide you with an ability to 'swap out' a faulty SIM. To the maximum extent permitted by law, we will not reimburse you the cost of a faulty SIM.
- 4.4 If you request a replacement SIM, you:
- a) must complete such forms and comply with such procedure as we may require from time to time; and
 - b) may be liable to the Charge set out in Vocus Mobile Service Schedule - Part B.

Activation of SIMs

- 4.5 Charges for your Mobile Service will commence on the date the activation process is completed.

Ownership of SIMs

- 4.6 You acknowledge and agree that neither you nor any End User owns any SIM that is provided by us or the Carrier in connection with the Mobile Service. Ownership of the SIMs remain the property of us or the Carrier at all times.
- 4.7 We may request that you return SIM Cards at your cost or delete the eSIM profile from your device if we:
- a) have issued replacement SIM Cards or eSIM profile to you; or
 - b) cease providing the Mobile Service to you.

Equipment

- 4.8 You acknowledge and agree that:
- a) we will not be liable to supply or pay the cost of any equipment or additional infrastructure or services that are required in connection with the use of the Mobile Service (such as compatible handsets/devices).
 - b) the operation of your equipment used in connection with the Mobile Service and any repairs will be your responsibility.
 - c) you will ensure that the End User has all necessary equipment, infrastructure and services to access and use the Mobile Service to an acceptable standard and that equipment, infrastructure and services are compatible with the Mobile Service.

Lost or stolen mobile phone or SIM

- 4.9 You must notify us immediately in writing if any SIM Cards or eSIM profiles are stolen, lost or damaged. We will promptly suspend or de-activate the Mobile Service, but you will be responsible for all applicable usage Charges incurred up to the time you notify us.

Mobile phone blocking

- 4.10 We are able to block your handset's IMEI number on the network or other networks if you lose your handset.
- 4.11 We are also able to disable your SIM card if you lose your handset, reducing your exposure to calls being made on your account.

- 4.12 If your mobile is blocked, it will not work. This means that you will not be able to use the mobile phone on the Carrier's Network except for making calls to emergency services and certain customer service numbers.
- 4.13 We or the Carrier can block the use of a mobile phone or suspend your Mobile Service without your consent if we or the Carrier:
- a) reasonably believe that a mobile phone has been lost or stolen;
 - b) have received a list of blocked IMEI numbers from another mobile service provider, in accordance with the intercarrier IMEI blocking initiative introduced by the Australian Mobile Telecommunications Association; or
 - c) reasonably consider that a mobile phone provides a threat to the integrity of the Network or the ability for others to use it.
- 4.14 You can ask us to unblock your mobile phone:
- a) if you believe that we or the Carrier may have blocked it by mistake; or
 - b) where you recover a lost or stolen mobile phone.
- 4.15 If your mobile phone is blocked or unblocked by the Carrier for any reason, the Carrier will inform other national carriers to also put this block or unblock into effect on their own networks.
- 4.16 Any Minimum Commitment will continue to apply while IMEI blocking is activated on your mobile phone for any reason.

5. Activations, Deactivations, Suspension and Refusal

Procedure for Activation and Deactivation

- 5.1 You and your Personnel must:
- a) only request an activation, deactivation and reactivation in accordance with the instructions and any reasonable direction provided by us; and
 - b) ensure that all information provided to us in connection with a request for an activation, deactivation or reactivation (including, without limitation the information included on such application form as we may require from time to time in connection with the request) is true, correct and complete.

Deactivation, Suspension and Refusal

- 5.2 You acknowledge and agree that we, or where applicable, the Carrier may:
- a) refuse any request by you for an activation, deactivation, suspension, or reactivation of a SIM for any reason in our sole and absolute discretion;
 - b) deactivate or suspend the Mobile Service:
 - (i) to perform system and network management and maintenance determined to be necessary from time to time;
 - (ii) for reasons related to credit and debt management (including for historical reasons) from time to time;
 - (iii) if you are given notice to the extent necessary for the Carrier to comply with an order, instruction or request of a Regulator, an emergency services organisation or any other competent authority;
 - (iv) immediately to the extent the Mobile Service is affected by an emergency; or
 - (v) if we reasonably suspect that the Mobile Service has been used:

1. in breach of the Standard Terms and Conditions;
 2. in breach of any Applicable Laws;
 3. unreasonably or in breach of our 'Acceptable Use Policy';
 4. if you or any other person is reasonably suspected of fraud; or
 5. if there has been an unusually high use of the Mobile Service; or you significantly change any traffic profile or Forecast given to us; and
- c) terminate your Mobile Service if that Mobile Service is suspended under clause 5.2(b) for more than 10 business days.
- 5.3 If your Mobile Service is suspended because of your fault or breach of the Agreement, you must pay us for reasonable costs we incur in suspending and resuming the Mobile Service, as well as for any Charges that would normally be billed to you for the Mobile Service.

Lead Times

- 5.4 We aim to action any activation, deactivation or reactivation (as the case may be) within two (2) business days from the date of us receiving and accepting the application for the Mobile Service.

6. Conditions of Supply

Use of Mobile Service

- 6.1 You acknowledge and agree that you have an ABN, ACN or ARBN and that you are using the Mobile Service predominantly for business purposes.
- 6.2 Unless otherwise agreed in writing by us, you must not wholesale, resell or resupply all or any part of the Mobile Service.
- 6.3 You must use the Mobile Service solely for the intended purpose.
- 6.4 You agree to notify us immediately of any security breach (suspected or otherwise) regarding the Mobile Service or your confidential password or customer login.
- 6.5 You acknowledge that the Carrier may be required to intercept communications over the Service and may also monitor your usage of the Service and communications sent over it.
- 6.6 You acknowledge that the Carrier may cancel your Mobile Service, if they reasonably determine that it is not technically or operationally feasible or commercially viable to supply the Mobile Service to you.

No illegal use

- 6.7 When using a Service, you must not use, or attempt to use, the Mobile Service to transmit, publish or communicate material that is:
- a) defamatory, offensive, abusive, indecent, menacing or unwanted;
 - b) in breach of copyright or other intellectual property rights;
 - c) in breach of any obligations of confidentiality; and
 - d) otherwise in breach of any law.
- 6.8 If you breach clause 6.7, then:
- a) we, or the Carrier, may restrict, suspend, or cancel the Mobile Service; and
 - b) you will indemnify us against any costs we incur as a result of your, or the End User's use of the Mobile Service to commit an offence or otherwise breach this clause.

No unusual use

6.9 Whilst we may contact you if we notice unusual use on your Mobile Service, we are not obliged to monitor your use of a Mobile Service, or to restrict, suspend, or cancel a Mobile Service if there is unusual usage. You are responsible for all use of the Mobile Service, by you or others.

Vocus Acceptable Use Policy

6.10 Our Acceptable Use Policy applies to your use of the Mobile Service. You must also ensure that any End User accessing or using the Mobile Service complies with our Acceptable Use Policy.

6.11 If we reasonably determine that your or any End User's use of the Mobile Service are in breach of our Acceptable Use Policy, we will notify you in writing and may take any of the actions outlined in that Policy.

7. Value Added Services

7.1 Where available in connection with the Mobile Service and agreed to by the parties (on such terms and conditions that are acceptable to the parties), the Mobile Service may include access to Value Added Services.

7.2 You acknowledge and agree that:

- a) the Value Added Services that are available to you may vary from time to time and we may add, remove or vary Value Added Services;
- b) whether you are entitled to, or are able to use, a given Value Added Service (and the extent of that use) depends on a variety of factors, such as the terms and conditions of your Mobile Service, details and specifications of the Mobile Service and any equipment that is used in connection with the Mobile Service (such as handsets);
- c) we may impose Charges in connection with the supply of a given Value Added Service. We will notify you of those Charges from time to time and you will be liable to pay those Charges if you or an End User requests the supply of that Value Added Service;
- d) you must make your own assessment (and to the maximum extent permitted by law, you solely rely on that assessment) of:
 - (i) the fitness of a given Value Added Service for the purpose that the Customer or an End User requires; and
 - (ii) any minimum requirements for a given Value Added Service to be supplied to you or for a given Value Added Service to operate at all or as required,
- e) unless we have expressly provided written confirmation that a Value Added Service will be available to you in connection with the Mobile Service, you must not assume that such a feature will be available to you or an End User;
- f) you must ensure that any Value Added Services are only used in accordance with our or the Carriers' directions in respect of that Value Added Service, as notified to you from time to time; and
- g) certain content that you may subscribe to or access originates from third parties and we do not warrant the performance, currency, accuracy, security, reliability, availability or continued availability of any such service. You subscribe to, access, use or continue to access or use, that content at your own risk and sole cost and expense.

8. Mobile Phone Numbers and Portability

Mobile Phone Number

8.1 If you require a new mobile phone number to be allocated to you in respect of your Mobile Service, we may allocate a new mobile phone number to you in accordance with the Telecommunications Numbering Plan.

8.2 You expressly acknowledge and agree that:

- a) Charges may apply in connection with allocating a mobile phone number to you; and
- b) you do not own or receive any legal interest or goodwill in any mobile phone number that is allocated to you. You agree that you will not make any request, claim or demand in that regard and you will not attempt to transfer, sell, assign or otherwise dispose of a mobile phone number that has been allocated to you without our prior written consent (which consent will not be unreasonably withheld and will be provided if required by an applicable law).

8.3 As part of the activation process, you can choose a mobile phone number from a select list of randomly drawn numbers that are available for use with the Mobile Service.

8.4 If you would like to change your mobile phone number you may have to pay the applicable Charge set out in Vocus Mobile Service Schedule – Part B each time you request a new mobile phone number.

8.5 You agree that by default your phone number will be sent to the recipient each time you make a telephone call or send an SMS. It is possible to bar sending of the number for some telephone calls (but not SMS). It is your responsibility to manage the default phone number display settings

Portability

8.6 We provide Mobile Number Portability (MNP) as an option to enable you to change your mobile service provider.

8.7 MNP lets you keep your existing mobile phone number when you stop using the mobile service linked to that number and take up a new mobile service with another mobile service provider. This process is known as porting. You can only port active mobile phone numbers.

8.8 You expressly acknowledge and agree that you must:

- a) provide to us all information that we reasonably require in connection with a MNP request and that information must be accurate and complete (which information includes, but is not limited to, a properly completed and duly signed request by the End User in such form as we may require, for the MNP to occur); and
- b) comply with any reasonable direction that we may give you, and any reasonable request that we may make, from time to time in connection with the transfer of your service.

8.9 MNP is only available during normal business hours, excluding weekends and public holidays.

Mobile Phone Number: Port In

8.10 If you wish to port an existing mobile phone number away from another mobile service provider to us:

- a) we will only activate you a new Mobile Service when we accept your application and successfully complete the port;
- b) you must not cancel the service you have with the other mobile service provider before you port the phone number. We will inform the other mobile service provider once your mobile number has been successfully ported and they will then cancel the service;
- c) we will notify you if your port request has not been successfully confirmed;
- d) you acknowledge and agree that, you:
 - (i) authorise us to sign and execute on your behalf, and in your name, any form, consent or other document that may be required from time to time to give effect to the transfer;
 - (ii) authorise your current supplier to transfer the services that you have requested that we provide;
 - (iii) will cooperate with us in good faith in respect of completing the transfer (including providing us with details of your account number with your current supplier); and
 - (iv) may be liable to pay your current supplier Charges (including, without limitation, early termination fees, disconnection fees and outstanding accounts) and you agree that we will not be liable to you or to your supplier for any such or similar Charges.

Mobile Phone Number: Port Out

8.11 If you wish to port an existing mobile phone number away from us to another service provider:

- a) we will use our reasonable efforts to port your number;
- b) you must not cancel your Mobile Service before you port the phone number. The mobile service provider to which you have ported the phone number will inform us once the port has been successfully completed and we will then cancel your Mobile Service;
- c) you acknowledge and agree that:
 - (i) you must be the Authorised Customer;
 - (ii) the request may be treated by us as a termination of your Mobile Service and/or Agreement by you;
 - (iii) you may incur Charges in relation to that transfer (including, without limitation, a cancellation fee) and you are liable to pay those Charges to us; and
 - (iv) any monies that we claim are owing to us in connection with this Agreement will become a debt that is immediately due and payable to us.

9. Plan changes

9.1 You may request us to change your Plan in respect of your Mobile Service to another Plan. You acknowledge and agree that:

- a) only one Plan change will be permitted per billing cycle;
- b) upgrades to a higher value Plan will commence once we accept your request, with the new monthly Charges for your upgraded Plan commencing on the 1st day of your next billing cycle;

- c) downgrades to a lower value Plan (including the new monthly Charges) will commence on the 1st day of your next billing cycle; and
- d) we may refuse your request to change to the alternate Plan.

10. Limitation of Liability

10.1 In addition to any exclusions of liability we may have under the Agreement and except to the extent such loss or damage is caused or contributed to by our negligence or our breach of the Agreement, we are not liable for any direct or indirect loss or damage you and any potential End User may suffer in connection with:

- e) a failure or delay to supply a SIM;
- f) a failure or delay in the MNP process that was due to matters outside our control including the acts or omissions of another mobile service provider;
- g) a failure to activate, reactivate or to deactivate the Mobile Service or a service number;
- h) any unauthorised use of the Mobile Service (including any Value Added Services);
- i) us blocking or unblocking any handset either on your request or instructions or due to your breach of our Acceptable Use Policy;
- j) a deactivation or suspension of the Mobile Service (whether or not requested); and
- k) any failure to provide all or part of any of the Mobile Service, including due to any network failure, any network congestion, lack of mobile coverage or any call drop out, or any delay in providing the Mobile Service.

11. Charges

11.1 The Charges in respect of your Mobile Service (such as call charges, monthly fees, SMS charges, MMS charges and the like) are set out in the Service Order, Vocus Mobile Service Schedule – Part B or as otherwise notified to you by us from time to time.

11.2 Unless a Service Order states otherwise, on each Review Date following the Order Start Date, we may increase the Charges by an amount equal to CPI.

11.3 Each month you must pay us:

- a) the minimum monthly Charge for your Plan;
- b) for all usage other than included allowances (for example excess data Charges);
- c) any other Value Added Services or add-ons;
- d) any International Roaming Charges; and
- e) if applicable, any Minimum Spend.

11.4 If you use your Mobile Service to access a service provided by someone else, and we are Charged for that other service, you must pay us for that service.

12. Periodic entitlements

12.1 A Plan may include the right to use a certain amount of a Mobile Service during a certain period referred to as periodic entitlements. e.g. A mobile plan might let you use a certain amount of data each month.

12.2 Unused periodic entitlements do not carry forward and are not redeemable for cash or other credit.

12.3 If you exceed the periodic entitlement, further Charges may apply, or a Mobile Service may be limited in some way. Your Plan will include these details.

13. Peak & Off-peak

13.1 A Plan may specify certain days and/or times as 'peak' or 'off-peak', and we may bill you for these periods.

13.2 Different Charges, entitlements or terms may apply in peak and off-peak periods. The Plan will indicate how that applies in each case.

14. International roaming

14.1 The Mobile Service may include access to International Roaming. If you use your Mobile Service to roam overseas, or if calls originating in Australia are made to international destinations, you will incur International Roaming Charges. You accept and acknowledge that you will pay all International Roaming Charges, that they are subject to variation and that we may change the Charges and do not need to tell you beforehand.

14.2 Any use of your Mobile Service in a Zone 1 country will result in you being billed the Zone 1 roaming pack access Charges, and the associated inclusions will be provided. You will be billed for an additional Zone 1 roaming pack if you exceed the usage inclusions before the end of the validity period. This will recommence the validity period.

14.3 We measure the length of each call from the time the call is answered to the time the call is finished. The length is then rounded up according to the billing interval indicated in the pricing table for your pricing plan. For example, if your billing interval is 60 seconds, we will round the call length up to the next whole 60 seconds. This length is then multiplied by the call Charge associated with that call type, as indicated in the pricing table in Vocus Mobile Service Schedule – Part B.

14.4 We do not make any representation, warranty or undertaking as to the performance of any service provided by overseas operators whose network you are roaming on.

14.5 Charges in respect of International Roaming are billed to your account in Australian dollars and you will be liable to pay those Charges.

14.6 You further acknowledge that we rely on overseas operators whose network you are roaming on to advise us of the Charges incurred in connection with your Mobile Service during International Roaming. There may be a four (4) month delay between the date on which Charges during International Roaming are incurred, and the date on which those Charges appear on your bill.

15. Minimum Commitment

15.1 Unless you are within the Transition Period and where applicable, the aggregate of Charges for a given month must equate or exceed the Minimum Commitment set out in your Service Order.

15.2 If you do not meet the Minimum Commitment during the Fixed Term, you must pay us the Minimum Spend. You acknowledge and agree that the Minimum Spend represents a genuine pre-estimate of our loss.

16. Cancellation Charge

16.1 If a Mobile Service is cancelled before the end of the Fixed Term, we may bill you:

- a) a cancellation Charge;
- b) third party or upstream Charges;

- c) usage or network access Charges incurred up to the date on which the Agreement ends; and
- d) any administrative Charges incurred by us.

16.2 Unless specified otherwise, the cancellation Charge will be calculated as:

Remaining contract term in Months X Minimum Monthly \$ Commitment as per contract X 50%.

16.3 You agree that the cancellation Charges in clause 13.1 are a genuine estimate of our losses in connection with the termination of the Mobile Service prior to the expiry of the Fixed Term.

16.4 After the Fixed Term and with 30 days' notice, we reserve the right to move the Mobile Services to their Base Plan.

17. Service Outages

17.1 From time to time, the Mobile Network requires maintenance that may interfere with your Service. We will provide you with notice of any scheduled maintenance where reasonably possible.

17.2 Any disruption caused to the Mobile Service will not constitute a breach of our obligations under this Agreement.

17.3 Where possible and within the direct control of us, we will exercise reasonable endeavours to perform maintenance or upgrade work at such time to minimise any disruption to the Mobile Service.

18. Intellectual Property

18.1 You must not, and you must ensure that End Users do not, use or promote the Carrier's trademarks without the prior written consent of the Carrier.