

**MOBILES SERVICE SCHEDULE**

(version May 2006)

This document:

- Is a Service Schedule to a Primus Standard Form of Agreement ("SFOA") under section 479 Telecommunications Act 1997;
- Applies to contracts with Customers made on and after 12 May 2006;
- Does not apply if and to the extent otherwise agreed between Primus and a Customer.

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1. AGREEMENT FOR SUPPLY OF MOBILE SERVICES

Primus will supply Mobile Services to You on the terms in this Service Schedule, your Application, the Core Terms and the applicable Plan.

2. INTERPRETING THIS SERVICE SCHEDULE

2.1 The definitions and rules of interpretation in the Core Terms apply to this Service Schedule, in addition to the following.

2.2 "ACMA" means the Australian Communications and Media Authority.

2.3 "CDMA" or "Code Division Multiple Access" means a digital cellular technology that uses spread-spectrum techniques. CDMA is a form of multiplexing, which allows numerous signals to occupy a single transmission channel, optimizing the use of available bandwidth. The technology is used in ultra-high-frequency (UHF) cellular telephone systems in the 800-MHz and 1.9-GHz bands.

2.4 "CLI" means Calling Line Identification.

2.5 "GPRS" or "General Packet Radio Service" means a GSM data transmission technique that does not set up a continuous channel from a portable terminal for the transmission and reception of data, but transmits and receives data in packets.

2.6 "GSM" or "Global System for Mobile communications" means a standard for digital cellular communications. The GSM standard is currently used in the 900 MHz and 1800 MHz bands.

- 2.7 "IMEI Number" or "International Mobile Equipment Identification Number" is a unique identification number for all GSM Mobile Devices. Press \*#06# to find out Your Mobile Device's unique IMEI Number.
- 2.8 "International Roaming" means a mobile phone service that allows You to use cellular services while traveling outside Australia.
- 2.9 "Minimum Term" means a period for which You have committed to acquire a Service.
- 2.10 "MNP" and "Mobile Number Portability" means the Porting of a mobile service number from one mobile carrier to another and "Porting" has a corresponding meaning.
- 2.11 "Mobile Device" means any device capable of sending or receiving GSM, CDMA or GPRS or other signals transmitting voice and data traffic and includes mobile phones, mobile handsets and network enabled PDA's.
- 2.12 "Mobile Services" or just "Service" or "Services", in this Schedule, means a carriage service that enables You, subject to the capabilities of Your Mobile Device and to any limitations imposed by Primus:
- 2.12.1 to make voice grade calls to, and receive voice grade calls from telephone numbers within Australia and internationally subject to network interconnection arrangements to which Primus is a party or has a right to benefit from;
- 2.12.2 to send data traffic to and from computers, Mobile Devices and other devices.
- 2.13 "Optus" means Optus Mobile Pty Ltd ACN 054 365 696, a carrier under the Act.
- 2.14 "PDA" means personal digital assistant.
- 2.15 "Plan" means one of the different packages (taking into account choices of GSM or CDMA network, handset, length of Minimum Term, monthly access fee, call costs, call type limitations and other provisions) of Mobile Services from time to time offered by Primus.
- 2.16 "Primus CDMA Service" means Mobile Services provided by Primus utilising a Wholesale Supplier CDMA network within Australia, having features made available to Primus by the Wholesale Supplier.
- 2.17 "Primus GSM Service" means Mobile Services provided by Primus utilising a Wholesale Supplier GSM network within Australia, having features made available to Primus by the Wholesale Supplier.
- 2.18 "Resold Service" means a service that Primus acquires from an Other Supplier and re-supplies as a Service or part of a Service.
- 2.19 "SIM" or "Subscriber Identity Module" is the removable chip used in a GSM Mobile Device. SIM chips provide the "identity" for a cellular phone, and can be swapped between phones and carry phone book entries.
- 2.20 "SMS" or "Short Message Service" enables You to send and receive text messages using a Mobile Device.
- 2.21 "Wholesale Supplier" means the respective Other Supplier with which Primus has entered into an agreement to utilise its network to supply the Services to You.

3. SERVICE COVERAGE

- 3.1 Mobile Services are not available in all areas within Australia. Primus will provide You with the opportunity to view Mobile Services coverage maps on request.
- 3.2 The quality of the Mobile Services in each coverage area will vary. Capacity may not be available or be consistent within a Mobile Services coverage area and "drop-outs" may occur.
- 3.3 Primus may choose not to offer International Roaming. If it is offered, it may not be available in all countries and is subject to coverage in those countries, commercial agreements with network providers in those countries and appropriate network conditioning.

4. SERVICE OPTIONS

- 4.1 This Service Schedule contains the terms and conditions on which Primus supplies:
  - 4.1.1 the Primus CDMA Service; or
  - 4.1.2 the Primus GSM Service.

5. MOBILE DEVICE OPTIONS

- 5.1 If Primus does not provides the Mobile Device You use in connection with the Services, You must ensure that the relevant regulatory authorities and Primus and the Wholesale Supplier approve of Your Mobile Device and Primus makes no warranty as to:
  - 5.1.1 the suitability of the Mobile Device for use in connection with the Mobile Service;
  - 5.1.2 the quality or features of the Mobile Device;
  - 5.1.3 the safe operation of the Mobile Device.
- 5.2 If Primus supplies a Mobile Device:
  - 5.2.1 risk and title in the Mobile Device passes to You on delivery, or such later date on which You pay any initial payment due by You to Primus;
  - 5.2.2 Primus will obtain for you the benefit of the warranty offered by the manufacturer or other provider of the Mobile Device.
- 5.3 Mobile Devices may interfere with sensitive biomedical devices. If applicable, You should seek medical advice before using a Mobile Device.

6. ACTIVATION OF YOUR SERVICE

You must contact Primus to activate your Mobile Service within seven days (or such other time as Primus specifies) of receiving your Mobile Service welcome pack. (This allows Primus to monitor your receipt of the pack and to detect possible fraud). If you do not contact Primus to activate your Mobile Service within this time, Primus may, in addition to other remedies for breach of contract, cancel your SIM and terminate your Service Contract.

7. SERVICE VARIATION OR SUSPENSION
  - 7.1 Primus may vary Mobile Services if reasonably required for technical, operational or commercial reasons.
  - 7.2 In addition to Primus' other rights, Primus may suspend a Service immediately where:
    - 7.2.1 repair, maintenance or servicing of any part of the GSM or CDMA networks is required; or
    - 7.2.2 problems are experienced interconnecting a GSM or CDMA network with any other network.
  - 7.3 Primus will endeavor to give notice as is reasonably practicable when varying or suspending Service under clauses 7.1 or 7.2, however is not obliged to do so.
8. NO REBATE FOR UNUSED ENTITLEMENTS
  - 8.1 If a Plan includes an allowance for a certain volume or value of calls in a period:
    - 8.1.1 there is no rebate if You make a lesser number or volume or value of calls; and
    - 8.1.2 unless it is a specific condition of Your Plan, unused calls or allowances do not carry forward.
9. EARLY CANCELLATION OR DISCONTINUANCE
  - 9.1 If Primus agrees to allow You to cancel a Plan or Service Contract before the end of any Minimum Term (which it is not obliged to do) or if, before the end of any Minimum Term, a Service Contract is terminated or a Service discontinued by reason of Your failure to comply with any of Your obligations, then You must pay, any early termination or cancellation or other similar fee or amount as is specified in the Plan.
10. LOST AND STOLEN MOBILE DEVICES
  - 10.1 You are responsible for the security of Your Mobile Device and the SIM.
  - 10.2 You must report a lost or stolen Mobile Device to Primus immediately.
  - 10.3 If Primus has reason to believe Your Mobile device has been lost or stolen or misused Primus may:
    - 10.3.1 suspend Your Service so no calls may be made;
    - 10.3.2 take action to block calls from the Mobile Device and prevent connection of the Mobile Device to a network of another provider.
  - 10.4 Unless otherwise specified by Primus, You remain responsible for and must pay the Charges for the Minimum Term in accordance with the Plan.
11. PHONE NUMBERS
  - 11.1 All phone numbers are selected in accordance with the ACMA's Numbering Plan and numbering directions. In order to comply, Primus may from time to

time, be required to suspend, withdraw, vary or re-assign a number. Primus will endeavor to give You as much notice as possible.

- 11.2 If You cease to acquire Mobile Services Your right to use the phone number ceases unless You follow the approved procedures to transfer the number to another mobile services provider.

## 12. MOBILE NUMBER PORTABILITY

- 12.1 You may be able to retain (Port) Your existing mobile phone number if You transfer to or from Mobile Services provided by Primus.

- 12.2 When deciding to change providers, You should note:

- 12.2.1 You and Your new provider must comply with any regulatory requirements;

- 12.2.2 Your previous service and/or related services may or may not be disconnected by Your previous supplier and Your account finalized;

- 12.2.3 only the active phone number may be Ported; other Services and Features may not be transferred;

- 12.2.4 You may have costs and obligations associated with Your previous contract including an obligation to make an early termination payment;

- 12.2.5 You may need a new phone if Porting between the GSM and CDMA networks;

- 12.2.6 any conditions that apply if You have a prepaid account, including whether or not unused credits may be refunded to You or whether You need to remove any SIM security or network locking; and

- 12.2.7 there may be a brief interruption in service during Porting.

## 13. CLI AND IPND

- 13.1 If You do not bar CLI when making a call from Your Mobile Device, Your phone number may be displayed on the equipment of the called party.

- 13.2 Even if You do bar CLI, Your phone number will still be displayed when You send an SMS.

- 13.3 Primus, like other service providers, is required by law to supply Your name, address, telephone number and other customer details to the Integrated Public Number Database (IPND). Unlisted service information is marked and controlled in the IPND to prevent its disclosure to, for example, directories or directory assistance services. The information in the IPND may only be used for approved purposes, which include assisting emergency services or law enforcement agencies.

## 14. GENERAL

- 14.1 Primus may be required by law enforcement agencies or government bodies to intercept calls without notice to You. You consent to this interception.

- 14.2 Primus may impose rules regarding the supply of the Services as it sees fit from time to time. Such rules may include but will not be limited to the number of Mobile Services You may have with Primus.

- 14.3 You should contact Primus customer service to make a complaint or report a fault.
- 14.4 Primus may block a Mobile Device by invalidating the IMEI Number when Primus considers, in its absolute discretion, that the Mobile Device may have been lost or stolen or misused.
- 14.5 SIMs remain at all times the property of Primus.
- 14.6 You must not use the SIM other than in Your Mobile Device. You must not tamper with, disassemble, reverse engineer, interrogate, duplicate or destroy the SIM.
- 14.7 You are solely responsible for any content accessed using the Mobile Service. Primus does not monitor or control content.

15. WHOLESALE SUPPLIER

- 15.1 If arrangements between Primus and the Wholesale Supplier are terminated and if both the Wholesale Supplier and Primus agree, the Wholesale Supplier may arrange to supply the Services to You directly.
- 15.2 You may not resell or resupply the Services supplied under this Agreement.
- 15.3 You cannot assign or novate all or part of Your rights and obligations under this Agreement without our consent.
- 15.4 Primus has the right to assign or novate all or part of its rights and obligations under this Agreement to the Wholesale Supplier without Your consent.
- 15.5 For the purposes of such novation, You agree to novate this Agreement to the Wholesale Supplier on receipt of a notice from either Primus or the Wholesale Supplier, such novation to be on terms no less favourable than the terms of this Agreement in existence immediately prior to the novation.
- 15.6 You consent to allow Primus to disclose to the Wholesale Supplier (or its related bodies corporate) Your details, including information relating to Your affairs or personal particulars (including any listed or unlisted telephone number, address and account history) or carriage services supplied to You and You consent to the use of that information in order to facilitate the supply of Services to You by Primus or the Wholesale Supplier.
- 15.7 You consent to receive offers and information via electronic messaging (such as SMS) from Primus and Wholesale Supplier.
- 15.8 Wholesale Supplier is not directly liable to You (in contract, tort (including negligence) or otherwise) in relation to any Services resupplied to You by Primus, any delay or any failure to provide those Services.
- 15.9 You state that You are not a carrier or carriage service provider (as those terms are defined in the Act). You agree that if You become a carrier or carriage service provider, Primus may immediately cancel the Services by notice to You. If Primus does so, it will negotiate in good faith with You to enter into an agreement governing supply of the Services, on terms to be agreed.

15.10 If the Wholesale Supplier to You is Optus, You agree that You will if applicable comply with the Optus Fair Go™ (an Optus trademark) policy in addition to Primus Acceptable Use Policy (if any).