

**MOBILES SERVICE SCHEDULE**  
(version February 2006)

This document:

- Is a Service Schedule to a standard form of agreement (“SFOA”) under section 479 Telecommunications Act 1997;
- Applies to contracts with Customers made on and after 28 February 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 a Mobile Service to Customer under the applicable Plan and Customer’s Application and on the terms set out in this Standard Form of Agreement under section 479 Telecommunications Act 1997, which comprises this Service Schedule and the Core Terms.

2. INTERPRETING THIS SERVICE SCHEDULE

- 2.1 The definitions and rules of interpretation in the Core Terms apply to this Service Schedule.
- 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 “Core Terms” means that part of this Service Contract with the heading “Core Terms”.
- 2.6 “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.

- 2.7 "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.
- 2.8 "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.
- 2.9 "International Roaming" means a mobile phone service that allows Customer to use cellular services while travelling outside Australia.
- 2.10 "Minimum Term" means a period for which Customer has committed itself to acquire a Service.
- 2.11 "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.
- 2.12 "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.
- 2.13 "Mobile Service" means a carriage service that enables Customer to, subject to the capabilities of their Mobile Device:
- 2.13.1 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;
- 2.13.2 send data traffic to and from computers, Mobile Devices and other devices.
- 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, etc) of Mobile Services from time to time offered by Primus.
- 2.16 "Primus CDMA Service" means a Mobile Service provided by Primus utilizing the Telstra CDMA network within Australia and having only those features that may be made available to Primus by Telstra from time to time.
- 2.17 "Primus GSM Service" means a Mobile Service provided by Primus utilizing the Telstra GSM (Global System for Mobiles) network within Australia and having only those features that may be made available to Primus by Telstra from time to time;
- 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 Customer to send and receive text messages using a Mobile Device.

3. SERVICE COVERAGE

- 3.1 A Mobile Service is not available in all areas within Australia. Primus will provide Customer with the opportunity to view Mobile Service coverage maps on request.
- 3.2 The quality of the Mobile Service in each coverage area will vary. Capacity may not be available or be consistent within a Mobile Service coverage area and "drop-outs" may occur.
- 3.3 International Roaming 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.
- 4.2 Primus will supply a Primus CDMA Service or Primus GSM Service on the Plan Customer has selected in the Application.

5. MOBILE DEVICE OPTIONS

- 5.1 Primus provides the Mobile Service only and not Equipment. Primus does not, except when specifically stated in writing by Primus, provide the Mobile Device Customer selects to use in connection with the Service. The Mobile Device is generally supplied by a third party 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 suitability of the quality or features of the Mobile Device;
  - 5.1.3 the safe operation of the Mobile Device.
- 5.2 Risk and title in the Mobile Device passes to Customer on delivery.
- 5.3 Customer must ensure that the relevant regulatory authorities and the mobile network provider approve any Mobile Device that he/she uses in connection with a Service.
- 5.4 Mobile Devices may interfere with sensitive biomedical devices. An affected Customer should seek medical advice before using a Mobile Device.

6. PLAN CHANGES

- 6.1 Customer may change a Plan after the end of any Minimum Term. Customer will not be charged for the change. The terms and conditions, including the Charges and Minimum Term of the new Plan will apply from when the Plan change takes effect.
- 6.2 Customer may change to any Plan comprising higher fixed monthly charges at any time during the Minimum Term without extra charge. The new Charges will apply from the time the change takes effect.

- 6.3 If Primus allows Customer to change to a Plan comprising lower fixed monthly charges Primus may apply an additional Charge. Primus will advise Customer of that Charge before the change takes effect.

## 7. SERVICE VARIATION OR SUSPENSION

- 7.1 Primus may vary a Mobile Service 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 as is reasonably practicable when varying or suspending Service under clauses 8.1 or 8.2, 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 of calls in a period:
  - 8.1.1 there is no rebate if Customer makes a lesser number or volume of calls; and
  - 8.1.2 unused calls do not carry forward.

## 9. EARLY CANCELLATION OR DISCONTINUANCE

If Primus agrees to allow Customer 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 the failure of Customer to comply with any of its obligations, then (subject to Australian Communications Industry Forum Guideline for Consumer Contracts, if that Guideline is applicable to Customer) Customer must pay, at Primus' option;

- 9.1 any:
  - 9.1.1 cancellation fee specified in the Plan (and if none is specified, a fee of \$20.00); plus
  - 9.1.2 cancellation or other fee that Primus is obliged to pay any Other Supplier as a result; or
- 9.2 the total of any other Fixed Charges that would have been payable to Primus over the balance of the Minimum Term of the Plan if it had not been cancelled; or
- 9.3 if a Charge applicable for the Plan is less than it would have been without Customer's commitment to the Minimum Term, Primus may recalculate the Charge, applicable from the commencement of the Plan, disregarding the amount of the reduction, and back bill for the additional Charge.
- 9.4 Primus is not obliged to make a refund of Charges paid.

10. LOST AND STOLEN MOBILE DEVICES

- 10.1 Customer is responsible for the security of his/her Mobile Device.
- 10.2 Customer must report a lost or stolen Mobile Device to Primus immediately. On receiving a report of a lost or stolen Mobile Device Primus may;
  - 10.2.1 suspend Customer's Service so no calls may be made;
  - 10.2.2 if Customer provides Primus with the IMEI number of the lost or stolen Mobile Device, take action to block calls from the Mobile Device and prevent connection of the Mobile Device to a network of another provider.
- 10.3 Unless otherwise specified by Primus, Customer remains 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 Customer as much notice as possible.
- 11.2 If Customer ceases to acquire a Mobile Service the right of the Customer to use the phone number ceases unless Customer follows the approved procedures to transfer the number to another mobile services provider.
- 11.3 Customer acknowledges that Primus or Telstra may be required by law enforcement or other agencies to intercept communications to or from a Mobile Service.

12. MOBILE NUMBER PORTABILITY

- 12.1 Customer may be able to retain (Port) their existing mobile phone number if Customer transfers to or from a Mobile Service provided by Primus.
- 12.2 When deciding to change providers Customer should note:
  - 12.2.1 only the active phone number may be Ported. Value Added or other Services may not be transferred.
  - 12.2.2 Customer may have outstanding contractual obligations, usually associated with minimum term contracts, with Customer's existing provider and may be required to pay termination fees;
  - 12.2.3 Customer may need a new phone if Porting between the GSM and CDMA networks;
  - 12.2.4 any conditions that apply if Customer has a prepaid account, including whether or not unused credits may be refunded to Customer or whether Customer needs to remove any SIM security or network locking; and
  - 12.2.5 there may be a brief interruption in service during Porting.

13. CLI AND IPND

- 13.1 If Customer does not bar CLI when making a call from Customer's Mobile Device, Customer's phone number may be displayed on the equipment of the called party.
- 13.2 Primus, like other service providers, is required by law to supply Customer's 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 Customer. Customer consents to this interception.
- 14.2 Primus may impose such rules regarding the supply of the services as it considers from time to time. Such rules may include but will not be limited to the number of Mobile Services a Customer may have with Primus.
- 14.3 A Customer 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.
- 14.5 Customer is solely responsible for any content accessed using the Mobile Service. Primus does not monitor or control content.