

. Provision of Services

1.1. Services: We will provide you with digital mobile telecommunication services and such other services as we may agree to provide to you from time to time ("Services") on the terms of this Agreement.

1.2. Provision of Services: We will provide the Services using our facilities and services or those of other carriers, telecommunications service providers or equipment suppliers ("Supplier"). We will provide the Services on a digital mobile telecommunications network (the "Network") and a Subscriber Identity Module cards ("SIMcard") encoded with information used to access the Services.

1.3. Variations: Without notice to you we may change a Supplier or its products, or vary our charges from time to time. We may otherwise vary these terms on 30 days written notice to you.

2. Term of service

2.1. When you purchase a pre-paid service starter pack, you will have access to the service for the period of time shown on the pack or, if no period of time is shown, 30 days. To extend the term of the service, you need to buy additional recharge cards from retail outlets or from Dodo directly.

2.2. From the day a recharge card is activated, your service will remain active for at least the period shown on the card. This means that you will be able to receive calls and, providing that you have sufficient credit, make outgoing calls and send text messages.

2.3. If you do not extend your active period before the end of that period, any credit remaining on your account will be forfeited. However, you may continue receiving calls for a further period of at least 30 days. If you do not recharge your account within this further period, your SIM card will become inoperative and you may lose your phone number.

2.4. The fee charged for a specific service is available from our website. Charges are subject to change from time to time.

2.5. If you have insufficient credit remaining to make or continue an outgoing call or to send a text message, you will need to purchase additional credit from a retail outlet or over the phone. You will then have access to the credit value and active period that applies to the recharge product you purchase.

3. SIMcards

3.1. SIMcards remain our property. We may specify certain procedures for activation of your SIMcard to protect against unauthorised use of a SIMcard. You must take all reasonable care to keep the SIMcard safe and in good condition. You must immediately return the SIMcard to us on demand or if we suspend or terminate the Services. If you fail to return the SIMcard to us within 30 days of our demand, you must pay our standard SIMcard replacement fee.

3.2. You must notify us immediately if any SIMcard is lost, stolen or destroyed (whether installed or not).

3.3. You will be liable for all charges in relation to any SIMcard supplied to you which has been lost or stolen until we have been notified of the loss or theft.

3.4. You must obtain our express authorisation (which may be conditional on lodgement of a security deposit) to use the SIMcard in countries other than Australia ("Roam"). If you are authorised to Roam, you will be charged a roaming fee for incoming calls at a rate set by the operator in that country and a forwarding charge for all incoming calls forwarded to the overseas carrier.

4. Mobile Number Porting to Us

4.1. Changing your current arrangements: If in providing the Services to you, we need to change your arrangements with your current Supplier, then we will do so in accordance with this clause.

4.2. Porting your Mobile Number to us:

- (a) By submitting to us the Mobile Number Portability Authorisation Form or providing a voice authorisation for the port ("Port Authorisation") you:
 - (i) authorise us to sign on your behalf and in your name forms of authority to your current Supplier to transfer your mobile service number ("MSN") into our name;
 - (ii) authorise your current Supplier of telecommunications services to transfer to us your MSN;
 - (iii) authorise us to disclose information in the Port Authorisation to other Suppliers in the event of dispute over porting to us; and
 - (iv) will remain responsible for all amounts owing to your current Supplier of telecommunications services for any services they supply to you.
- (b) If you have signed a Port Authorisation to port a MSN to us from your previous Supplier, we will use all reasonable efforts to port your MSN on or before the requested cut over date but have no liability to you for any delays in porting. The requested cut over date should not be more than 30 days from the date of making the request to port your MSN.
- (c) You are responsible for any charges imposed by your current Supplier in relation to unsuccessful or rejected port requests due to insufficient or incorrect information on the Port Authorisation form, concurrent competing porting requests in relation to your MSN or if you terminate the services with your current Supplier before we transfer your MSN on your nominated port cut over date.

4.3. Credits: If your current Supplier credits us with any amount concerning services provided before the date of transfer, we will credit that amount to your account.

4.4. Charges Relating to Mobile Number Porting: If another Supplier raises a proper charge with us relating to a service it provided to you before your MSN was ported to us, we will advise you accordingly and you must pay the other Supplier that amount. If you dispute the amount claimed, you must notify us in writing. You may also be liable to pay to us or your previous Supplier charges relating to disputes or investigations by either of us arising out of

transfer of the Services from another Supplier to us. We reserve the right to charge a port in fee for porting your MSN to us from another Supplier.

4.5. Indemnity: We will not accept any liability for any amounts owing by you to another Supplier for services which the other Supplier provided to you prior to the commencement of Services. You must indemnify us against any claims made on us by your previous Supplier in relation to any such amounts.

5. Porting of Mobile Number to Another Supplier

5.1. Port-Out: If you port your MSN to another Supplier, then you will forfeit any unused credit remaining on your account.

5.2. Termination of Services: The provision of Services ceases and this Agreement terminates when we port your MSN to another Supplier.

5.3. Dispute: If we become aware of other proper charges (including fees payable to any other Supplier) for those Services up to the date of porting, or we resolve any dispute so that any liability of ours relating to those Services is quantified, then you will immediately pay us all such amounts on receipt of our invoice.

6. Personal Information

6.1. We may collect personal information about you ("your personal information").

6.2. You acknowledge and agree that:

(a) we may use your personal information:

- (i) to provide the Services to you (including the investigation or resolution of disputes relating to any Services provided to you) and to provide credit or commercial credit to you in respect of the Services;
- (ii) to provide information to you about other goods or services which we or any of our Related Bodies Corporate, or any of our partners and associates (such as telecommunication entities, providers of products or services which are related to the Services, media entities, event organisers, equipment suppliers and the suppliers of any other product or service with whom we have engaged in a joint initiative) may offer to you; and
- (iii) as otherwise authorised or required by law.

(b) we may also disclose your personal information to:

- (i) other Suppliers for the purpose of enabling us to provide the Services to you (including the investigation and resolution of disputes or complaints concerning the provision of the Services);
- (ii) our Related Bodies Corporate, our partners and associates (such as telecommunication entities, providers of products or services which are related to the Services, media entities, event

organisers, equipment suppliers and the suppliers of any other product or service with whom we have engaged in a joint initiative), so that they can provide information to you about goods and services they offer;

- (iii) government agencies or individuals appointed by a government (including the Telecommunications Industry Ombudsman and Australian Communications Authority) responsible for the investigation and resolution of disputes or complaints concerning your use of the Services for the purpose of enabling investigation and resolution of those disputes or complaints;
- (vi) other entities who provide services to us related to the provision of the Services to you (including SMS, a mail house and resellers (or contractors engaged by resellers)) to enable them to provide those services to us or administer payment arrangements in connection with those services.

6.3. If required by law, we will provide you with access to your personal information that we have in our possession upon request.

6.4. If you change your address or other contact details, you must notify us within 14 days.

6.5. Calling number display: Calling number display will be automatically activated on commencement of the Services. If you do not want your number displayed, it is your responsibility to deactivate this functionality.

6.6. New Services: In relation to the use of Services which incorporate technologies including WAP, SMS text and other value added services offered by us for use on mobile telephones from time to time, you are wholly responsible for the security and use of your mobile telephone and indemnify us against all claims which may arise through your use of these services.

7. Your Compliance

7.1. Compliance: You will ensure that you comply at all times with all laws and obligations, including licence conditions, applicable to the Services and their use.

7.2. You will not use the Service to transmit or publish any material which is defamatory of any person, or any material in breach of copyright or any obligations of confidentiality, or otherwise in breach of any law, and you will indemnify us for any loss or expense we suffer as a result of you doing so.

8. Suspension of Services

8.1. We may from time to time and without notice or liability to you suspend any of the Services (and at our discretion disconnect the relevant SIMcards from the Network) in any of the following circumstances:

- (a) during any technical failure, modification or maintenance of the Network (but in that event we will procure resumption of the Services as soon as reasonably practicable);

- (b) if you fail to comply with any of these terms and conditions until the breach (if capable of remedy) is remedied, or
- (c) if you do, or allow to be done, anything which in our reasonable opinion may have the effect of jeopardising the operation of those Services.

9. Termination

9.1. Termination: Either of us may terminate the Agreement by giving 30 days written notice to the other, except that we will not terminate this agreement before the end of the current active period applicable to your service..

9.2. Immediate Termination: We may terminate this Agreement immediately by notice to you if:

- (a) you have breached this Agreement;
- (b) a provisional liquidator, liquidator or receiver or receiver and manager or any other administrator of your business or assets is appointed or if you enter into any composition with your creditors; or
- (c) you change your address or contact details without notifying us in accordance with clause 6.4.

10. Limitation of Liability

10.1. Performance: Because the performance of some Services may be affected by your levels of use, the levels of use of other users and of facilities related to providing the Services, we do not warrant that Services will be free of blockages, delays, network congestion, interference or faults of this kind and we will not be responsible for any loss or damage which may result. You acknowledge that you are responsible for inquiring whether mobile coverage is available in areas in which you will ordinarily require the Service.

10.2. Warranties: Except as provided in clause 10.1 and as required by law, and subject to clause 10.3, all terms, conditions, warranties, undertakings, inducements and representations, whether express or implied, statutory or otherwise, relating to the provision by us of the Services are excluded, and we will not be under any other liability in respect of any loss or damage (including consequential loss or damage) however caused (whether by negligence or otherwise) which may be suffered or incurred or which may arise directly or indirectly in respect of the Services.

10.3. Limitation of Liability: To the extent permitted by law, our liability for any breach of any term, condition, warranty or under any remedy implied by law (which cannot be excluded), will be limited at our option to the repair or re-supply of equipment or Services or the payment of the cost of having the equipment or Services re-supplied.

10.4. No Liability: To the extent permitted by law, we have no liability to you or to any other person for:-

- (a) acts or defaults of other Suppliers;
- (b) faults or defects in Services which are caused to any material extent by your own conduct or misuse; or

- (c) faults or defects that arise in telecommunication services not provided under this Agreement (even if they are connected, with our consent, to Services which we have arranged under this Agreement) which are due to incompatibility with the Services.

10.5. To the extent permitted by law, we have no liability to you or any other person for:

- (a) porting of your MSN in accordance with a porting request received by us; or
- (b) any delays in implementing a request to port your MSN; or
- (c) a failure to implement a request to port your MSN.

11. Force Majeure

11.1. We are not 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 reasonably beyond our control, including but not limited to war, accident, act of God, industrial action, embargo, delay or failure or default by any other Supplier.

12. Assignment

12.1. You will not assign, charge or otherwise deal with your rights under this Agreement except with our prior written consent.

12.2. We may, on 30 days' notice, assign all our rights and obligations under this Agreement.

13. General

13.1. Information: We may give to and receive from other Suppliers information about your account, including particulars of calls and call charges.

13.2. Governing law: This Agreement is governed by the laws of Victoria.

13.3. Entire Agreement: This Agreement contains the whole understanding between us to the exclusion of any prior or collateral Agreement or understanding of any kind relating to the Services.

13.4. No reliance: You acknowledge that you enter into this Agreement entirely as a result of your own enquiries and that you do not rely on any statement, representation or promise by us or on our behalf not expressly set out in this Agreement.

13.5. Release: You accordingly release us and each of our officers, agents and advisers from all claims, suits and demands of every kind (including negligence) arising from the relationship of the parties concerning this Agreement before it was signed, and from the negotiations leading to it.

13.6. Waiver: The failure by either party to exercise any right or remedy under this Agreement in a timely manner does not constitute acceptance of the matter which gave rise to the right or remedy, nor that party's waiver of such right or remedy.