



## **Acuity Communications Mobile Terms & Conditions**

### **1. About our Mobile Terms**

1.1 These are our Mobile Terms which should be read in conjunction with our General Terms and Conditions

### **2. Our Mobile Service**

2.1 Acuity Communications Pty Ltd (ABN 27 644 749 459) (Acuity Communications) uses part of Telstra's 3G, 4G(X) and 5G mobile network.

2.2 This service gives you:

- a. the ability to make and receive mobile phone calls;
- b. the ability to access SMS and other value-added services; and
- c. the use of a mobile phone number

2.2 Your ability for your end users to make international direct dial calls or to use your Mobile Service when you are in countries other than Australia is subject to our approval. You must obtain our express authorisation to use your SIM card in countries other than Australia. In some circumstances we may require you to provide some form of security, such as a security deposit, before we allow you to access those services.

2.3 You are responsible for enquiring whether mobile coverage is available in areas in which you will ordinarily require the Mobile Service.

### **3. Our Mobile Service Call Charges**

3.1 Our national and mobile calls, WAP, SMS, GPRS and MMS and any other value added services offered by us from time to time will be charged in accordance with

the plan you select.

3.2 You will be charged for all calls you make while roaming outside of Australia. Please be aware that you will also be billed for calls that people make to you when you are roaming. Your caller pays what they would normally pay to call you in Australia and you pay the additional charge to send the call overseas to you.

3.4 We are not able to control the variations in roaming charges as they are set by the overseas operator whose network you are roaming on and are also subject to international exchange rate fluctuations.

### **4. Connecting your Mobile Service**

4.1 If you wish to apply for an Acuity Communications mobile service you must complete an application either over the phone, in store or via our website.

4.2 We aim to dispatch SIM cards required to use our Mobile Service within 3 working days. You will receive information from us on how to activate your card/s.

4.3 If you have asked us to Port an existing mobile phone number away from another mobile service provider, then we aim to connect you within three hours of successfully completing that Port. Please note that number porting can take up to 48 hours to complete. Porting is only available during normal business hours, excluding weekends and public holidays.

### **5. Faults**

5.1 We will notify the mobile network provider of any faults reported to Acuity Communications so that full Mobile Service can be restored as soon as reasonably practicable.

### **6. Mobile Phone Numbers**

6.1 If you would like to change your mobile phone number you must pay the applicable charge set out in the Schedule of Charges each time you request a new mobile phone number.

6.2 Within reason, you may ask us to search our database of available mobile numbers to choose a particular mobile number.

6.3 If you have chosen a Premium Number you are required to pay an upfront Charge for the reservation of that Premium Number as set out in the Schedule of Charges.

6.4 We may, from time to time, auction Premium Numbers and therefore, the prices of Premium Numbers reserved at auction may differ to the Premium Number Charges set out in the Schedule of Charges.

## **7. SIM cards and handsets**

7.1 You will need to insert a SIM card into your existing handset. The original SIM card that we give you is included in your Mobile Service Plan. If you need a replacement SIM card, you must pay the Replacement SIM Card Charge set out in the Schedule of Charges. You will not be required to pay the Replacement SIM Card Charge if the original SIM card is faulty or defective.

7.2 We may specify certain procedures for activation of your SIM card to protect against unauthorised use. You must take all reasonable care to keep the SIM card safe and in good condition.

7.3 If you lose your SIM card or if it is stolen (including if your handset is lost or stolen with the SIM card inserted) you need to tell us immediately. You are responsible for all Charges up until the time you tell us that your SIM card is lost or has been stolen.

7.4 All Intellectual Property in your SIM card remains the property of the supplier of that SIM card, ie: Telstra.

## **8. Handset Blocking**

8.1 We are not able to block your handset's IEMI number on the network or other networks if you lose your handset.

8.2 We are able to disable your SIM card if you lose your handset, reducing your exposure to calls being made on your account.

## **9. Data Usage**

9.1 All Acuity Communications mobile services include a data component with an included allowance.

9.2 If you exceed the included data allowance on your mobile plan, your data will stop.

9.3 Please note there can be a 48 hour delay between when you use the data and when it will be recorded.

## **10. Mobile Number Portability (MNP)**

10.1 We provide a MNP service as an option for you changing your mobile service provider.

10.2 MNP allows you to 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.

10.3 If you wish to Port a mobile number to Acuity Communications then you must provide authorisation either by voice or online.

10.4 If you Port away from us, you will continue to be responsible for any outstanding amounts owing to us on your account.

10.5 We are not liable to you for any direct or indirect loss or damage that you may suffer due to a failure or delay in the Porting process that was due to matters outside our control including the acts or omissions of another mobile service provider.

## **11. Calling number display**

11.1 Calling number display allows a person receiving a call from you to see your mobile phone number on their handset. Calling number display is automatically activated on commencement of your Mobile Service. If you do not want your number displayed, check your handset user guide to see whether you can deactivate the functionality yourself or contact us to deactivate this functionality for you.

## 12. Eligibility Requirements

12.1 Acuity Communications does not sell its mobile service as a standalone product. You must also purchase a fixed line (ADSL, NBN or Wireless) broadband service in conjunction with this product.

12.2 Customers who have a poor credit history with Acuity Communications may be refused a service.

## 13. Acceptable and Fair Use Policy

13.1 Mobile plans which have “all included” calls and SMS are subject to our acceptable fair use policy, available on the website.

13.2 Customers who excessively use their services may be subject to having their account suspended or disconnected. We will contact you before disconnecting your service to allow you to remedy the breach.

13.3 You must not resell or commercially exploit any of our mobile services or SIM cards. You must not re-route call traffic through this service or use it for toll bypass.

## 14. Definitions

14.1 In our Mobile Terms, the following words and abbreviations have the following meanings: **Equipment Identity Register** means the GSM equipment identity register database, which contains information on the identity of mobile equipment to prevent calls from stolen, unauthorized or defective mobile stations.

**GSM** means the global system for mobile communication. In Australia, GSM is used to refer to the 900MHz band.

**GPRS** means General Packet Radio Service.

**IMEI** means the International Mobile Equipment Identity

**MMS** means Multimedia Messaging Service. **Mobile Service** means any of Acuity Communications mobile telephone services which access the parts of Telstra’s 5G, 4G, 3G and 2G networks.

**Mobile Number Portability (MNP)** means the ability to Port a mobile telephone number as described in clause 10.

**MSN** means a Customer’s mobile service number allocated pursuant to the Telecommunications Numbering Plan 1997.

**Port or Porting** means to keep your existing mobile phone number when you stop using one mobile service provider’s services and take up a new mobile service with another mobile service provider.

**Premium Number** means a specially reserved mobile phone number that you have purchased the right to use. The Charges for Premium Numbers are set out in the Schedule of Charges.

**Replacement SIM Card Charge** means the charge for replacing your SIM card as set out in the Schedule of Charges.

**Roaming** means using your Mobile Service when you are in countries other than Australia.

**Schedule of Charges** means the schedule of charges documented in our Mobile Schedule.

**SIM** means Subscriber Identity Module, a removable card or module which is used in the GSM authentication procedures and contains the international subscriber identity (IMSI) number and other subscriber data, any associated information and intellectual property.

**SMS** means Short Messaging Service.

**WAP** means Wireless Application Protocol.

### ***Important Customer Information: Your Rights and Obligations***

#### **Mobile Porting Terms and Conditions**

1. You may be able to port your mobile

number from your current mobile service provider to Acuity Communications if that mobile number is declared portable under the Australian Communications and Media Authority's Telecommunications Numbering Plan 1997 which you may obtain a copy of by visiting [www.acma.gov.au](http://www.acma.gov.au)

2. Acuity Communications agrees to comply with the operational procedures for porting mobile numbers described in the Australian Communications Industry Forum's Industry Code - Mobile Number Portability ACIF C570 2005 (MNP Code) which you may obtain a copy of by visiting [www.acif.org.au](http://www.acif.org.au). The terms "Customer Authorisation", "Port Cutover Notification Confirmation" and "Standard Hours of Operation" have special meanings as described in the MNP Code.

3. The terms of Acuity Communications Agreement will apply to the supply of mobile services to you by Acuity Communications once you have successfully ported your mobile number to Acuity Communications.

4. If your mobile number cannot be ported to Acuity Communications then your application to become a mobile customer will be cancelled and you will not become a mobile customer. Alternatively, you may accept a new mobile number from Acuity Communications, and your use of that number.

5. You acknowledge that:

a. Only your mobile number ports to Acuity Communications. Existing value added services (including voice mail, SMS, paging or facsimile services) provided by your current mobile service provider may be lost and new value added services will be provided by or on behalf of Acuity Communications.

b. There may be costs and obligations associated with porting your mobile number away from your current mobile

service provider and you may lose any remaining pre-paid call credits if you port from a pre-paid mobile service.

c. You may have an ongoing contract with your current mobile service provider which requires the payment of cancellation and/or terminations fees to that mobile service provider if you port to Acuity Communications.

d. Regardless of whether your mobile number is successfully ported to Acuity Communications, you will still be responsible for any amounts owing to your current mobile service provider.

e. Your current mobile service provider may or may not disconnect your existing mobile service and/or value added services.

f. If you are porting between Optus or Vodafone or any other mobile platform, you may need to purchase a new handset.

g. If you intend to use your existing handset, you may need to get it unlocked or reprogrammed prior to porting. You may also need to get a new handset.

h. You may withdraw your authority to port at any time before your current mobile service provider sends Acuity Communications a Port Cutover Notification Confirmation. If you withdraw your authority to port, your application to become an Acuity Communications mobile customer will be cancelled.

6. Acuity Communications does not warrant that it will port your mobile number from your current mobile service provider or that your number will be ported to Acuity Communications within any specified timeframe. Your current mobile service provider may reject the request to port if the information you provide is incorrect or does not match the data held by them. In this case, Acuity

Communications reserves the right to correct the information and resubmit the request to port or dispute the rejection by your current mobile service provider.

Additionally, a request to port may be rejected if:

- a. the request is for a non-portable mobile number - eg, a cancelled mobile number; the MNP Code requires the request to be rejected; or
- b. Acuity Communications cannot otherwise provide porting for that mobile number in the circumstances.

We are not liable to you for any direct or indirect loss or damage that you may suffer due to a failure or delay in the porting process that was due to matters outside our control including the acts or omissions of another service provider.

If you wish to port your mobile number from Acuity Communications to another mobile service provider, then you must contact that other provider to implement the port.

Acuity Communications reserves the right to charge for porting your mobile number to or from Acuity Communications.