

Aussie Broadband Telco Services - Mobile Service Description

1. About our Mobile Service Description

- 1.1 This document applies to Customers who procure Mobile Services from us and should be read in conjunction with our Standard Form of Agreement (**SFOA**).

2. Our Mobile Service

- 2.1 Energy Telco Pty Ltd (ABN 98 694 875 888) trading as Aussie Broadband Telco Services Telco Services (**Aussie Broadband Telco Services**) uses Optus' 5G and 4G 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 potential value-added services; and
- c. the use of a mobile phone number

- 2.3 Your ability 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 may be required to obtain our express authorisation to use your SIM card in countries other than Australia. In some circumstances we may also require you to provide some form of security, such as a security deposit, before we allow you to access those services.

- 2.4 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 outbound calls and SMS/MMS you make while roaming outside of Australia, as well as for any mobile data used (both upload and download). 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. These charges for usage vary depending on the overseas location you are in at the time and the type of usage. To get a full list of locations

in Zone 1, 2, or 3, as well as pricing for roaming usage in each of the Zones, please see our website or check the AGL app.

- 3.3 For locations in Zone 1 all mobile data usage, calls, and SMS to other Zone 1 locations or to Australia will be billed under roaming day packs. In Zone 2 and 3 destinations, this usage will instead be billed as PAYG. Section 10 below details further information relating to international mobile roaming.

4. Connecting your Mobile Service

- 4.1 If you wish to apply for an Aussie Broadband Telco Services mobile service you must complete an application either over the phone 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 (transfer) an existing mobile phone number away from another mobile service provider, 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 Aussie Broadband Telco Services 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 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 For physical SIM cards, 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 may be required to 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 For electronic SIM cards (eSIM), we will provide you the ability to install the eSIM via a direct download or via scanning the supplied barcode. It is your responsibility to ensure that your device is compatible with an eSIM.

7.3 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.

7.4 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 usage and charges for your service up until the time you tell us that your SIM card is lost or has been stolen.

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

8. Handset Blocking

8.1 We are able to block your handset's IEMI number on the network or other Australian networks if you have advised us that you lost your handset.

8.2 We are also able to disable your SIM card if you have advised us that you lost your handset, potentially reducing your exposure to calls being made on your account.

9. Data Usage

9.1 All Aussie Broadband Telco Services mobile services include a data component with an included allowance.

- 9.2 All mobile services are automatically enabled with data sharing with any other mobile service/s on the same Aussie Broadband Telco Services account. You cannot opt out of this.
- 9.3 Data sharing is available for all voice & data or data only mobile services on the same account. All services sharing data must be mobile services with Aussie Broadband Telco Services SIMs. 5G plans with capped speeds will pool with other 5G plans with capped speeds and existing 4G plans (Saver, Value & Essential). Full speed 5G plans will only pool with other full speed 5G plans (Premium & Elite).
- 9.4 If you exceed the included data allowance on your data pool or individual mobile plan (if no data pool on your account), your data speed will slow to 1.5 Mbps for all services in the pool or for the individual services (as applicable). No excess data charges will be applied. You can change your plan at any time via the AGL app, or by calling us.
- 9.5 You can monitor your data usage on the AGL app. Please note there can be a 48 hour delay between when you use the data and when it will be recorded on our usage website.
- 9.6 Unused data does not rollover from month to month.

10. International Mobile Roaming (IMR)

- 10.1 To enable IMR for your mobile service, you can do so via the AGL app, or by contacting our support team over email, live chat, or phone call. IMR is disabled by default for all new activations. You can also disable IMR through the same process.
- 10.2 For IMR to be enabled for a mobile service, that service must be active, and you must have your contact preferences selected with valid contact details so we can send you notifications related to your IMR usage.
- 10.3 Overseas locations that support IMR are categorised into Zone 1, Zone 2, or Zone 3. Not all overseas locations are available for use with our IMR service. If a location is not listed, we are unavailable to provide an IMR service in that location and you may need to find an alternate provider.

- 10.4 The supported locations listed under Zone 1, Zone 2, or Zone 3, may change without notice. Please refer to the IMR information on our website or via the AGL app before travelling.
- 10.5 For locations in Zone 1, Day Packs will be available for use and automatically applied to your service when we detect any outbound voice or video calls, any outbound SMS/MMS, or any mobile data upload/download usage. The cost per day pack is AUD \$5.00 and will be added onto your next invoice. The day pack will last for 24 hours from activation and includes unlimited calls & texts to standard phone national or international numbers across Zone 1, 2, or 3, (including Australia) and also includes 5GB of mobile data (uploads and downloads count towards this inclusion). Using more than 5GB of data within the 24 hours will expire the current pack and trigger a new day pack to be generated for 24 hours, adding another AUD \$5.00 charge.
- 10.6 Any unused inclusions in a day pack do not roll over.
- 10.7 For locations in Zone 2, all outbound voice or video calls, all outbound SMS/MMS, and all mobile data upload/download usage will be charged as PAYG. Some locations may not have mobile data availability and will be flagged as such. We recommend minimising your mobile usage in zone 2 locations due to the potential high costs that using this service can accrue.
- 10.8 For locations in Zone 3, all outbound voice and video calls, all outbound SMS/MMS, and all mobile data upload/download usage will be charged as PAYG. Some locations may not have mobile data availability and will be flagged as such. It is highly recommended that you use an alternate service if you are needing a voice and/or data product in these locations due to the potential high costs that using this service can accrue.
- 10.9 To help you manage your spending, we have implemented some spend management tools for when you are using IMR.
- (a) When connecting to a Zone 1, Zone 2, or Zone 3 destination for the first time we will send you pricing information via your preferred contact method/s. We will re-send this information every 14 days or if we detect you have travelled to a new Zone.

- (b) When using any included value packs for zone 1 (e.g. the day pack), you will be sent notifications via your preferred contact method/s when any of the limited inclusions hits 50/85/100% usage.
- (c) When using your service in a Zone 2 or Zone 3 location, if your service accrues approximately AUD \$100 in PAYG charges, we will notify you via your preferred contact method/s, and for every \$100 increment accrued after that.
- (d) When your service hits your IMR PAYG account limit, we will notify you of the limit being reached and disable IMR to help mitigate further costs. This account IMR PAYG limit is \$500 by default, and can be increased or decreased by contacting our support team.

Mobile Number Portability (MNP)

- 11.1 We provide an MNP service as an option for you changing your mobile service provider.
- 11.2 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.
- 11.3 If you Port away from us, you will continue to be responsible for any outstanding amounts owing to us on your account.
- 11.4 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.

12. Calling number display

- 12.1 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.

13. Eligibility Requirements

- 12.1 You do not need to purchase any other service with Aussie Broadband Telco Services to be eligible for a mobile service.
- 12.2 Customers who have a poor credit history (with Aussie Broadband Telco Services or other companies) may be refused a service.

14. Acceptable and Fair Use Policy

- 14.1 Mobile plans which have “all included” calls and SMS are subject to our acceptable fair use policy, available on the website.
- 14.2 Customers who use their services excessively may be subject to having their account suspended or disconnected. We will make reasonable efforts to contact you before disconnecting your service to allow you to remedy the breach.
- 14.3 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.

15. Definitions

- 15.1 In this document, the following words and abbreviations have the following meanings:

Data sharing (also known as data pooling) is the ability for mobile services on the same account to have access to a shared data pool consisting of the total monthly data allowance of these services. This is automatically enabled for all mobile plans for data usage within Australia.

Equipment Identity Register means the GSM equipment identity register database, which contains information on the identity of mobile equipment to prevent calls from stolen, unauthorised 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

IMR means International Mobile Roaming, and refers to the ability to use your mobile service supplied by us in certain international locations.

MMS means Multimedia Messaging Service.

Mobile Number Portability (MNP) means the ability to Port a mobile telephone number as described in clause 11.

Mobile Service means any of Aussie Broadband Telco Services' mobile telephone services which access Optus' 5G and 4G networks.

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

PAYG means Pay As You Go, referring to charges being generated as you use the service, with each type of usage generating different charges (e.g. Voice calls charge \$X.XX per minute, SMS charges \$X.XX per 160 characters per message).

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 using our IMR functionality.

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

SIM means the physical or electronic card used to provide you with the mobile service.

SMS means Short Messaging Service.

WAP means Wireless Application Protocol.

Important Customer Information: Your Rights and Obligations re Mobile Porting

Mobile Porting Technical Specifications

1. You may be able to port your mobile number from your current mobile service provider to Aussie Broadband Telco Services 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
2. Aussie Broadband Telco Services 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), you may obtain a copy of this by visiting 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 Aussie Broadband Telco Services' SFOA will apply to the supply of mobile services to you by Aussie Broadband Telco Services once you have successfully ported your mobile number to Aussie Broadband Telco Services.
4. If your mobile number cannot be ported to Aussie Broadband Telco Services then your application to become a mobile customer will be cancelled and you will not become a mobile customer. Alternatively, you may choose a new mobile number from Aussie Broadband Telco Services.
5. You acknowledge that:
 - a. Only your mobile number ports to Aussie Broadband Telco Services. 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 Aussie Broadband Telco Services.
 - 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 Aussie Broadband Telco Services. Any such fees are your responsibility.
 - d. Regardless of whether your mobile number is successfully ported to Aussie Broadband Telco Services, 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 transferring your service to us from another mobile provider you may need to purchase a new handset, or get it unlocked by your previous provider (if it is locked to the provider).
 - g. If you intend to use your existing handset, you may need to get it unlocked or reprogrammed prior to porting. If this is required, you may need to contact the handset manufacturer. We are unable to assist with this. 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 Aussie Broadband Telco Services a Port Cutover Notification Confirmation. If you withdraw your authority to port, your application to become an Aussie Broadband Telco Services mobile customer will be cancelled.

- 6. Aussie Broadband Telco Services does not warrant that it can port your mobile number from your current mobile service provider or that your number will be ported to Aussie Broadband Telco Services 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, Aussie Broadband Telco Services 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;
 - b. the MNPCode requires the request to be rejected; or
 - c. Aussie Broadband Telco Services cannot otherwise provide porting for that mobile number in the circumstances.

- 7. 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.

- 8. If you wish to port your mobile number from Aussie Broadband Telco Services to another mobile service provider, then you must contact that other provider to implement the port.

- 9. Aussie Broadband Telco Services reserves the right to charge for porting your mobile number to or from Aussie Broadband Telco Services.