

Jeenee Mobile Consumer Terms

Please read these terms carefully as they may have important consequences for you

1 About these consumer terms	4
2 The agreement	4
2.1 The agreement	4
2.2 When does the agreement apply?	4
2.3 What happens if there is an inconsistency between the different parts of the agreement?	4
2.4 When does the agreement start?	4
2.5 When will we start providing the service to you under the agreement?	4
2.6 For how long will we provide the service to you in accordance with the agreement?	4
2.7 What happens at the end of the minimum term if the agreement is a fixed-length agreement?	5
2.8 Responsibility for persons who you allow to use the service	5
2A Changing the agreement?	5
2A.1 When can we make changes to fixed-length or non fixed-length agreements?	5
2A.2 What must we do if we make changes to fixed-length agreements?	5
2A.3 When do we consider that a change will impact you?	5
2A.4 What do we mean by notice in writing?	5
2A.5 What do we mean by fair terms?	5
2A.6 Changes that we can make to fixed-length agreements, even if the change impacts you	6
2A.7 Changes that are likely to benefit you or have a neutral or minor detrimental impact on you	7
2A.8 How can you change anything in the agreement?	7
3 Your application for the supply of the service	7
3.1 What is the service?	7
3.2 When may we refuse your application?	7
4 How we deal with your personal information	7
4.1 Collection, use and disclosure	7
4.2 Opting out	8
4.3 Gaining access to and correcting your personal information	8
4.4 Providing your personal information	8
4.5 Consent	8

5	Using the service	8
5.1	Connecting the service	8
5.2	Quality of the service	8
5.2a	Blocking Calls	8
5.3	Permitted uses of the service	8
5.4	Unusually high use	9
5.5	Compliance with third party rule	9
6	Equipment	9
7	Fault reporting and rectification	9
7.1	Maintenance on the network used to supply the service	9
7.2	Loss of access	9
8	Fees and charges	10
8.1	What are the fees and charges for using the service?	10
8.2	Types of fees and charges (including administration charges and other charges)	10
8.3	How do we calculate fees and charges?	10
8.4	Specials	10
8.5	Variable charges	10
9	Billing and payments	10
9.1	How often will we bill you?	10
9.2	Electronic billing/My Account	11
9.3	What will appear on your bill?	11
9.4	What types of payment methods may you use?	11
9.5	When must you pay your bill?	11
9.6	What happens if you do not pay your bill by the due date?	11
9.7	What happens if you have overpaid as a result of a billing error?	11
9.8	Taxes (including GST)	11
10	Complaints and disputes	12
10.1	Making complaints	12
10.2	Suspension of payment obligations	12
10.2a	Financial Hardship Policy	12
10.3	Complaints about loss of access to the service	12
11	Cancelling the service	12
11.1	Your right to cancel the service	12
11.2	Our right to cancel the service - non fixed-length agreement	13
11.3	Our right to cancel the service - non fixed-length agreement and fixed-length agreement	13
11.4	How can you cancel the service?	14
11.5	When will the service be cancelled?	14
11.6	What happens when the service is cancelled?	14

12 Suspending the service	14
12.1 Our rights to suspend the service	14
12.2 What happens when the service is suspended	15
13 What are you and we liable for	15
13.1 Your liability to us	15
13.2 Our liability to you	15
14 Assigning the agreement to a third party	16
14.1 How can we assign our responsibilities to a third party	16
14.2 How can you assign your responsibilities to a third party	17
15 General	17
15.1 Which laws and courts govern the agreement?	17
15.2 Intellectual property protections	17
15.3 What happens if you can't fulfil your obligations or we can't fulfil our obligations under the agreement because of an event outside your or our control?	17
15.4 What happens if you become a carrier or carriage service provider?	17
15.5 When do we waive a right we have under the agreement?	17
15.6 Payment of commission by us	18
15.7 Information about your rights	18
16 What do terms in the agreement mean?	18
16.1 Definitions	18
16.2 Interpretation	21

Please read these terms carefully as they may have important consequences for you.

1 About these consumer terms

- (a) These are Jeenee Mobile Consumer Terms. They set out our standard customer terms for consumers.
- (b) The meaning of the words printed like this is set out at the end of the consumer terms.
- (c) These consumer terms, together with your application, the service description, the standard pricing table and the appendices, forms the agreement with us. To understand your rights and obligations you need to read all of the documents that relate to you and the service you select.
- (d) The service description is a detailed description of each of the services Jeenee Mobile offers, including the different features, options and availability of a service.
- (e) The standard pricing table sets out the fees or charges we may charge you for your use of the service. It also contains other information such as eligibility criteria and specific details of any pricing plans and some specials we offer. Please check the standard pricing table carefully to see what fees and charges apply to your use of the service.
- (f) The appendices contain further information that may apply to your use of the service, such as details of certain call charges, our usage policies and some specials. The service description or standard pricing table will refer you to an appendix if it is relevant to your use of the service.
- (g) You may obtain a copy of the latest version of the consumer terms, service description, standard pricing table and appendices from us or on our website: <http://www.jeenee.org.au/Mobile/Terms>

2 The agreement

2.1 The agreement

- (a) The agreement is made up of:
 - (i) your application,
 - (ii) these consumer terms,
 - (iii) the service description,
 - (iv) the standard pricing table, and
 - (v) the appendices.
- (b) The agreement is either a fixed-length agreement or non fixed-length agreement.

2.2 When does the agreement apply?

The agreement applies if you are a consumer.

2.3 What happens if there is an inconsistency between the different parts of the agreement?

- (a) If anything in these consumer terms is inconsistent with a provision in another part of the agreement, then unless otherwise stated, the consumer terms prevail to the extent of the inconsistency.
- (b) Clause 13, 'What you and we are liable for', below prevails over all other terms.

2.4 When does the agreement start?

The agreement starts when we accept your application. Billing for each service will commence, once the service is initially set up and becomes ready to despatch.

2.5 When will we start providing the service to you under the agreement?

We will provide the service to you under the agreement from the service start date.

2.6 For how long will we provide the service to you in accordance with the agreement?

- (a) If the agreement is a non fixed-length agreement, we will provide the service to you in accordance with the agreement until the service is cancelled in accordance with clause 11, 'Cancelling the service', below.
- (b) If the agreement is a fixed-length agreement, we will provide the service to you in accordance with the agreement:
 - (i) for the minimum term, or
 - (ii) until the service is cancelled in accordance with clauses 11.1 or 11.3 below, or
 - (iii) if neither you nor we cancel the service at the end of the minimum term (see clause 2.7 below), until the service is cancelled in accordance with clauses 11.1 to 11.3 below.

2.7 What happens at the end of the minimum term if the agreement is a fixed-length agreement?

- (a) If the agreement is a fixed-length agreement and neither you nor we cancel the service at the end of the minimum term, the agreement becomes a non-fixed-length agreement and we will continue to supply the service to you on a month-to-month basis in accordance with the agreement.
- (b) If you do not wish to continue to use the service on a month-to-month basis after the end of the minimum term, you must inform us (in accordance with clause 11, 'Cancelling the service', below) by giving us 30 days notice before the end of the minimum term that you wish to cancel the service at the end of the minimum term.
- (c) If we choose not to provide the service to you after the end of the minimum term, we will give you notice of this (in accordance with clause 11, 'Cancelling the service', below) by giving you 30 days notice before the end of the minimum term.
- (d) If we wish to change the terms of the agreement, including any fees or charges, at the end of the minimum term, we will give you notice of this (in accordance with clause 2A below) before the end of the minimum term.

2.8 Responsibility for persons who you allow to use the service

You must ensure that any person you allow to use the service complies with the agreement as if they were you.

2A Changing the agreement?

2A.1 When can we make changes to fixed-length or non fixed-length agreements?

We can make any type of change to a fixed-length agreement or a non-fixed-length agreement if:

- (a) the change will benefit or will not adversely affect you;
- (b) you agree to the change; or
- (c) we:
 - (i) reasonably expect the change to adversely affect you; and
 - (ii) give you reasonable notice of the change; and,
 - (iii) if your agreement is a fixed-length agreement, we also make sure that we comply with our obligations set out below.

2A.2 What must we do if we make changes to fixed-length agreements?

- (a) Generally, if we make a change to a fixed-length agreement which impacts you and it is not of the type listed in clauses 2A.6 or 2A.7 below, we must give you notice in writing of the change on fair terms and the right to cancel the service.
- (b) If we make a change to a fixed-length agreement which is of the type listed in clauses 2A.6 or 2A.7 below, we must comply with our obligations set out in clauses 2A.6 or 2A.7.

2A.3 When do we consider that a change will impact you?

We consider that a change will impact you if you have used or been billed for the service affected by the change during the 6 months before our notice and we consider that the change will have more than a minor detrimental impact on you.

2A.4 What do we mean by notice in writing?

When we have to give you notice in writing under clause 2A.5 below of a change to the agreement, we can do so by giving it to you in person, sending it to you by mail or to your email address (if you have agreed to allow us to tell you about changes to the agreement by email), by bill message or bill insert.

2A.5 What do we mean by fair terms?

- (a) When we have to give you notice of a change on fair terms, we will:
 - (i) give you 21 days notice in writing of the change before the change occurs, and
 - (ii) offer you the right to cancel the service within 42 days from the date of our notice in writing.

- (b) If you choose to cancel the service under clause 2A.5(a)(ii) above,
- (i) we will cancel the service on the date on which you notify us that you wish to cancel the service (which must be within 42 days from the date of our notice in writing)
 - (ii) you will only have to pay
 - (A) your usage charges or access fees (incurred to the date on which you notify us you wish to cancel the service) and
 - (B) any outstanding amounts that cover installation costs or equipment charges (in relation to equipment that can be used in connection with services provided by any third party).
- (c) If you have overpaid for the service because
- (i) the service is cancelled during a billing cycle; or
 - (ii) the change related to a price increase that became effective prior to the date your service was cancelled

then your account (if you continue to have any account with us) will be credited with the amount you have overpaid, or if you have stopped obtaining the service, we will use reasonable endeavours to notify you that you have overpaid and refund the overpayment.

2A.6 Changes that we can make to fixed-length agreements, even if the change impacts you.

- (a) If the agreement is a fixed-length agreement, we can make changes to the agreement even if they impact you,
- (i) if the change is required by law or is in relation to a fee or charge to account for a tax imposed by law and it is fair and reasonable for us to do so. If we expect the change to adversely affect you, we will whenever possible, try to give you at least 21 days notice in writing of the change.

We would consider it fair and reasonable for us to make a change to the agreement to account for a tax imposed by law, if the tax imposed is directed at you, the end-user and relates to your use of, and charges you must pay us for use of, the service. An example of this would be where we pass on to you an increase in the rate of a transaction tax, such as GST or stamp duty.

We would not consider it fair and reasonable to pass on a tax imposed by law if the tax imposed is directed at us, the supplier, and affects the cost to us of supplying the service to you.
- (b) If the agreement is a fixed-length agreement, we can make changes to the agreement, if the change is in relation to a fee or charge for a service ancillary to the supply of the service (for example, a billing fee or credit card transaction fee). If the change impacts you we will offer you:
- (i) use of a reasonable alternative at no fee or charge, or
 - (ii) a right to cancel the service without incurring fees or charges other than usage charges and access fees (incurred to the date on which the service is cancelled, which is the date on which you notify us you wish to cancel the service),
- (c) If the agreement is a fixed-length agreement, we can make changes to the agreement, if the change is to increase the price of a content or premium service (where we are passing on an increase in the cost charged to us by the supplier who supplies that content service or premium service to us). If the change impacts you we will:
- (i) wherever possible, still try to give you at least 21 days notice in writing of the increase in price if you have used the content or premium service within the previous six (6) months, and
 - (ii) allow you to elect to not use the content or premium service without attracting any additional charges,
- (d) If the agreement is a fixed-length agreement, we can make changes to the agreement, if the change is a result of another carrier or service provider varying their agreement with us so that we need to make changes to the agreement. If the change impacts you we will :
- (i) whenever possible, still try to give you at least 21 days notice in writing of the change , and
 - (ii) give you 42 days from the date of the notice in which you may cancel the service without incurring fees or charges other than:
 - (A) usage charges or access fees (incurred to the date on which you notify us you wish to cancel the service), and
 - (B) any outstanding amounts that cover installation costs or equipment charges (in relation to equipment that can be used in connection with services provided by any third party).

2A.7 Changes that are likely to benefit you or have a neutral or minor detrimental impact on you

- (a) We can make changes to a fixed-length agreement relating to the characteristics of the service (including price) if the change is likely to benefit you or have a neutral or minor detrimental impact on you.
- (b) If you can demonstrate that such a change has had more than a minor detrimental impact on you and the change is not of a type described in paragraph 2A.6 we:
- (i) will offer you the right to cancel the service without incurring fees or charges other than:
- (A) usage charges or access fees (incurred to the date on which the service is cancelled, which is the date on which you notify us you wish to cancel the service), and
 - (B) any outstanding amounts that cover installation costs or equipment charges (in relation to equipment that can be used in connection with services provided by any third party); and
- (ii) may offer you an alternative remedy to address the impact the change has had on you. Some examples of a change that would benefit you:
- if we decrease a call charge or access fee; or
 - if we offer a new feature of the service.

Some examples of a change that we consider would have a minor detrimental impact on you:

- Withdrawing a minor feature of the service;
- Changing the content available with your service;
- a small increase in a content charge.

An example of a change that would have a neutral impact on you would be changing the URL or website address for accessing information using the service.

2A.8 How can you change anything in the agreement?

Unless expressly allowed in the agreement, you cannot make any changes to the agreement without first obtaining our consent.

3. Your application for the supply of the service

3.1 What is the service?

The service you have selected is detailed in the service description.

3.2 When may we refuse your application?

We may refuse your application if:

- (a) you do not provide satisfactory proof of identification,
- (b) you do not meet the eligibility criteria for the service,
- (c) the service is not available at the location where you wish to acquire the service, or
- (d) you do not have an appropriate credit rating.

4 How we deal with your personal information

4.1 Collection, use and disclosure

- (a) We may collect, use and disclose personal information about you, to decide whether to start, stop or limit supply to you of personal credit, the service or any other products and services we may supply to you.
- (b) We may collect, use and disclose personal information about you (which may include, for example, numbers called, time of call, location of call) for purposes related to the supply of the service (or for purposes which would be reasonably expected) including billing and account management, business planning and product development, and to provide you with information about promotions, as well as other products and services that we may offer to you.
- (c) We may collect, use and disclose personal information about you (which may include, for example, numbers called, time of call, location of call) for the purposes in paragraphs (a) and (b) above to or from:
- (i) a credit reporting agency or credit provider,
 - (ii) third parties who are not related to us, including our agents, dealers, contractors and franchisees,
 - (iii) suppliers who need access to your personal information to provide us with services to allow supply of the service, and

- (d)** We may be permitted or required by applicable laws to collect, use or disclose personal information about you (which may include, for example, numbers called, time of call, location of call), including to:
 - (i)** the operator of the Integrated Public Number Database (IPND), which is an industry wide database of all public number customer data,
 - (ii)** emergency services organisations, and
 - (iii)** to law enforcement agencies and government agencies for purposes relating to the enforcement of criminal and other laws.
- (e)** You consent to allow us to disclose to Optus (or its related bodies corporate) the your details including information relating to the affairs or personal particulars (including any listed or unlisted telephone number, address and account history) or carriage services supplied to you.
- (f)** You consent to allow Optus (or its related bodies corporate) to use that information in order to facilitate the supply of carriage services to the you by us or by Optus and for marketing purposes.

4.2 Opting-out

If you wish to only receive communications that are account-related or legally required, you may request not to receive other communications (that is, you may 'opt out'). You will need to contact the Jeenee Help Centre to make a request to opt-out. We will not charge you for processing a request to opt-out.

4.3 Gaining access to and correcting your personal information

If you are an individual, you are entitled to:

- (a)** gain access to your personal information held by us, unless we are permitted or required by any applicable law to refuse such access, and
- (b)** correct any personal information held by us.

4.4 Providing your personal information

If you do not provide part or all of the personal information we request, then we may refuse to supply, or limit the supply to you of, personal credit or the service.

4.5 Consent

By providing your personal information to us and obtaining the service, you acknowledge and consent to the collection, use and disclosure of your personal information as set out in this clause 4 and in accordance with our privacy policy. You may obtain a copy of our privacy policy from us or on our website: www.jeenee.org.au/privacy

5 Using the service

5.1 Connecting the service

You must reasonably co-operate with us to allow us, or a supplier, to establish and supply the service to you safely and efficiently. If you do not do so, we may be entitled to cancel the service under clause 11.3(a)(v) or 11.3(a)(vi) or suspend the service under clause 12.1(a)(vii) or 12.1(a)(viii).

5.2 Quality of the service

We will provide the service to you with due care and skill. In the event of unexpected faults we will use reasonable endeavours to ensure the service is restored as soon as possible.

5.2A Blocking Calls

We may block access to a number (other than an emergency service number) if we reasonably require this to be done for technical, operational or commercial reasons.

5.3 Permitted uses of the service

- (a)** When you use the service, you must comply with:
 - (i)** all laws,
 - (ii)** all directions by a regulator,
 - (iii)** all notices issued by authorisation of or under law (for example, under the Copyright Act 1968 (Cth)), and
 - (iv)** reasonable directions by us.
- (b)** You must not use, or attempt to use, the service:

- (i) to break any law or to infringe another person's rights (including damaging any property or injuring or killing any person or infringing someone's copyright),
 - (ii) to transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing or unwanted,
 - (iii) to expose us to liability, or
 - (iv) in any way which damages, interferes with or interrupts the service, the Jeenee Mobile network or a supplier's network used to supply the service.
- (c) We may ask you to stop doing something which we reasonably believe is contrary to paragraph (b) above. You must immediately comply with any such request. If you do not, then we may take any steps reasonably necessary to ensure compliance with paragraph (b) above or the request.
- (d) You acknowledge that, where the service is a carriage service, we, or any supplier whose network is used to supply the service, may be required to intercept communications over the service and may also monitor your usage of the service and communications sent over it.
- (e) If you do not comply with this clause 5.3, we may be entitled to cancel the service under clause 11.3(a) (v) or (vi) or suspend the service under 12.1(a)(vii) or (viii).

5.4 Unusually high use

We may contact you if we become aware of an unusually high use of the service by you (including to verify any costs or charges which you may have incurred) however we are under no obligation to do so. For example, if you suddenly make an unusually high volume of calls to international destinations using the service we may contact you to determine whether that use is likely to continue. If so, we may ask you to make a pre-payment usage charge under clause 8.2(b). Please note that we may also be entitled to suspend the service under clause 12.1(a)(iv) for an unusually high use of the service.

5.5 Compliance with third party rules

When you use the service it is your responsibility to comply with any rules imposed by any third party whose content or services you access using the service or whose network your data traverses.

6 Equipment

- (a) If you use your own equipment in connection with the Services (for example, you own the mobile telephone), you must ensure that your equipment:
- (i) complies with all relevant laws and directions of relevant authorities; and
 - (ii) complies with all of our reasonable requirements.
- (b) If your equipment does not meet the requirements of this Agreement, we may, without notice to you:
- (i) prevent access by your equipment to the Service;
 - (ii) suspend your access to the Service; or
 - (iii) cancel the Service and terminate this Agreement.

7 Fault reporting and rectification

7.1 Maintenance on the network used to supply the service

- (a) If you experience any problem, disruption or other fault with the Service, you may report the problem, disruption or fault to us on 1300 054 631.
- (b) We will investigate, or arrange for our suppliers to investigate, each reported fault and will take an action necessary to rectify the fault.

7.2 Loss of access

If the fault results in a significant loss of access to, or use of the service, you should check if you are entitled to a refund or rebate under clause 10.3 below. You may also be entitled to cancel the service under clause 11.1(a)(ii)(A) below.

8 Fees and charges

8.1 What are the fees and charges for using the service?

- (a) You must pay:
 - (i) the fees and charges for the service, which are set out in the standard pricing table or in any applicable special, and
 - (ii) any additional fees and charges noted in the agreement (including in your application) or notified by us in accordance with the agreement from time to time.
- (b) You must pay all fees and charges which are incurred for the service even if you did not authorise its use.
- (c) You must pay the fees and charges for the service even if the service is unavailable or you are unable to access the service. You will be entitled to a refund or a rebate under clause 10.3 below if:
 - (i) you suffer a significant loss of access to, or use of, the service, and
 - (ii) the loss was not as a result of circumstances reasonably attributable to you or equipment that we are not responsible for, such as equipment that is owned by you or is not provided by us for you to use in connection with the service.

8.2 Types of fees and charges (including administration charges and other charges)

- (a) In addition to the fees and charges you incur in the normal use of the service (including an access fee, where applicable), we may charge you for an administration fee and other similar charges. These costs may include suspension fees or cancellation fees, late payment fees, payment dishonour fees and reconnection or reactivation fees. These charges are set out in the standard pricing table for your service.
- (b) We may also ask you to make a pre-payment usage charge or request that you make an interim good-faith payment (including, for example, if there has been an unusually high use of the service).

8.3 How do we calculate fees and charges?

- (a) To calculate fees and charges we look at billing information generated or received by us.
- (b) If you use the services of a third party, you will be billed at the third party's applicable rates and charges. We may bill you for your use of the services of a third party, acting in our capacity as that third party's billing agent only.

8.4 Specials

- (a) We may offer you a special from time to time (including a special in relation to a particular pricing plan).
- (b) We will notify you of any specials offered to you either through general advertising or by specifically advising you. The terms of each special will either be set out in the standard pricing table for the relevant service, in an appendix, in advertising material or you will be advised separately in writing.
- (c) A special may be an offer to vary the price or the terms of supply (including the minimum term), and it may be subject to certain conditions.
- (d) If you validly accept a special, the terms of the special will prevail to the extent that the terms of the special are inconsistent with the terms of the agreement. Otherwise, the terms and conditions of the agreement continue to apply.
- (e) After the special expires, we may end the special and the full terms and conditions of the agreement will apply.

8.5 Variable charges

- (a) Some fees and charges for the service are subject to variation, such as charges relating to:
 - (i) content or premium services.
- (b) As we do not offer roaming services you should contact us before travelling overseas

9 Billing and payments

9.1 How often will we bill you?

We will bill you on a regular basis (either in advance or in arrears), unless otherwise set out in the service description.

9.2 Electronic billing / My Account

- (a) Your Bill will be provided to you in an electronic format only. We will not provide you with paper bills. Your bill can be accessed through the My Account section at www.jeenee.org.au/myjeeneemobile.
- (b) You will be automatically issued with a user account as part of your service.
- (c) We will not charge you for access to your Bill online.

9.3 What will appear on your bill?

- (a) We will try to include on your bill all charges for the relevant billing period. However, this is not always possible and we may include these unbilled charges in a later bill(s).
- (b) We may place your service on a single bill with one or more other services that you have with us.
- (c) You will be able to view fully itemised and detailed charges in your My Account online bill.

9.4 What types of payment methods may you use?

- (a) You may pay by one of the payment methods as set out in the “How to Pay” section of your bill or on our websites.
- (b) We may charge a payment processing fee if you choose to use a credit, charge or debit card to pay your bill
- (c) If your payment is not honoured (for example, in the case of insufficient funds for direct debit or credit card payment, or a dishonoured cheque), we may charge you a fee.

9.5 When must you pay your bill?

Subject to clause 10.2, you must pay the entire amount billed by the due date specified in the payment notification, bill or as otherwise notified by us.

9.6 What happens if you do not pay your bill by the due date?

If you do not pay your bill by the date the payment is due, we may:

- (a) charge you a late fee. You should see the relevant standard pricing table for the service concerned to check the late fee that applies;
- (b) suspend or cancel the service, in accordance with clause 11 or 12 as relevant or the relevant service description. If we suspend or cancel the service, we may charge you a suspension fee or cancellation fee. If the service is cancelled and the service disconnected or deactivated, you may have to pay a reconnection or reactivation fee for the reconnection or reactivation of the service. You should see the relevant standard pricing table for the service concerned to check what fees apply, and if fees do apply, what that fee is;
- (c) engage a mercantile agent to recover the money you owe us. If we engage a mercantile agent, we may charge you a recovery fee;
- (d) institute legal proceedings against you to recover the money you owe us. If we institute legal proceedings, we may seek to recover our reasonable legal costs reasonable incurred; and
- (e) on-sell any unpaid amounts to a third party. If we do this, any outstanding amounts will be payable to that third party.

9.7 What happens if you have overpaid as a result of a billing error?

If you have overpaid as a result of a billing error:

- (a) your account will be credited with the amount you have overpaid, or
- (b) if you have stopped obtaining the service, we will use reasonable endeavours to notify you that you have overpaid and refund the over payment.

9.8 Taxes (including GST)

- (a) Unless otherwise indicated, the fees and charges set out in the agreement include any amount on account of tax.
- (b) Where the fees and charges do not include an amount on account of tax, if any tax is payable by us in relation to, or on any supply under or in connection with the agreement, we will increase the tax exclusive fees and charges by an additional amount on account of the tax. You must pay the additional amount at the same time you pay the fees and charges. This applies where the tax, such as GST, is directed at, and imposed on, you, the end-user.

10 Complaints and disputes

10.1 Making complaints

- (a) If you have any complaints in connection with the service, you may complain in writing (including by completing our complaints form on our website: www.jeenee.org.au) or by calling us.
- (b) We will handle your complaint in accordance with our complaints procedure. You may obtain a copy of this procedure from us or on our website www.jeenee.org.au
- (c) We will use our best endeavours to resolve your complaint, however if we are not able to resolve your complaint to your satisfaction, you can take your complaint through other avenues, such as the Telecommunications Industry Ombudsman, the Department of Fair Trading or Department of Consumer Affairs in your state or territory.

10.2 Suspension of payment obligations

Where your complaint is about a fee or charge for the use of the service, provided we reasonably believe your complaint is bona fide, we will

- (a) in most cases suspend payment obligations, for that fee or charge only, until the complaint has been investigated and resolved, or
- (b) if you pay by direct debit, protect your account and reverse any incorrect fees or charges that have been applied to your account, once the complaint has been investigated and resolved.

All other fees and charges that are not in dispute are due and payable.

10.2A Financial Hardship Policy

The Jeenee Mobile Financial Hardship Policy contains information about how we can assist customers who are experiencing financial hardship. You can see and print a copy at www.jeenee.org.au/Mobile/Terms

10.3 Complaints about loss of access to the service

Where your complaint is about a significant loss of access to, or use of, the service and the loss was not as a result of circumstances reasonably attributable to you or equipment that we are not responsible for, such as equipment that is owned by you or is not provided by us for you to use in connection with the service, you

- (a) will be entitled to a refund or a rebate of any access fees for the period in which your access or use was interrupted (including when an intervening event occurs). The service description may set out the way in which any rebate or refund is calculated; and
- (b) may be entitled to cancel the service under clause 11.1(a)(ii)(A) below.

You should contact customer service to lodge your complaint.

11 Cancelling the service

11.1 Your right to cancel the service

- (a) You may cancel the service at any time by:
 - (i) giving us 30 days notice (please note that you are required to give us this notice if you do not wish to continue to use the service after the end of the minimum term of a fixed-length agreement, otherwise we will continue to supply the service to you – see clause 2.7(b) above), or
 - (ii) giving us notice, if:
 - (A) we breach a material term of the agreement and we cannot remedy that breach, including where there are prolonged or repeated interruptions to your access to or use of, the service and the loss was not as a result of circumstances reasonably attributable to you or equipment that we are not responsible for, such as equipment that is owned by you or is not provided by us for you to use in connection with the service; or
 - (B) we breach a material term of the agreement and we can remedy that breach, but we do not remedy that breach within 30 days after you give us notice requiring us to do so; or
 - (C) any intervening event prevents the supply of the service in accordance with the agreement for more than 14 days.

(b) If the agreement is an unsolicited consumer agreement regulated by the unsolicited consumer agreement provisions of the Australian Consumer Law, you may also cancel the service

- (i)** before the end of the cooling-off period which is:
 - (A) if the agreement was negotiated otherwise than by telephone - the period of 10 business days from and including the first business day after you signed your application; or
 - (B) if the agreement was negotiated by telephone – the period of 10 business days from and including the first business day after you received written confirmation from us of your application;
- (ii)** in accordance with any additional termination rights you may have relating to unsolicited consumer agreements under the Australian Consumer Law. Details about these additional rights to cancel the agreement are set out in the information provided to you with your application.

(c) If the agreement is a fixed-length agreement, you may also cancel the service in accordance with clause 2A above. Clause 2A sets out the circumstances which give you the right to cancel the service if we change the agreement.

11.2 Our right to cancel the service - non fixed-length agreement

If the agreement is a non fixed-length agreement, we may cancel the service at any time by giving you at least 30 days notice.

11.3 Our right to cancel the service - non fixed-length agreement and fixed-length agreement

(a) We may cancel the service at any time if:

- (i)** there is an emergency,
- (ii)** we reasonably suspect fraud by you or any other person in connection with the service,
- (iii)** any amount owing to us in respect of the service (which is not the subject of a valid dispute under clause 10.2 above) is not paid by its due date and we give you notice requiring payment of that amount and you fail to pay that amount in full within ten (10) business days after we give you that notice, unless otherwise set out in the agreement,
- (iv)** we reasonably consider you a credit risk because you have not paid amounts owing to us (which is not the subject of a valid dispute under clause 10.2 above) in respect of any service by its due date and you are given notice requiring payment of that amount and you fail to pay that amount in full within the required period,
- (v)** you breach a material term of the agreement (including for the avoidance of doubt, but not limited to, clauses 5.1 and 5.3 above or your obligations relating to the use of the service set out in the service description or otherwise misuse either the service (for example in breach of the Jeenee Mobile Fair Go Policy or breach clause 5.1 and 5.3. above) and you cannot remedy that breach,
- (vi)** you breach a material term of the agreement (other than a breach which separately gives rise to rights under this clause) (including for the avoidance of doubt, but not limited to, clauses 5.1 and 5.3 above or your obligations relating to the use of the service set out in the service description or otherwise misuse either the service (for example in breach of the Jeenee Mobile Fair Go Policy) and you can remedy that breach, and you do not remedy that breach within 30 days after we give you notice requiring you to do so,
- (vii)** we are required to do so to comply with an order, instruction, request or notice of a regulator, an emergency services organisation, any other competent authority or by authorisation of or under law (for example, under the Copyright Act 1968 (Cth)),
- (viii)** you suffer an insolvency event and we reasonably believe we are unlikely to receive payment for amounts due,
- (ix)** you die or if you are a partnership and the partnership is dissolved or an application is made to dissolve the partnership, and we reasonably believe we are unlikely to receive payment for amounts due,
- (x)** the service is suspended for more than 14 days, unless otherwise set out in the agreement,
- (xi)** any intervening event prevents the supply of the service in accordance with the agreement for more than 14 days, or
- (xii)** we are otherwise entitled to do so under the agreement.

(b) In most circumstances, we will give you as much notice as we reasonably can before we cancel the service. However, in some circumstances, for example in an emergency or if we consider your use of the service is unreasonable and in breach of our Mobile Fair Go Policy, we may cancel the service without notice to you.

11.4 How can you cancel the service?

- (a) You can ask us to cancel the service by calling us. Your call will be notice to cancel the service.
- (b) You may also be able to cancel the service by electing to have an equivalent service to the service supplied by another carrier or carriage service provider (including, by churning). That carrier or carriage service provider will inform us that you have elected to have the relevant service supplied by them or have churned to them and we will cancel the service immediately.

11.5 When will the service be cancelled?

The service will be cancelled on the cancellation date. You will not be able to use the service after the cancellation date.

11.6 What happens when the service is cancelled?

- (a) The agreement terminates when the service is cancelled.
- (b) If the service is cancelled:
 - (i) you are liable for any charges incurred (including the cancellation fee, and outstanding equipment charges if any) up to, and including, the cancellation date (you should check the service description and standard pricing table for your service for details of any applicable cancellation fee). You will not be liable for any such charges under this subsection if you cancel the service in accordance with section 11.1(b)(i) above.
 - (ii) because an intervening event prevents the supply of the service in accordance with the agreement for more than 14 days (under clause 11.1(a)(ii)(C) or 11.3(a)(xi) above), you are liable for any charges incurred (including outstanding equipment charges if any) up to the cancellation date. However, unless it is fair and reasonable for us to do so, we will not charge you any cancellation fee in these circumstances
 - (iii) you authorise us to apply any over payment on your account and/or money that you have paid in advance for the service which is being cancelled to pay for any undisputed outstanding charges (including the cancellation fee, if any),
 - (iv) subject to paragraph (iii) above and unless otherwise set out in the service description (for example we may not refund or redeem for cash any unused prepaid credits on a pre-paid service), we will refund any over payment on your account and any money that you have paid in advance for the service which is being cancelled on a pro-rata basis to you, and
 - (v) if you are required under the service description to pay for the service by direct debit payment (either from your credit card or from your nominated bank account), you authorise us to debit any undisputed outstanding charges (including any cancellation fee, if any) from your credit card or bank account.
- (c) If the service is cancelled as a result of circumstances reasonably attributable to you:
 - (i) before the service start date, you must pay us all infrastructure and installation costs incurred by us in connection with preparations for supplying the service to you, and
 - (ii) during the minimum term, subject to clause 2A, you must pay us the cancellation fee.
- (d) If you wish to reinstate the service you should contact us. If the service is cancelled as a result of circumstances reasonably attributable to you and we reinstate the service, then you may have to pay us a reconnection or reactivation fee.
- (e) If you are able to use the service after the cancellation date, you are liable for any charges incurred by you for that use, in addition to any other charges under this clause 11.6.

12 Suspending the service

12.1 Our rights to suspend the service

- (a) We may suspend the service at any time, if:
 - (i) there is an emergency,
 - (ii) doing so is necessary to allow us or a supplier to repair, maintain or service any part of the Jeenee Mobile network or a supplier's network used to supply the service,
 - (iii) we reasonably suspect fraud by you or any other person in connection with the service,
 - (iv) we reasonably believe there has been an unusually high use of the service,
 - (v) any amount owing to us in respect of the service (which is not the subject of a valid dispute under clause 10.2 above) is not paid by its due date and we give you notice requiring payment of that amount and you fail to pay that amount in full within ten (10) business days after we give you that notice, unless otherwise set out in the agreement,

- (vi) we reasonably consider you a credit risk because you have not paid amounts owing to (which is not the subject of a valid dispute under clause 10.2 above) in respect of any service is not paid by its due date and you are given notice requiring payment of that amount and you fail to pay that amount in full within the required period,
 - (vii) you breach a material term of the agreement (including for the avoidance of doubt, but not limited to, clauses 5.1 and 5.3 above or your obligations relating to the use of the service set out in the service description or otherwise misuse either the service (for example in breach of the Jeenee Mobile Fair Go Policy) or breach clause Error! Reference source not found. above) and you cannot remedy that breach,
 - (viii) you breach a material term of the agreement (other than a breach which separately gives rise to rights under this paragraph) (including for the avoidance of doubt, but not limited to, clauses 5.1 and 5.3 above or your obligations relating to the use of the service set out in the service description or otherwise misuse either the service (for example in breach of the Jeenee Mobile Fair Go Policy) or breach clause Error! Reference source not found. above) and you can remedy that breach, and you do not remedy that breach within 30 days after we give you notice requiring you to do so,
 - (ix) we are required to do so to comply with an order, instruction, request or notice of a regulator, an emergency services organisation, any other competent authority or by authorisation of or under law (for example, under the Copyright Act 1968 (Cth)),
 - (x) problems are experienced interconnecting the Jeenee Mobile network with any supplier's network,
 - (xi) you suffer an insolvency event and we reasonably believe we are unlikely to receive payment for amounts due,
 - (xii) you die or if you are a partnership and the partnership is dissolved or an application is made to dissolve the partnership, and we reasonably believe we are unlikely to receive payment for amounts due, or
 - (xiii) we are otherwise entitled to do so under the agreement.
- (b) In most circumstances, we will give you as much notice as we reasonably can before we suspend the service. However, in some circumstances, for example in an emergency or if we consider your use of the service is unreasonable and in breach of our Mobile Fair Go Policy, we may suspend the service without notice to you.
- (c) If we suspend the service, we may later cancel the service for the same or a different reason.

12.2 What happens when the service is suspended

- (a) If the service is suspended, you will have to pay access fees for the service while it is suspended.
- (b) If the service is suspended and the suspension was not as a result of circumstances reasonably attributable to you or equipment that we are not responsible for, such as equipment that is owned by you or is not provided by us for you to use in connection with the service, you will be entitled to a refund or a rebate of any access fees for the period of suspension. You should contact customer service for your refund or rebate.
- (c) If the service is suspended as a result of circumstances reasonably attributable to you, you may have to pay us a suspension fee. You should check the relevant standard pricing table for the service concerned to see if a suspension fee applies.
- (d) If you wish to lift the suspension you should contact us.

13 What are you and we liable for

13.1 Your liability to us

- (a) You are liable to us for any breach of the agreement by you that causes foreseeable substantial loss to us.
- (b) You are not liable to us for any consequential losses we suffer or for any costs, expenses, loss or charges that we incur which are not a direct result of something you have done.

13.2 Our liability to you

- (a) We have responsibilities and obligations under the law, including under:
 - (i) the Telecommunications Legislation,
 - (ii) the Competition and Consumer Act, including the Australian Consumer Law,
 - (iii) applicable laws, regulations and codes.

Nothing in the agreement removes or limits any rights that you have under existing laws or regulations.

Your statutory rights as a consumer

Under the Australian Consumer Law, if you enter into an agreement to purchase goods or services from us which cost less than \$40,000 or are normally acquired for personal, domestic or household use and, in the case of goods, the goods are not re-supplied by you, certain consumer guarantees apply to those goods and services in relation to acts or omissions that occur on or after 1 January 2011 (consumer guarantees).

Consumer guarantees apply regardless of any express warranties to which you may be entitled under this agreement.

We guarantee that:

- goods are of acceptable quality (unless we specifically drew to your attention the reasons why the goods are not of acceptable quality);
- any express warranties will be honoured;
- you are buying goods that have clear title, that do not have undisclosed securities and with a right to undisturbed possession;
- you are buying goods that are fit for any disclosed purpose;
- you are buying goods that match the description, sample or demonstration model; and
- the services we supply are provided with due care and skill, are fit for any specified purpose (as are any products resulting from the services) and are provided within a reasonable time, if no time is fixed for supply of the services.

If the goods or services we supply fail to meet a consumer guarantee, you may have rights against us. This may include the right to a repair, replacement or refund. In certain circumstances we may choose how we remedy our failure. In other circumstances, you may choose how the failure should be remedied.

You may not be entitled to a refund or replacement under the Australian Consumer Law if the good is not rejected within a reasonable period; you have lost, destroyed or disposed of the good; or the good has been damaged after delivery. You may be entitled to recover reasonably foreseeable loss or damage suffered for our failure to meet a consumer guarantee.

You may also have rights against us in relation to acts or omissions occurring before 1 January 2011 that amount to a breach of an implied condition and/or warranty under the Trade Practices Act, in respect of goods or services purchased from us which cost less than \$40,000 or are normally acquired for personal, domestic or household use and, in the case of goods, the goods are not re-supplied by you.

- (b)** We are liable to you for:
- (i)** any damage to your property which has been caused by the fault, negligence or fraud by us or our personnel during installation, repair or maintenance,
 - (ii)** interruptions in your use of the service as a result of a fault or negligence of us or our personnel, to the extent of a refund or rebate for the period of the interruption and compensation for any reasonable loss incurred, and
 - (iii)** death or personal injury caused by us or our personnel.
- (c)** If you have contributed to any loss or damage you are claiming against us, our liability is reduced to the extent of your contribution.
- (d)** Subject to your statutory rights as a consumer, we are not liable to you for any consequential losses you suffer or for any costs, expenses, loss or charges that you incur.
- (e)** As our supplier, Optus is not liable to you (in contract, tort (including negligence) or otherwise) in relation to any Service resupplied to you by us, any delay or any failure to provide the Service.

14 Assigning the agreement to a third party

14.1 How can we assign our responsibilities to a third party

- (a)** We may assign some or all of our rights under the agreement (where those rights are assignable) to any person.
- (b)** We may assign or novate all or part of our rights and obligations under the agreement to Optus without your consent. You cannot assign or novate all or part of its rights and obligations under the agreement other than in accordance with this paragraph.
- (c)** For the purposes of novation, you agree to novate the agreement to Optus on receipt of a notice from either us or Optus. No guarantee is made that such novation will be on terms no less favourable than the terms of the agreement in existence immediately prior to the novation.

- (d) We may perform any of our obligations under the agreement by arranging for them to be performed by another person, including a supplier. We will still be responsible for the performance of the obligations.

14.2 How can you assign your responsibilities to a third party

- (a) You may assign your rights under the agreement (where those rights are assignable) so long as you have our prior written consent.
- (b) You may transfer your obligations under the agreement if:
 - (i) the person to whom you are transferring the obligations:
 - (A) provides satisfactory proof of identification,
 - (B) meets the eligibility criteria for the service,
 - (C) has an appropriate credit rating, and
 - (ii) the service is available at the location where they wish to acquire the service.

15 General

15.1 Which laws and courts govern the agreement?

- (a) The agreement is governed by the laws of the Commonwealth of Australia and the laws of the state or territory in which you normally reside.
- (b) You and we submit to the exclusive jurisdiction of the courts of the Commonwealth, and its states and territories.

15.2 Intellectual property protections

- (a) We own all material (including intellectual property rights) developed by us or our personnel, or at our or their direction.
- (b) We may permit you to use this material, or other material licensed by us, as part of the service. This permission is subject to any conditions which we may impose from time to time and will cease when the service is cancelled.
- (c) You must not infringe any person's intellectual property rights (such as by using, copying or distributing data or software without the permission of the owner) in using the service. If you breach this paragraph, we may suspend the service under clause 12.1(a)(vii) or (viii) or cancel the service under clause 11.3(a)(v) or (vi).

15.3 What happens if you can't fulfil your obligations or we can't fulfil our obligations under the agreement because of an event outside your or our control?

- (a) If an intervening event occurs which affects you from performing any of your obligations under the agreement (other than an obligation to pay money), then you will not be liable for failing to perform that obligation. You must notify us of the intervening event and use your best efforts to resume performance in accordance with the agreement as soon as reasonably possible. Our obligations continue during the intervening event, except if we are not able to perform our obligations because you are unable to perform your obligations due to the intervening event.
- (b) If an intervening event occurs which affects us (or any of our personnel) from performing any of our obligations under the agreement (other than an obligation to pay money), then we will not be liable for failing to perform that obligation. We must notify you of the intervening event and use our best efforts to resume performance in accordance with the agreement as soon as reasonably possible. Your obligations continue during the intervening event, except if you are not able to perform your obligations because we are unable to perform our obligations due to the intervening event.

15.4 What happens if you become a carrier or carriage service provider?

- (a) You represent that you are not a carrier or carriage service provider.
- (b) If you are or become a carrier or carriage service provider, we may immediately cancel the service by giving you notice.
- (c) If we cancel the service under this clause, we will negotiate in good faith with you to enter into an alternative agreement governing supply of the service, on terms to be agreed.

15.5 When do we waive a right we have under the agreement?

If you breach the agreement and we do not exercise a right that we have because of your breach, we do not necessarily waive our entitlement to exercise that right because of your breach at any later time.

15.6 Payment of commission by us

We may pay a commission to any of our personnel in connection with the agreement.

15.7 Information about your rights

Information and advice about your rights can be obtained by contacting the Australian Communications and Media Authority, the Telecommunications Industry Ombudsman, the Australian Competition and Consumer Commission or the relevant Department of Fair Trading or Department of Consumer Affairs in your state or territory.

16 What do terms in the agreement mean?

16.1 Definitions

access fee means the fixed payment for access to the service payable on a regular basis (often monthly). The access fee is payable regardless of the actual usage of the service. A minimum monthly charge and minimum monthly service charge are also access fees.

agreement means the terms and conditions on which we supply the service to you.

appendices means the appendices containing information relevant to the service.

application means the part of the agreement which is the written or verbal application you complete to request that we supply the service to you.

Australian Consumer Law means The Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

cancel the service means that the service is cancelled and the agreement is terminated.

cancel the service for convenience means to cancel the service in circumstances where you have not breached the agreement and there is no other event which triggers the right to cancel the service.

cancellation date means:

- (a) the date 30 days after you notify us that you wish to cancel the service, unless we agree otherwise,
- (b) the date at least 30 days after we notify you that we will be cancelling the service, or
- (c) as otherwise set out in the agreement.

cancellation fee means the cancellation fee or termination charge which may be payable on cancellation of the service. Unless otherwise indicated in the service description, any cancellation fee payable is set out in the standard pricing table.

charging zone refers to the geographic zone within which a particular service number can be used, which in turn determines the applicable charging zone, as prescribed by ACMA's Telecommunication Numbering Plan 1997.

churn means to change from having a service supplied by one carrier or carriage service provider to having the service supplied by another carrier or carriage service provider.

Competition and Consumer Act means the Competition and Consumer Act 2010 (Cth), (named the Trade Practices Act before 1 January 2011) as amended or replaced from time to time.

consequential loss means any loss of revenue or profits, loss of anticipated savings, loss of data, loss of value of equipment, any penalties or fines imposed by a regulator and any loss that is an indirect loss.

consumer means a person who acquires and uses the service for personal, domestic or household use only.

consumer terms means this document.

content means:

- (a) all forms of information, including text, pictures, animations, video, sound recordings, software, separately or combined, and
- (b) any content service,

sent and received across a network. For the avoidance of doubt, content includes, but is not limited to, SMS and MMS.

credit rating means information about your credit worthiness, credit standing, credit history or credit capacity that credit providers are entitled to give to each other under the Privacy Act 1998 (Cth).

equipment charges means any payment for equipment obtained from us including, for example, phones or modems and includes the cost of any software or licences supplied to operate in conjunction with that equipment.

excluded event means:

- (a) a breach of the agreement by you,
- (b) a negligent or fraudulent act or omission by you or any of your personnel, or
- (c) a failure of any of your equipment.

fixed-length agreement means an agreement that has a minimum term, during which time neither you nor we are free to change the terms of the agreement or to cancel the service, other than as specifically provided for in the agreement. A fixed-length agreement does not include a month-to-month agreement.

insolvency event means:

- (a) bankruptcy proceedings are commenced against you, or you are declared bankrupt,
- (b) any step is taken to enter into any scheme of arrangement between you and your creditors,
- (c) any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of your assets or business,
- (d) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person to you or to the whole or any part of your assets or business,
- (e) you suspend payment of your debts generally, or
- (f) you are, or become, unable to pay your debts when they are due or you are, or are presumed to be, insolvent for the purposes of any provision of the Corporations Act 2001 (Cth).

intellectual property rights means any intellectual or industrial property rights (including any registered or unregistered trademarks, patents, designs, or copyright).

intervening event is an event outside your or our reasonable control which interferes with the operation of the network we use to supply the service and results in ongoing disruption to the service. An intervening event includes the following events where those events are outside your or our reasonable control: failure of any electrical power supply, failure of air-conditioning or humidity control, electromagnetic interference, fire, storm, flood, earthquake, accident, war, the change or introduction of any law or regulation (including the Telecommunications Legislation) or an act or omission of any third party or any failure of any equipment owned or operated by any third party (including any regulator, any supplier or any of their personnel).

minimum term means the period of time for which you have agreed to receive the service under a fixed-length agreement. The minimum term begins on the service start date and runs for the period of time stated on the application, unless otherwise set out in the agreement. For a non fixed-length agreement, there is no minimum term.

loss means any loss, cost, liability or damage, including reasonable legal costs.

network means any interconnected telecommunications equipment, facilities, or cabling.

non fixed-length agreement means an agreement that does not have a minimum term, or a fixed-length agreement where the minimum term has expired. A non fixed-length agreement includes a month-to-month agreement.

Jeenee means Jeenee Communications Pty Ltd (ABN 92 608 385 520) trading as Jeenee Mobile.

Jeenee Mobile network means the Optus Mobile network used to supply the service, as set out in the service description.

personal information means information about you from which your identity is apparent or can reasonably be ascertained. Personal information includes your name, address and other details, and your personal or commercial credit rating.

personnel of a person means that person's employees, agents, contractors or other representatives and, in the case of us, includes the employees, agents, contractors or other representatives of Jeenee Mobile.

premises means locations:

- (a) at which we supply the service, and/or
- (b) to which we need to have access to supply the service.

pricing plan contains information about the terms and conditions and prices of the plan you have selected in your application. You may also hear a pricing plan referred to as a 'rate plan'.

regulator means the Australian Communications and Media Authority, the Australian Competition and Consumer Commission, the Australian Communications Industry Forum Limited, the Telecommunications Industry Ombudsman or any other relevant government or statutory body or authority.

related corporation of a company means another company that is related to that entity in any of the ways specified in section 50 of the Corporations Act 2001 (Cth).

roaming means the ability to use the network of overseas mobile carriers when travelling overseas. This is typically an expensive service the price of which is determined by external parties (such as overseas carriers and suppliers). As such, Jeenee Mobile does not offer this service.

service means the service, with the features requested in the application as described in the service description, and any related goods (including equipment) and ancillary services which we supply to you in connection with that service.

service description means the part of the agreement entitled 'service description', which is our standard service description for consumers describing the service.

service start date for the service means the date on which we start supplying that service to you, unless otherwise specified in the service description.

special means a special promotion or offer made by us in connection with the service.

standard pricing table means the part of the agreement entitled 'standard pricing table', which is our standard rate plan, pricing and charges list for consumers for the service.

supplier means any supplier of goods or services (including interconnection services) which are used directly or indirectly by us to supply the service to you. Where a supplier supplies goods or services to you directly, that supplier is not acting in its capacity as supplier, but rather is a third party providing services directly to you.

tax means any value-added or goods and services tax, withholding tax, charge (and associated penalty or interest), rate, duty or impost imposed by any authority at any time but does not include any taxes on income or capital gains.

Telecommunications Legislation means the Telecommunications Act 1997 (Cth), the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth) and Part XIB, Part XIC and related provisions of the Competition and Consumer Act, including the Australian Consumer Law.

tethered modem refers to the use of a mobile phone as a modem when connected to a computer or laptop, enabling connection to the internet over a mobile network. The connection to the computer or laptop may be either with cables or wireless. Use of a mobile phone as a tethered modem requires both an active mobile service together with a tethered modem data plan.

Trade Practices Act means the Trade Practices Act 1974 (Cth).

you means the person who fills out the application (and your and yours is to be construed accordingly). Only one person may fill out the application.

your statutory rights as a consumer means your rights and remedies as a consumer under the Australian Consumer Law (see the explanatory box at clause 13.2 of these consumer terms).

we means the Jeenee Mobile group company specified in the service description as supplying the service (and us and ours is to be construed accordingly).

unusually high use means high out of pattern usage of the service on a short term basis or a sustained high usage which exceeds the general average usage of customers on a similar pricing plan or who have accepted a similar special.

16.2 Interpretation

- (a)** The following words have the same means in the agreement as they have in the Telecommunications Legislation:
- (i)** carriage service,
 - (ii)** carriage service provider,
 - (iii)** carrier,
 - (iv)** content service, and
 - (v)** facility.
- (b)** A term which is defined in any part of the agreement has the same meaning in every other part of the agreement.
- (c)** The singular includes the plural and vice versa.
- (d)** Different grammatical forms of the same word(s) have the same meaning.
- (e)** Examples or words of inclusion are illustrative only and do not limit what else might be included.
- (f)** A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (g)** A reference to A\$, \$A, dollar or \$ is to Australian currency, unless otherwise stated.

