

## Summary of the Standard Agreement for the Supply of Jeenee Mobile Service (consumer)

### Important customer information – your rights and obligations

Jeenee Communications Pty Ltd (ABN 92 608 385 520) (we) will provide to you the Jeenee Mobile Service (the service) on the terms of the standard form of agreement (the agreement) for consumers for that service, unless you have entered into a relevant written agreement with us (in which case the terms of the relevant written agreement will apply). The agreement, including any application, contains full details of the service and the terms and conditions of supply of the service including charging, billing, term and cancellation.

This is a summary of the agreement. It is designed to give you information about what the agreement covers and some of its important terms. If you would like more detail about your rights and obligations, you should read a copy of the agreement. A copy of the agreement together with any updated version of the summary is available on our website: [jeenee.org.au/terms-and-conditions](http://jeenee.org.au/terms-and-conditions) or on request.

Terms used in this document which are not otherwise defined in this document will have the same meaning as in the agreement. If there are any inconsistencies between this summary and the agreement, the agreement will prevail to the extent of any inconsistency.

### Summary of material terms and conditions

#### Description of the service

The service allows you to make calls and send content from, and receive calls and content to, your mobile phone on our network. There are also a number of value added service features available with the service. To use some value added service features with the service you may need to be in specific network coverage areas (such as our GPRS network, 3G or 4G networks). You may also need to follow special activation processes to use them or have special equipment (such as a data capable, 3G or 4G mobile phone). The full description of the value added service features is set out in Value Added Service Schedule to the agreement.

#### Provision of the service

**Non fixed-length agreement:** We will provide the service until it is cancelled in accordance with the agreement

**Fixed-length agreement:** We will provide the service for the minimum term of the agreement or until the service is cancelled in accordance with the agreement.

#### Conclusion of minimum term of fixed-length agreement

If neither you nor we cancel the service at the end of the minimum term, the agreement will become a non-fixed length agreement. If you do not wish to continue the service at the end of the minimum term, you must notify us of this before the end of the minimum term. If we will not provide you with the service at the end of the minimum term or will change the terms of the agreement at the end of the minimum term, we will notify you before the end of the minimum term.

#### Changing the agreement

**Non-fixed-length agreement:** We may change the agreement by giving you reasonable notice of the change if we reasonably expect it to adversely affect you.

**Fixed-length agreement:** If we make a change to a fixed length agreement which impacts you we must give you notice in writing of the change, on fair terms, and the right to cancel the service. Unless otherwise set out in the agreement, you cannot make any changes to the agreement without our consent.

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### Personal information about you

Personal information about you includes your name, address, credit rating and details of your usage of that service and records of that usage. In accordance with applicable privacy laws and principles, we may collect, use and disclose personal information about you:

- to decide whether to start, stop or limit supply to you of credit, the service, or products and services supplied by us. If you do not supply part or all of the personal information we request, we may refuse or limit the supply to you of credit or the service.
- for purposes related to the supply of the service (including account management, business planning, product development) and to provide you with information about promotions, as well as products and services provided by us. You may opt out of receiving communications that are not related to your account or legally required by contacting the Jeenee Help Centre.
- from and to: credit reporting agencies, credit providers, unrelated third parties, suppliers and joint venture partners (but only for the purposes set out above).

We may be required or permitted by law to collect, use or disclose personal information about you, for example, from and to: the operator of the Integrated Public Number Database, emergency services organisations or to any government or local authority, department, minister, agency or similar entity having powers or jurisdiction under any law or regulation (regulatory authority). Subject to applicable law, you may access and correct your personal information by contacting us. Further privacy information is available in our Privacy Policy which is available at [www.jeenee.org.au/policies](http://www.jeenee.org.au/policies) or by contacting the Jeenee Help Centre.

### Use of the service

We will provide the service to you with due care and skill. You must use the service in accordance with the agreement and ensure that any person you allow to use the service complies with the agreement.

### Equipment

All Jeenee owned equipment remains our property. You are responsible for any damage, loss or theft of any equipment owned by us.

### Fault reporting and rectification

The Jeenee Mobile service is powered by the Optus Network. We are not responsible for repairing any fault in the service which is caused by a supplier's network, equipment that is not owned by us or facilities outside our network. If we investigate a fault that is caused by equipment that is not owned by us, we may charge you for investigating and repairing the fault. If we investigate a fault and determine that the fault is caused by your breach of the agreement, a negligent or fraudulent act or omission by you or a failure of any of your equipment, we may charge you the cost of investigating and repairing the fault. To report a fault, please contact our support line on **1300 054 631**.

### Fees and charges

Information about fees and charges under the agreement is set out in the consumer standard pricing table. You are responsible for paying the fees and charges for the service (set out in the consumer standard pricing table or under a promotion or offer made by us), any additional fees and charges under the agreement (including any application fee) and those fees and charges which are notified by us in accordance with the agreement. You must pay all fees and charges incurred for the service, even if you did not authorise its use, the service is unavailable or you are unable to access the service (see Complaints and disputes for exceptions).

Charges may include: usage charges, access fees, administration charges, suspension or cancellation fees, late payment fees, payment dishonour fees and reconnection or reactivation fees. The amount of the service charges will depend on the service you select and may also vary depending on the time and day (including peak and off-peak periods), where you are calling to or from, whether the call is a voice call or data call, the volume of calls made during a period and any discounts that might apply. If you would like further details about our charges, please refer to the consumer standard pricing table or contact us. We may ask you to make a pre-payment usage charge or an interim good-faith payment (including for example, if there has been an unusually high use of the service or if you want to activate roaming). We may offer promotions or offers in connection with the service (special). If you accept a special, the price and terms of the special will prevail over those otherwise applicable under the agreement for the duration of the special until the special expires and then the full terms of the agreement will apply.

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### Billing and payments

We will bill you on a regular basis (either in advance or in arrears). We may include unbilled service charges in a later bill(s). Itemised bills are available on request at no additional charge. You must pay each bill in full by the due date shown on it, or as otherwise notified by us. You may pay your bill by one of the payment methods set out in the payment notification, on the back of the bill or on our website.

### Electronic bills

We will send your bill to you electronically to the email address supplied by you to us as part of your application. We do not provide paper bills as part of our service.

### Payment processing fee

If you choose to make a payment via BPay savings or Direct Debit Bank Account then no processing fee will apply. Payments made via credit or charge card incur a 1% processing fee.

### Single bill

We may place one or more services that you have with us on a single bill. At the point of sale you may choose to have all services billed individually. If you receive a single bill, afterwards it may not be possible to obtain individual bills for your services.

If you do not pay your bill by the date payment is due we may charge you a late fee, suspend or cancel the service (in which case we may charge you a suspension fee and/or reconnection or reactivation fee), engage a mercantile agent to recover the money you owe us, institute legal proceedings against you to recover the money you owe us and assign our rights to any unpaid amounts to a third party (in which case you will be responsible to the third party for payment of the bill).

### Taxes

Unless indicated otherwise, the fees and charges set out in the agreement include GST and any other applicable taxes.

### Complaints and disputes

A full version of our complaint handling policy can be found on our website or you may request a copy by contacting the Jeenee Help Centre. You may nominate a representative to speak to us on your behalf. Jeenee Mobile will not charge you for handling your complaint.

You may contact us by speaking to the Jeenee Help Centre on the numbers listed below in 'Contact Details', emailing us at [complaints@jeenee.org.au](mailto:complaints@jeenee.org.au), or by writing to us at PO Box 253 Parramatta, NSW 2124.

The quickest way to resolve your complaint is by speaking with one of our Jeenee Help Centre consultants. If they are unable to solve your problem a manager will take responsibility for your issue. A record of your complaint is kept on your file and we can view this when you quote the account or service number on your bill. If you have written to us or emailed, we will respond to your complaint within 2 business days of receipt and provide you with an indication of how long it will take to resolve. We will not implement a resolution unless you have accepted it. If our consultants or managers are not able to resolve your concerns we will refer your complaint to our Customer Relations Group and you will receive a complaint reference number. We will give priority to urgent complaints, such as those referred by our financial hardship team and where a customer has lost service, or we become aware that a service may become lost. If you feel your complaint is urgent and requires priority for any other reason, please let us know.

If you are not satisfied with our review of your complaint, or with the way in which we have handled the complaint, you can ask the Telecommunications Industry Ombudsman (TIO) to assist. To lodge a complaint with the TIO you can call **1800 062 058** (1800 675 692 from a TTY handset) or contact them via their website [tio.com.au](http://tio.com.au)

If your complaint is about a fee or charge for the service, we may suspend payment obligations for that fee or charge until the complaint is resolved. All other fees and charges not in dispute remain due and payable. Where your complaint is about a significant and sustained loss of access to, or use of, the service and the loss was not as a result of circumstances reasonably attributable to you or non Jeenee owned equipment, you may be entitled on request to a refund or a rebate of any access fee for the period in which your access or use was interrupted.

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### Cancelling the service

#### Your right to cancel the service

You may cancel the service at any time by giving us 30 days notice. You may also cancel the service at any time without liability, by giving us notice, if we breach a material term of the agreement and cannot remedy the breach or do not do so within 30 days of you giving us notice to do so.

If you acquire the service through door-to-door sales, telesales or telemarketing sales, you may cancel the service before the end of the 10 business day cooling-off period set out under the Australian Consumer Law.

#### Our right to cancel the service

**Non fixed-length agreement:** We may cancel the service at any time by giving you at least 30 days notice.

#### Non fixed-length agreement or a fixed-length agreement:

We may cancel the service at any time if:

- there is an emergency
- we reasonably suspect fraud by you or another person
- any amount owing to us is not paid by its due date and you do not pay that amount within 10 business days of receiving notice from us
- we reasonably consider you a credit risk because of an amount owing to us
- you breach a material term of the agreement and cannot remedy the breach, or do not remedy the breach within 30 days of receiving notice from us
- We are required to do so to comply with an order, instruction, request or notice of a regulator, emergency services organisation, other regulatory authority or under law,
- you become insolvent and we reasonably believe we are unlikely to receive payment for amounts due,
- you die or, if you are in a partnership, the partnership is dissolved and we reasonably believe we are unlikely to receive payment for the amounts due,
- the service is suspended for more than 14 days,
- an intervening event prevents the supply of the service for more than 14 days or
- we are otherwise entitled to do so under the agreement.

#### How you can cancel the service

You can notify us that you wish to cancel the service by calling us.

You can also cancel the service by electing to have an equivalent service provided by another carrier or carriage service provider. The carrier or carriage service provider will notify us and we will cancel the service immediately.

#### What happens if the service is cancelled?

If the service is cancelled: you are liable for any charges incurred up to and including the date the service is cancelled, you authorise us to use any over payment on your account/money paid in advance to pay for any undisputed outstanding charges, if there are no outstanding charges we will refund on a pro-rata basis any over payment and money you have paid in advance for the service, if you are required to pay for the service by direct debit payment you authorise us to debit any undisputed outstanding charges (including any cancellation fee) from your credit card or bank account. If the service is cancelled during the minimum term of a fixed-length agreement due to circumstances attributable to you, you must pay us a cancellation fee. If the service is cancelled due to circumstances attributable to you and we reinstate the service, you may have to pay a reconnection or reactivation fee.

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### Suspending the service:

#### Our rights to suspend the service

We may suspend the service at any time without liability if: there is an emergency, to allow us or a supplier to repair, maintain or service any part of our network or a supplier's network, we reasonably suspect fraud by you or another person, we believe there has been an unusually high use of the service, any amount owing to us in respect of the service is not paid by the due date and you fail to pay that amount in full within 10 business days after we give you notice, we reasonably consider you a credit risk because any amount owing to us is not paid by its due date and you fail to make that payment within the required period after receiving notice from us, you breach a material term of the agreement and you either cannot remedy the breach or do not remedy the breach within 30 days after we give you notice to do so, we are required to do so to comply with an order, instruction, request or notice from a regulator, emergency services organisation, other regulatory authority or under law, there are problems connecting our network to a supplier's network, you become insolvent and we reasonably believe we are unlikely to receive payment for amounts due, or you die or, if you are in a partnership, the partnership is dissolved, and we reasonably believe we are unlikely to receive payment for the amounts due or we are otherwise entitled to do so under the agreement.

#### What happens if the service is suspended?

If the service is suspended you must pay an access fee while it is suspended. If the suspension was not as a result of circumstances attributable to you or non Jeenee-owned equipment you may be entitled on request to a refund or a rebate of access fees for the suspension period. If the suspension was a result of circumstances attributable to you, you may have to pay us a suspension fee and, if you wish to reactivate the service, a reconnection or reactivation fee.

#### Consumer guarantees

Any warranty or guarantee offered on our goods or services is in addition to your other rights and remedies as a consumer under Australian law, including those available under the Australian Consumer Law. For example, exceptions apply to cancellation fees if you terminate in accordance with our warranty or guarantee offered on our goods or services or in accordance with your statutory rights including the Australian Consumer Law.

### Liability

#### Your liability to us

You are liable to us for any breach of the agreement causing foreseeable loss to us. You are not liable to us for consequential loss which is not a result of something you have done.

#### Our liability to you

Under the Australian Consumer Law, if you purchase goods or services from us which cost less than \$40,000, or which are normally acquired for personal, domestic or household use, then certain consumer guarantees apply to those goods and services. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

The consumer guarantees apply in addition to any express warranties which are given. We accept liability to you in accordance with the Australian Consumer Law (as amended from time to time) and other laws. Except where otherwise provided under the Australian Consumer Law or other laws:

- we may be liable to you in connection with the agreement and the supply or interruption of the service only to the extent provided in the agreement; and
- we are not liable to you for consequential loss.

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### Assignment

We may assign our rights under the agreement to any person. We may transfer our obligations under the agreement to any Optus group company. We may perform any of our obligations by arranging for them to be performed by another person.

You may assign your rights under the agreement with our prior written consent. You may transfer your obligations under the agreement if the person you wish to transfer them to successfully meets the application requirements for the service.

### Intellectual property rights

You must not infringe another person's intellectual property rights or otherwise breach any laws in using the service. If you do so we may suspend or cancel the service without notice.

### Additional information about the service

#### Coverage

The service is not available in all areas of Australia. Due to technical reasons, we are not able to guarantee that calls to '13' prefix numbers will be diverted to the nearest location for that '13' prefix number. Certain value added service features are only available in specific network coverage areas. For example, some value added service features are only available in our 3G and 4G networks coverage areas. The Value Added Services Schedule contains detailed information about which value added service features are limited to specific network coverage areas.

#### Use of the service

You must not: make or receive calls or send or receive content on our network other than for your own personal or business use, wholesale any service on our network, or use the service in connection with a device that switches or reroutes calls to our from our network. If you do so, we may immediately suspend or cancel the service. If you wish to access restricted content services on your mobile phone (for example adult content) you must be over the age of 18.

#### Jeenee SIM card

We own the Jeenee SIM card and it remains our property at all times. We are not responsible for any lost or stolen Jeenee SIM card. If your Jeenee SIM card is lost or stolen and you do not notify us, we may cancel it in accordance with the agreement.

#### Phone numbers

You do not own the phone number and your right to use the phone number ends if you no longer obtain the service, unless you port the phone number. We are not liable for any expense or loss due to any recovery or recovery and replacement of the phone number we may be required to make or you ceasing to have the right to use the phone number if you no longer obtain the service.

#### Your mobile phone

You may purchase a mobile phone from us under a mobile equipment repayment plan. You will own the mobile phone from when you receive it. You are responsible for the maintenance and repair of the mobile phone (and any accessories you purchase from us) subject to any warranty offered by us or the manufacturer, and for any insurance for the mobile phone provided by a third party insurer (if you elect to have the mobile phone insured by the third party insurer). You may not return the mobile phone or other accessories to us if you cancel the service (unless otherwise required by law, such as during a cooling off period, if applicable to you). If the service is cancelled before the end of the minimum term or before the end of the equipment payment term, you may have to pay us the sum of any unpaid equipment charges. The terms of this plan are set out in Mobile Equipment Payment Plan Appendix to the agreement.

If you do not purchase a mobile phone from us for use with the service, we make no warranty under the agreement that the mobile phone is suitable for use in connection with the service or any value added service feature, or about the quality of the mobile phone. If you do not obtain the mobile phone from us for use with the service, you are responsible for making sure that all regulatory approvals for your mobile phone have been obtained and your mobile phone complies with all relevant technical regulations and specifications.

## Summary of the Standard Agreement for Supply of Jeenee Mobile Service (consumer)

### Blocking your mobile phone

We may activate IMEI blocking on your mobile phone if we reasonably believe your mobile phone is lost or stolen, if you obtain the service from us fraudulently or if we know you have made an insurance claim and your mobile phone is not already blocked.

### 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.

### Temporary suspension of the service by you

If the agreement is a non fixed-length agreement, we may temporarily suspend the service at your request. We may charge you a fee for suspending the service. The maximum length of time a service can be temporarily suspended is three months.

### Barring as an alternative to suspension

We may choose to bar outgoing and/or incoming calls and/or content on your mobile phone instead of suspending the service.

### Jeenee Mobile Fair Use Policy

The Jeenee Mobile Fair Use Policy applies to your use of the service. The policy applies in circumstances where there is excessive, unreasonable or unacceptable use of free time or flat charges on calls or certain value added service features. If there is excessive, unreasonable or unacceptable use of the service we may ask you to vary your use and may charge you additional fees, suspend or cancel the service or your access to free time or flat charges on calls or to the value added service features. The full policy is available from our website: [www.jeenee.org.au](http://www.jeenee.org.au).

**Notices:** To the extent permitted under the agreement and by law, we may send you any notices to either the postal address, email address, or any other contact details which you have disclosed to us. You may contact us on the details below:

### Contact details

Jeenee Mobile Help Centre

By phone: 1300 054 631

By post: PO Box 253 Parramatta, NSW 2124