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## **AIRTEL AU PTY LTD Mobile Customer Terms**

### General Terms

This is a legal document that forms part of the airtel au Customer Terms that apply to Your Service. You must read and understand all documents that form part of the Customer Terms (including this document, the applicable Service Terms and the Offer You choose) before You commence using the Service.

#### 1. The General Terms

- a) These General Terms set out the airtel au standard terms and conditions that apply to all Services acquired by You.
- b) The meanings of capitalised terms used in these General Terms are listed in Clause 18.

#### 2. AIRTEL AU PTY LTD Customer Terms

##### **2.1 The Customer Terms are made up of:**

- a) the Service Terms that apply to the Service You choose;
- b) these General Terms;
- c) the terms of the Application You complete for the Service You choose; and
- d) any other documents referred to in the Customer Terms, including the Refund Policy, Privacy Policy, Acceptable Use Policy, Complaints Handling Policy.

##### **2.1 When the Customer Terms commence**

The Customer Terms commence once You apply to become a customer, whether or not airtel au connects You to the Service and opens an Account for You.

##### **2.2 When the Customer Terms end**



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The Customer Terms will continue until You or airtel au terminate them in accordance with Clauses 11 or 12 of these General Terms or another clause of the Customer Terms.

## **2.2 The Customer Terms documentation**

- a) If any of the documents that make up the Customer Terms conflict or are inconsistent with each other, the document listed first in Clause 2(a) takes precedence to the extent of the conflict or inconsistency.
- b) You should read all the Customer Terms carefully so that You understand all of Your rights and obligations before You use the Service. You must comply with all of the Customer Terms and so must airtel au.
- c) You may obtain a copy of any of the documents forming part of the Customer Terms from the airtel au website.

## **3. Changing the Customer Terms and the Service**

### **3.1 Changes airtel au can make**

- a) Airtel au may make changes to the Customer Terms and/or Service at any time.
- b) The types of change that airtel au may make include a:
  - (i) change to the Customer Terms;
  - (ii) change to the features of its Offers;
  - (iii) change to the Charges;
  - (iv) change to the Services including Mobile Network Coverage Area, device specifications,
  - (v) functions and capabilities; and/or
  - (vi) removal of a Service or Offer from its product range.
- c) airtel au provides the Services using the Mobile Networks and other services and facilities that airtel au does not own or control. Accordingly, airtel au may be required to make changes to the Customer Terms or a Service if a airtel au Supplier changes its agreement with airtel au or the services it provides to airtel au.

### **3.2 Changes that benefit or have no impact on You**

If airtel au reasonably considers that a change will benefit You or have no impact on You, then airtel au will not notify You individually of the change.



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### **3.3 Changes that adversely affect You**

- a) Subject to Clauses 3.4 and 3.5, if airtel au reasonably considers a change is likely to adversely affect You, airtel au will provide You with at least 30 days' notice in writing of the adverse change before it is due to happen.
- b) If airtel au notifies You of an adverse change under Clause 3.3 then, You may cancel Your Service and airtel au will refund the Credit remaining in Your Account if the change is due to take effect before the Credit Expiry Period for that Credit;
- c) If You decide to terminate the Customer Terms for the Service in accordance with Clause 10, airtel au will not charge You any fees or Charges.

### **3.4 Mobile Network changes**

airtel au or a airtel au Supplier may change, suspend or terminate a Service to maintain, operate or upgrade any part of a Mobile Network. If airtel au cannot give You 30 days' notice, airtel au will try to give You as much notice as reasonably possible.

### **3.5 Urgent changes**

airtel au may make a change to the Customer Terms or a Service (including a change that adversely affects You) urgently if required in an emergency, to comply with law, to protect security, or to prevent fraud. If this happens, airtel au may not be able to give You 30 days' notice, airtel au will try to give You as much notice as reasonably possible.

## **4. Getting started**

### **4.1 Applying to become a Customer**

- a) You must complete an application to become a airtel au Customer for each Service You select.
- b) You can make an application to become a customer through the airtel au Mobile Website.
- c) In order to successfully complete an Application for a Service, You have to:
  - (i) provide acceptable proof of identification, as required by law;
  - (ii) meet any eligibility requirements for the Service, which may include being over a certain age, having an acceptable credit rating,



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- providing valid proof of identification and being located within the coverage area of the Service;
- (iii) provide one or more of the following forms of identification (as requested by airtel au in order to meet its legal obligations):
    - A) Australian driver's licence;
    - B) Medicare card (may be used for Pre-paid Mobile Services only)
    - C) Australian Passport
    - D) International Passport with Visa (being a permission You hold to travel to and enter Australia and/or remain in Australia)
    - E) Proof of Age Card and Medicare Card
  - (iv) provide any other information that is reasonably required by airtel au in order to complete the Application.
- d) airtel au may collect this information from You at the time of You make Your Application for the Service or prior to Connection of the Service.
  - e) You may nominate another person to be Your authorised representative in relation to Your Account. Your authorised representative may exercise or waive any rights or obligations in relation to Your Account and Your Service, including entering into any contract on Your behalf unless You notify us that person is no longer Your authorised representative.

#### **4.2 Connecting to the Service**

airtel au will Connect You to the Service within a reasonable time after:

- a) You have completed an Application;
- b) airtel au has accepted Your Application; and
- c) You have taken any steps necessary to Activate Your Service, including meeting the eligibility requirements and activation of Your Service.

#### **4.3 Your Account**

- a) Once airtel au has accepted Your Application to become a customer, airtel au will open an Account for You within a reasonable time after airtel au has Connected You.
- b) Your Account is personal to You and may not be transferred or assigned to any other person.
- c) You must not disclose Your Account Password to a third party, and You should immediately change Your Account Password if another person gains unauthorised access to it.
- d) Your Account will track Your usage of the Service, including the amount of any charges and credits in accordance with Your particular Offer. If You



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access this information via the airtel au Mobile Website, it will be up to one hour old.

## 5. The Service

### 5.1 What does the Service give You?

The specific features of the Service You choose are set out in the Service Terms which apply to that Service and Your Offer.

### 5.2 Provision and standard of the Service

- a) airtel au will provide the Service using the Mobile Network.
- b) airtel au will provide the Service to the standards required by law, including those required under the consumer guarantees in the Australian Consumer Law and customer service guarantees under ACMA's Telecommunications (Customer Service Guarantee) Standard 2011.
- c) Given the nature of the Service (including airtel au' reliance on facilities that airtel au does not own or control), airtel au cannot promise that the Service or the Mobile Network that supplies the Service are free from faults, interruptions and congestion.
- d) Neither airtel au nor airtel au' Suppliers can guarantee the secure transmission of communications and data across the Mobile Network.

### 5.3 Accessing the Service

- a) Your device must be compatible with the Mobile Network. Unless airtel au supplies You with a device, You must ensure that the device You use to access the Service complies with any specifications published on the airtel au Mobile Website.
- b) Your ability to use certain features of the Service will depend on the functionality of device and not all features of the Service will be available for use with all devices, even if they comply with the specifications published on the airtel au Mobile Website.
- c) Even if Your device has the functionality to enable use of all features of the Service, there may be other factors which may interfere with Your ability to use all features of the Service.

### 5.4 Maintenance and faults of the Service

- a) airtel au or a airtel au Supplier may conduct maintenance activities in relation to the Mobile Network or other equipment used by airtel au or the airtel au Supplier to provide the Service from time to time.



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- b) Customer Care is available during the opening hours published on airtel au Mobile Website from time to time for You to report faults relating to the Service. You must report any faults with the Service to Customer Care after You have taken reasonable steps to ensure that the fault is not caused by equipment owned by You or incorrect use of the Service.
- c) airtel au and airtel au' Suppliers will use reasonable endeavours to investigate a fault and restore the Service as soon as is reasonably practicable following Your report of a fault to Customer Care.
- d) You must provide any assistance that airtel au or a airtel au Supplier reasonably requires to enable airtel au or the airtel au Supplier to investigate a fault and restore the Service.



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### **5.5 Optional third party services**

airtel au may, from time to time, provide You with the ability to obtain an optional third party service with the Services. You acknowledge and agree that any such optional third party services may require You to enter into an agreement with the relevant third party service provider before you can receive those third party services.

## **6. Network Information**

### **5.1 Quality of Service**

- a) The Services are not available in all areas of Australia. The quality and the availability of the Services are subject to certain limitations, including, the proximity of base stations and circumstances beyond airtel au's control. These circumstances include geographic and atmospheric conditions, and the functional capability of the mobile phone used in connection with the Services.
- b) The Services might also be adversely affected by other circumstances beyond airtel au's control, including, but not limited to, the following:
  - i. Your level of use of the Service;
  - ii. too many people trying to use the Network at the same time;
  - iii. adverse weather conditions; and
  - iv. Your location, physical features (such as buildings and underpasses) and by atmospheric conditions or other causes of interference.
- c) Within a Service area, it is technically impracticable to guarantee and airtel au does not guarantee that the Services are available in each place within that area, or that 'drop-outs' will not occur in the course of a call or that capacity is available at all times or that the Service is free of faults or error. Similarly, airtel au does not guarantee that all traffic can or will be transmitted by the Network or that there will be absolute protection of the Network against unauthorised access or interception.

### **5.2 Your responsibility to check the Network coverage map**

You acknowledge that You are responsible for inquiring whether Network coverage is available in areas in which You ordinarily require the Service prior to the purchase of the Service.

### **5.3 No liability**



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- a) You also acknowledge that the Services may not be available from time to time as a result of circumstances beyond airtel au's control, including (but not limited to) factors identified in clause 5.1
- b) airtel au does not warrant that the Services will be free of blockages, delays, Network failure, congestion, interferences or faults of any kind. airtel au will not be responsible for any loss or damage that may arise as a result.

#### **5.4 Fault Reporting and Rectification**

- a) As soon as You become aware of any fault in the Services, you must report that fault to airtel au by contacting Our Customer Care or e-mailing us at ([helpdesk@airtel.net.au](mailto:helpdesk@airtel.net.au)). Before reporting a fault to airtel au You must take all reasonable steps to ensure that the fault was not a fault in Your mobile phone or equipment and that You are using the Service and equipment correctly.
- b) You must provide all necessary assistance to enable location and rectification of any fault regardless of whether that fault is the responsibility of airtel au or another Supplier.
- c) airtel au is not responsible for any fault that is in the equipment within the Network and will notify the Supplier of the fault and request its verification.

## **6. Your use of the Service**

### **6.1 Your obligations**

- a) You are liable for any use of the Service, whether or not You have authorised it, including use of the Service made by someone else without Your knowledge.
- b) In using the Service, You must:
  - (i) comply with all laws, regulations and guidelines;
  - (ii) comply with any terms, rules or regulations imposed by a third party whose Content, networks or services You may access or use;
  - (iii) comply with all provisions in the Customer Terms;
  - (iv) only use the Service for Your own personal use;
  - (v) comply with all reasonable directions of airtel au, cooperate with airtel au and provide any information and reasonable assistance which airtel au may require from time to time, including in investigating any fraudulent use or other misuse of the Service.
  - (vi) not use or allow another person to use the Service for improper or illegal activities;





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- (vii) not connect anything to the Mobile Network or use any Service in a way that:
  - A) endangers the health or safety of any person or negatively impacts on the normal operation of the Mobile Network or systems over which the Service is supplied; or
  - B) damages or interferes with any telecommunications equipment, site, or facility of airtel au or a airtel au Supplier;
- (viii) not send excessive unsolicited data to third parties using the Service;
- (ix) not menace or harass any person or intentionally cause damage or injury to any person or property or incite hatred against any person;
- (x) not expose airtel au or a airtel au Supplier to any liability or risk of any legal or administrative action including prosecution under any law or damage the reputation of airtel au or a airtel au Supplier; and
- (xi) not use, transmit, publish or communicate material, which is defamatory, false, offensive, immoral, indecent, pornographic, racist, menacing, threatening, abusive, in breach of a person's rights (including Intellectual Property Rights) or confidentiality obligations or which may promote others to engage in such acts.

## **6.2 Intercept**

airtel au or a airtel au Supplier may, at any time, monitor and intercept Your use of the Service if required by law.

## **6.3 Barring of calls and services**

At Your request, airtel au will bar certain call types, except for emergency calls to 000, 106 or 112.

## **7. Charges**

### **7.1 What are the Charges?**

- a) airtel au will Charge You for access to and use of the Service including any feature of the Service in accordance with the applicable Service Terms and Your Offer.
- b) All charges are inclusive of GST if any.

### **7.2 Promotions**

- a) airtel au may offer free or discounted components of the Services as part of promotions from time to time.



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- b) You must comply with the terms and conditions associated with those promotions if You participate in the promotion.
- c) airtel au may withdraw promotions without notice at any time.

### **7.3 Monitoring Charges You incur**

- a) The Service includes a number of tools to assist You to monitor and manage the Charges You incur in relation to the Service.
- b) These may include from time to time the following notifications and airtel au will use its reasonable endeavours to ensure that You receive this information promptly but cannot guarantee that You will receive it in real time:
  - (i) You will receive an SMS when You have reached 50%, 85% and 100% of Your included call value;
  - (ii) You will receive an SMS when You have reached 50%, 85%, 100% of Your data allowance;
  - (iii) depending on the Service, You can also monitor Your usage via the airtel au Mobile Website and the airtel au Mobile App; and
  - (iv) You may also contact Customer Care.

## **8. Bills and Payment**

### **8.1 Pre-paid Mobile Service**

You will not receive bills for the Pre-paid Mobile Service. However, airtel au will provide You with itemised information to enable You to verify Charges relating to Your Account.

## **9. Your other obligations**

The information contained in Your Application for a Service must be true and correct to the best of Your knowledge, information, and belief.

## **10. Termination of the Agreement**

### **10.1 Refunds**

Either airtel au or You shall be entitled to terminate the Agreement at any time by giving at least 30 days' written notice to the other. Subject to an administrative fee, airtel au may provide a refund of any remaining Call Credits for Your Services where airtel au terminates the Agreement if You request such a refund in writing during such notice period addressed to



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airtel au Mobile Customer Care, (airtel au address) No refund will be available for any Call Credits where You are in breach or have breached the Agreement, or where the Agreement has been terminated by You.

## **10.2 When we can Terminate Your Agreement**

- a) airtel au shall be entitled to terminate the Agreement immediately:
  - (i) if You are in breach of Your obligations under the Agreement;
  - (ii) if We have a reasonable basis to suspect that You are involved in fraud and/or gross negligence;
  - (iii) where We are required to do so by law and/or directed to do so by a relevant authority; or
  - (iv) in the case of an emergency.
- b) Where You do not recharge for a continuous period of 115 days following Your activation (for SIM's with preloaded credit) the Agreement will terminate automatically and shall be deemed to be terminated by You.
- c) If You are an individual, in the event of Your death, airtel au reserves the right to terminate the Agreement without notice as soon as airtel au becomes aware of Your death. Your estate must pay all outstanding charges under the Agreement.

## **10.3 Without prejudice**

Termination is without prejudice to the rights and obligations of the parties which have accrued prior to termination.

## **11. Suspension and Disconnection from the Services**

### **11.1 When We will suspend or disconnect Your Service**

In addition to Our rights under the terms of the Agreement, We may suspend or disconnect the Services in whole or in part at any time without notice or liability where:

- a) We are required to do so by law;
- b) a relevant agency or authority such as the ACMA directs Us to do so;
- c) You fail to comply with one or more of the terms and conditions of the Agreement until the breach (if capable of remedy) is remedied;
- d) there is any technical failure, modification, upgrading, maintenance of the Network or other valid reason (but in that event all reasonable efforts shall be made to minimise such Service disruptions and We will procure resumption of the Services as soon as reasonably practicable);



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- e) You do, or allow to be done, anything which in Our reasonable opinion may have the effect of jeopardising the operation or quality of the Services or causes interference with the Network;
- f) We believe that You have used the Services to commit unauthorised, criminal or unlawful activities;
- g) You inform Us that You have lost or damaged Your SIM card;
- h) it is reasonably required in the event of an Emergency;
- i) We suspect on reasonable grounds that Our record of information about You contains incorrect information; or
- j) You do not provide us with the required information under the Agreement.

### **11.2 If a complaint is made against You**

airtel au may investigate any complaint made, whether by or against You and reserves the right to suspend the Services if a complaint has been made against You pending the results of the investigation of the complaint.

### **11.3 Access when Your Service has been suspended**

A service which has been suspended is not able to undertake any of the Services, including receiving, making or sending any calls, SMS or MMS other than making calls to Emergency Services.

## **12. Permanent Disconnection from the Services**

### **12.1 AIRTEL AU PTY LTD may permanently disconnect Your access to the Service from the Network where:**

- a) the Agreement is terminated pursuant to clause 10 and clause 11;
- b) the facilities of airtel au and the Network are put at risk;
- c) You fail to use the Services in accordance with clause 6.1;
- d) You do anything which airtel au believes may damage the Network;
- e) a regulator or relevant authority requires airtel au to do so;
- f) You have not done what You have promised airtel au You would do, even after airtel au has given You seven extra days to do so;
- g) airtel au believes that You have used the Services to commit unauthorised, criminal or unlawful activities;
- h) airtel au has an incomplete record of information about You, and You fail to promptly provide Us with the relevant details upon Our request;
- i) it is reasonably necessary to enforce the criminal laws or laws imposing pecuniary penalties, protect the public revenue or safeguard national security;



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- j) a criminal law enforcement agency requests airtel au to disconnect You because it has a suspicion on reasonable grounds that You have used, or are likely to use, the Services to engage in criminal conduct; or
- k) airtel au believes on reasonable grounds that the use of Your mobile phone or equipment infringes the Intellectual Property Rights of any third party.

## **12.2 When disconnected from the Network:**

- a) You lose the right to use Your MSN and airtel au is unable to return it to You;
- b) You must immediately return the SIM card to airtel au; and
- c) The Agreement terminates immediately, and You forfeit any remaining Call Credits.

## **12.3 SIM replacement fee**

airtel au reserves the right to charge You the SIM card replacement fee for SIM cards not returned within 7 days of cancellation.

## **12.4 Cancelled Service**

Without limiting any other right airtel au may have under the Agreement, airtel au may cancel the Services by at least 30 days' notice published in at least one major daily newspaper in each capital city in Australia.

## **13. Consequences of termination**

On termination of the Customer Terms:

- a) airtel au will stop providing the Service to You, will Disconnect You from the Service and the Mobile Networks and will close Your Account;
- b) You will no longer be able to use the Service; and
- c) You will not be able to use any Mobile Number associated with Your Service unless You have successfully ported the Mobile Number to another telecommunications service provider.

## **14. airtel au liability to You**

### **14.1 Terms, conditions or warranties implied by law**



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- a) Nothing in the Customer Terms excludes, restricts or modifies rights You may have under the Australian Consumer Law or any other law in relation to the goods or services provided under the Customer Terms.
- b) If you are a consumer as defined by the Australian Consumer Law a number of consumer guarantees apply to the supply of our goods and services.

These consumer guarantees deal with matters such as:

- (i) goods being of acceptable quality;
  - (ii) goods are fit for any purpose
  - (iii) goods matching the description, sample or demonstration model;
  - (iv) goods and services complying with any express warranties given;
- and
- (v) services being provided with due care and skill, the services and any product resulting from the services being reasonably fit for purpose and the services being provided within a reasonable time, if no time is fixed for supply of the services.
- c) airtel au is liable to You under the Australian Consumer Law if it breaches any of the consumer guarantees.

#### **14.2 Other matters for which airtel au is liable to You**

In addition, but subject to Clause 14.3, airtel au is liable to You for:

- a) airtel au's breach of the Customer Terms;
- b) any other matter for which the liability of airtel au may not be excluded at law.

#### **14.3 When airtel au is not liable**

All limitations of airtel au' liability in this Clause 14.3 are subject to Clause 14.1 and do not apply to the extent that they are contrary to law.

- a) airtel au is not liable to You in contract, tort (including negligence), statute, equity or otherwise, for any Consequential Loss.
- b) airtel au is not liable to You for failing to comply with the Customer Terms if that failure results from:
  - (i) Events airtel au' Control;
  - (ii) a suspension of the Service or operation of the Mobile Network by airtel au in accordance with Clause 10;
  - (iii) maintenance or outages;
  - (iv) faults or defects in the Services to the extent that they are caused by Your own conduct or misuse of the Service, including any feature, aspect or component of the Service; and/or



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- (v) any faults, interruptions, congestion and compromised security to the Mobile Network beyond the reasonable control of airtel au, including where caused by a airtel au Supplier.
- c) airtel au' aggregate liability to You under or in connection with the Customer Terms, whether in contract, tort (including negligence), statute, equity or otherwise is limited to an amount equal to the total Charges paid by You in the period of 6 months prior to the date of Your claim.

## 15. Your liability to airtel au

### 15.1 When You are liable to MVNO Name

Subject to Clause 15.2, You are liable to airtel au for:

- a) Your breach of the Customer Terms;
- b) any other matter for which liability may not be excluded at law.

### 15.2 When You are not liable

- a) You are not liable to airtel au in contract, tort (including negligence), statute, equity or otherwise, for any Consequential Loss.
- b) You are not liable to airtel au under or in connection with the Customer Terms, whether in contract, tort (including negligence), statute, equity or otherwise, if Your aggregate liability to airtel au under or in connection with the Customer Terms exceeds an amount equal to the total Charges paid by You in the period of 6 months prior to airtel au' claim.

## 16. Personal information

### 16.1 Personal information

- a) If You do not provide airtel au with Your Personal Information as required by law airtel au is entitled to refuse to provide You with the Service.
- b) airtel au will use Your Personal Information to provide the Service to You, create and maintain Your Account, enable You to communicate using the Service, allocate Charges, provide You with updates and changes to the Service and generally keep You informed about the Service.
- c) Additionally, airtel au may collect information about the way You use the Service, Your preferences and Your location when using the Service.
- d) Your calls to Customer Care may be monitored for training and quality purposes.



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- e) airtel au may collect Your Personal Information from third parties if it is unreasonable or impracticable for airtel au to obtain that Personal Information from You directly, including where airtel au obtains Your Personal Information from:
  - (i) a credit reporting agency or credit provider; or
  - (ii) a airtel au Supplier.
- f) You consent to airtel au:
  - (i) sharing Your Personal Information with other members of the airtel au group of companies.
  - (ii) sharing Your Personal Information with airtel au' Suppliers in connection with airtel au' provision of Services to You, airtel au ' agents, contractors or other service providers.
  - (iii) sharing Your Personal Information with other providers of telecommunications services in connection with airtel au' provision of Services to You, including in respect of any porting request or if we are investigating a possible fraud;
  - (iv) sharing or authorising a airtel au Supplier to share Your Personal Information with other Carriers or Carriage Service Providers where You acquire telecommunication services from those Carriers or Carriage Service Providers (e.g. by dialling an override code or Carriage Service Provider specific access code):
    - A) for the purposes of billing and marketing to You; and
    - B) as required or authorised under law, regulation or industry codes (including the ACIF C515:2005 Pre-selection Code); and/or
    - C) Your Personal Information as authorised by law, including providing Your details for inclusion in the Integrated Public Number Database as required for emergency services.
- g) You consent to airtel au Suppliers collecting, storing, using and disclosing Your Personal Information, including by using such Personal Information to contact You directly, for purposes in connection with the provision of the Services to You.
- h) airtel au may, from time to time, provide You with the ability to obtain an optional third party service with the Services. If so, then You acknowledge that you may have to provide Your Personal Information to that third party service provider to receive the service. If you do not do so, airtel au and/or the relevant third party service provider may not be able to provide you with that service.





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- i) By providing airtel au with Your Personal Information, You agree to the collection, recording, use and disclosure of Your Personal Information in accordance with this clause 16.1, clause 16.2 and the Privacy Policy.

## **16.2 Marketing and Communications**

- a) Unless You have opted out, You agree to us communicating with You via various channels and media including by email, SMS, phone, mail and by advertising on certain websites and social media about offers, events and promotions. You agree to continue receiving communications from us until the time that You opt out.
- b) You may opt out of our communications at any time by:
  - (i) signing into Your airtel au Mobile account and updating Your My Account details to opt out of receiving marketing and promotional communications;
  - (ii) contact Customer Care and letting us know what communications You no longer want to receive;
  - (iii) sending "STOP" to the number we provide You on any of our marketing or promotional SMS; or
  - (iv) using the unsubscribe facility provided in our communications.
- c) Opting out of receiving communications from airtel au will not opt You out of:
  - (i) receiving advertising on certain websites and social media; or
  - (ii) receiving communications from other airtel au Group businesses (including other airtel au Group brands or programs) where You have signed up to those independently of signing up to airtel au Mobile.

If you would like to opt out of other airtel au Group businesses, please follow the opt out facilities in those communications or other opt out options set out in their terms and conditions.

- d) There are some messages that we must be able to send You. These include, for example, messages relating to Your mobile plan, important information about products and services that You have purchased, forgotten passwords, or updates to our T&Cs and Privacy Policy. Opting out of receiving communications from airtel au Mobile will not opt You out of receiving these types of messages.



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## 17. Miscellaneous

### 17.1 Complaints

- a) If You are unhappy with any aspect of the Service provided to You under these Customer Terms, You can speak with one of airtel au' consultants by contacting Customer Care, by writing to airtel au or by sending a facsimile to airtel au.
- b) airtel au will investigate all complaints in accordance with the Complaints Handling Policy, a copy of which can be found on the airtel au Mobile Website. If You require a hard copy of the Complaints Handling Policy, please contact Customer Care.
- c) If airtel au cannot resolve a complaint to Your satisfaction, You may contact the Telecommunications Industry Ombudsman, the Australian Communications and Media Authority, the Australian Competition and Consumer Commission or a State Office of Fair Trading. The Telecommunications Industry Ombudsman is a dispute resolution service for small business and residential customers who have a complaint about their telephone or internet service in Australia. The ACMA, the ACCC or a State Office of Fair Trading can inform You about Your rights and responsibilities as a consumer and offer You advice about how to resolve problems or make a complaint.

### 17.2 Special Assistance

If You have a sight or hearing impairment or have language difficulties, You or a nominated person will need to inform a airtel au consultant, by contacting Customer Care, of Your needs and the airtel au consultant can determine whether airtel au can provide You with the required assistance.

### 17.3 Assignment

- a) airtel au may transfer Your Account, Personal Information and Your Services to another telecommunications provider on the condition that the telecommunications provider continues to provide the Services to You on substantially the same terms and conditions as airtel au provides them to You.
- b) Airtel au will endeavour to give You as much notice as is reasonably practicable of any transfer under Clause 17.3(a).
- c) You may assign any of Your rights and/or obligations under the Customer Terms to any third party provided that You have first obtained Airtel au ' consent.



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#### **17.4 Notices**

- a) A notice issued by You under the Customer Terms must be in writing.
- b) A notice issued by Airtel au under the Customer Terms may be provided by Airtel au :
  - i. delivering the information to You in person;
  - ii. sending the information by pre-paid post to the address listed in Airtel au ' records for You;
  - iii. if the notice relates to a Mobile Service, sending the information to Your Mobile Number by SMS;
  - iv. transmitting the information to Your email address if You have an email address and have given us Your consent to send information to that address;
  - v. by informing You by recorded message, SMS or in writing how to receive the information which is:
    - A) published on the Airtel au Mobile Website;
    - B) provided through a recorded voice message announcement on the Customer Care number; or
    - C) included in the information in Your Account for You to view online at the Airtel au Mobile Website.
- c) A notice issued by Airtel au to You under the Customer Terms will be taken to be received:
  - (i) when it is left at the address supplied by You;
  - (ii) on the fourth day after posting, when sent by ordinary post to the address supplied by You; or
  - (iii) at the time of successful transmission when sent by email or SMS or
  - (iv) the later of when You have been notified that it is available and:
    - A) when it is posted as a recorded voice announcement at the Customer Care number; or
    - B) when it is posted on the Airtel au Mobile Website.

#### **17.5 Severance**

- a) If any part of the Customer Terms is void or unenforceable, then that part will be taken to be removed and will no longer be a part of the Customer Terms.
- b) The remaining parts of the Customer Terms will continue to have full force and effect.



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#### **17.6 Entire Agreement**

- a) The Customer Terms contain the complete understanding between You and Airtel au to the exclusion of any prior or collateral agreement or understanding of any kind relating to the Service.
- b) To the extent that there is an inconsistency between the Customer Terms and any brochures or other advertising material relating to the Services, then the Customer Terms prevail.

#### **17.7 Waiver**

- a) Any waiver of any rights under the Customer Terms must be in writing.
- b) Giving up a right under the Customer Terms in a particular instance, does not mean that that right is given up generally.
- c) Failure to exercise a right in a timely manner will not constitute acceptance of the matter nor suggest a waiver of any right or remedy arising in relation to that matter.

#### **17.8 Governing Law**

The Customer Terms are governed by the laws of NSW.

#### **17.9 Information about Your rights**

Information 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 Office of Fair Trading or Department of Consumer Affairs in Your State or Territory.

#### **18. The meaning of terms used in the Customer Terms**

- a) Singular words include the plural equivalent and vice versa.
- b) Grammatical variations of a word defined in the Customer Terms have a corresponding meaning.
- c) Where the word "including" is used in the Customer Terms, it should be read as "including but not limited to".
- d) The meaning of certain words and abbreviations used in the Customer Terms are set out below.

**Acceptable Use Policy** means the document which sets out Airtel au ' policies in relation to the acceptable and unacceptable uses of the Service.



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**Account** means an account set up in Your name which is linked to Your Service and which contains all records about You, including Your usage records, Charges You incur, Payment Method You use and any Personal Information that You have provided to Airtel au

**Account Password** means the unique password which You establish to be used by Airtel au to identify You when You are seeking to access or change details in Your Account.

**Activate** means the process which You must undertake in order for Airtel au to start providing You with Services. Application means an application for a Service whereby You either: give a verbal voice recording; register online; or subscribe to the Service by any other means that Airtel au may provide to You for that purpose from time to time.

**Australian Consumer Law** means Schedule 2 of the Competition and Consumer Act 2010 (Commonwealth).

**Carrier** means a telecommunications or other service provider that is a carrier as defined in the Telecommunications Act (Cth) 1997.

**Carriage Service Provider** means a telecommunications or other service provider that is a carriage service provider as defined in the Telecommunications Act (Cth) 1997.

**Charge** means any charge related to the Service, a feature of the Service, Your selected recharge and any other amounts payable by You under the Customer Terms.

**Complaints Handling Policy** means the document which sets out Airtel au ' internal complaints handling procedure and which outlines the steps involved in responding to a complaint, including information about time-frames for response, what steps Airtel au will take to investigate the complaint, the escalation process if the complaint is not resolved adequately at the first instance and information about other avenues available to You to resolve the complaint. You can access the Complaints Handling Policy through the Airtel au Mobile Website.

**Connected** means connected to the Service and the Mobile Network.



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**Consequential Loss** means any loss which is indirect, consequential, incidental or special, a loss of revenue, a loss of profits, a loss of anticipated savings, a loss of goodwill, and/or reputation, lost opportunities, loss of business, a loss of data, and/or any loss in connection with a claim of a third party.

**Content** means any music, video, SMS, data, software, information, service or other content which You may access, use, receive, download, upload or transmit when using the Service.

**Credit** means the dollar value in Your Account from which You will pay for the services You use.

**Credit Card** means any credit card accepted by Airtel au as a form of payment for any Charges You incur for the Service, from time to time.

**Credit Expiry Period** means the number of days, months or years, as applicable, from the date of Connection or the date of recharge, that You have to use or add to the Credit in Your Account.

**Customer** means a person who enters into the Customer Terms for the purposes of being supplied a Service or who otherwise acquires a Service from Airtel au as detailed in the Application form.

**Customer Care** means the point of contact for all enquiries regarding the service by phoning 1665 from your Airtel au Mobile (it's a free call) or 1300 10 1234 from any other phone (normal charges apply) or as otherwise advised by Airtel au .

**Customer Terms** is defined in Clause 2.1

**Data Add-on** means a recharge that is specified as being a 'Data Add-on' that may attach to certain base recharges. A Data Add-on may be a recurring or once-off, as specified.

**Debit Card** means any debit card accepted by Airtel au as a form of payment for any Charges You incur for the Service, from time to time.

**Disconnect** means the process by which Airtel au stops Your access to the Service and the Mobile Network. **Events Beyond Airtel au ' Control** means an event or circumstance beyond the reasonable control of Airtel au , including any act of God, civil disorder, war, terrorism, riots, rebellions, revolution or any other unlawful



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act against public order or authority, national or local emergency, elements of nature, fire, flood, earthquake, cyclone, explosion, loss of power, strike, lockout, industrial action, or the act or omission of any Government Agency, or failure in another telecommunications service provider's network.

**Fixed Term Service** means a Service that is acquired on a minimum term basis as set out in the applicable Service Terms. At the end of the minimum term and unless specified otherwise in the Service Terms or agreed with You, a Fixed Term Service will become a Casual Service for the purposes of these General Terms.

**General Terms** means this document.

**Government Agency** means any government or any governmental, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

**GST** means the tax introduced by the A New Tax System (Goods and Services Tax) Act 1999 and the related imposition Acts of the Commonwealth.

**International Calls** means calls to and from Your Service to a mobile handset connected to a public mobile telecommunications network overseas or to any landline connected to a public fixed line telecommunications network overseas. Intellectual Property Rights means all rights conferred under statute, common law and equity in and in relation to trade marks, trade names, logos, inventions, patents, designs, copyright, circuit layouts, confidential information, know-how and trade secrets and all rights and interests in them or licences to use any of them.

**International Roaming** means using Your Service on networks operated by other suppliers in countries outside Australia.

**Loss** means loss, damage, liability, charge, expense, outgoing or cost (including all legal and other professional costs on a full indemnity basis) of any nature or kinds.

**MMS** means Multimedia Messaging Service that includes multimedia objects such as images, audio, video and content rich SMS.



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**Mobile Network** means the mobile telecommunications network Airtel au uses to provide the Mobile Service from time to time. Airtel au uses the Vodafone 4G and 5G network.

**Mobile Network Coverage Area** means the coverage area in which You can access the Mobile Service. For the latest information on the coverage area, visit the Airtel au Mobile Website.

**Mobile Number** means Your mobile service number allocated pursuant to the Telecommunications Numbering Plan. Mobile Service means the mobile telecommunications services that Airtel au supplies under the Customer Terms and includes the Pre-paid Mobile Service.

MPS Code means the Mobile Premium Services (MPS) Code C637:2011 (Variation No. 1-2014) registered by the Australian Communications and Media Authority.

Offer means an offer available from Airtel au to enable Customers to acquire and use the Service.

**Payment Method** means the method You choose to pay for the Service.

Personal Information means information about You including Your name, address and other details and from which Your identity is apparent or can be ascertained and is further defined in the Privacy Act 1998 (Cth).

**Post-paid Mobile Service** means the mobile telecommunications service that Airtel au supplies under these Customer Terms, where You post-pay monthly in arrears for Your use of the Service.

Premises means premises owned or occupied by You or at which You receive the Service.

**Premium Services** means information and entertainment which can be downloaded to a mobile handset and includes, without limitation: ringtones, wallpapers, games, music tracks and videos; news, weather, sports results; entering quizzes, voting in TV competitions; and chat groups, dating services and horoscopes and regulated under the MPS Code.

**Premium SMS** means an SMS which is charged at a higher rate than Standard SMS.

**Pre-paid Mobile Service** means the mobile telecommunications service that Airtel au supplies under these Customer Terms, where You pay in advance for





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Your use of the mobile service and are not bound by any minimum contract period.

Privacy Policy means the privacy policy, which sets out how Airtel au collects and uses Your Personal Information. You can access the Privacy Policy by visiting the Airtel au Mobile website or You may request a hard copy by contacting Customer Care.

**Service** means Mobile Service You have chosen to acquire from Airtel au, unless the context requires otherwise. Service Terms means the document entitled "Service Terms" which relates to a particular Service and sets out the terms and conditions that are specific to that Service.

**SMS** means short message service and is a communications service allowing the interchange of short text messages of up to 160 characters each from a mobile telephone, phone or computer service to another such service.

**Standard MMS** means MMS excluding video MMS.

Standard SMS means sending from within Australia an SMS from Your Service, to another Australian mobile service also connected to a public mobile telecommunications network in Australia, fixed line phone (excluding 13, 1300, 18 and 1800 numbers) service within Australia or computer service within Australia. Standard SMS excludes, without limitation, Premium SMS, MMS, WAP services and Content.

**Tax Invoice** means the definition given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth). Telecommunications Numbering Plan means the Telecommunications Numbering Plan 1997, which establishes a framework for the numbering of carriage services in Australia.

WAP means Wireless Application Protocol which is an open international standard for application layer network communications in a wireless communications environment. Its main use is to enable access to the Internet from a mobile handset. A WAP browser provides all of the basic services of a computer based web browser but simplified to operate within the restrictions of a mobile handset. Airtel au means Airtel au Group Limited (ABN 88 000 014 675).

**Airtel au Equipment** means any equipment supplied by Airtel au or a Airtel au to You to enable You to access and use the Service and the Mobile Networks, other than any equipment that You purchase from Airtel au.



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**Airtel au Website** means the website at [www.Airtelau.com.au](http://www.Airtelau.com.au) as updated from time to time. **Airtel au Supplier** means any supplier of goods or services which is used directly or indirectly by Airtel au in the supply of the Service and any features of the Service, including other Carriers, Carriage Service Providers, telecommunications service providers or mobile handset manufacturers.