

## TELECHOICE PREPAID MOBILE SERVICES

<b>1. ABOUT THIS MOBILE SERVICE.....</b>	<b>3</b>
<b>2. THE TELECHOICE PREPAID MOBILE SERVICE.....</b>	<b>3</b>
2.1 What is the <i>TeleChoice Prepaid Mobile Service</i> ? .....	3
2.2 Who supplies the Mobile Service? .....	3
2.3 Coverage.....	4
2.4 Use of the TeleChoice Mobile Service .....	4
2.5 Applying for the TeleChoice Prepaid Mobile Service .....	5
<b>3. TELECHOICE PREPAID MOBILE SERVICE CHARGES.....</b>	<b>5</b>
3.1 Monthly credit limit.....	5
3.2 What does the cost of the TeleChoice Mobile Service depend on? .....	5
3.3 What are the fees and charges for using the TeleChoice Prepaid Mobile Service? .....	6
3.4 Types of fees and charges (including minimum monthly payments, administration charges and other charges).....	6
3.5 How does TeleChoice calculate fees and charges?.....	7
3.6 Can you change your pricing plan?.....	7
3.7 Variable charges.....	7
<b>4. PAYMENTS OPTIONS AND METHODS.....</b>	<b>7</b>
4.1 Telechoice invoices .....	7
4.2 What will appear on your invoice? .....	8
4.3 TeleChoice may use a billing agent to bill you.....	8
4.7 What happens if you do not recharge your plan by the expiry date? .....	10
4.8 Multiple Mobile Services .....	10
4.9 What happens if you have overpaid?.....	10
<b>5. NETWORK LOCKING .....</b>	<b>11</b>
<b>6. SIM CARD .....</b>	<b>11</b>
6.1 What do I need to connect to the TeleChoice Prepaid Mobile Service? .....	11
6.2 Who owns the SIM card?.....	12
6.3 What do you do if your SIM card is lost or stolen? .....	12
6.4 Replacing the SIM card.....	12
<b>7. PHONE NUMBERS .....</b>	<b>12</b>
7.1 How do you obtain a <i>phone number</i> ? .....	12
7.2 How are phone numbers allocated? .....	12
7.3 Can TeleChoice change the phone number TeleChoice has allocated to you?.....	13
7.4 Can you change the phone number TeleChoice has allocated to you? .....	13
7.5 Who owns the phone number?.....	13
7.6 TeleChoice's liability to you in respect of phone numbers .....	13
<b>8. MOBILE NUMBER PORTABILITY .....</b>	<b>14</b>
8.1 Porting from another carrier or carriage Mobile Service provider.....	14
8.2 Porting from TeleChoice.....	15

<b>9. YOUR MOBILE PHONE</b> .....	<b>15</b>
9.1 Provision of the mobile phone .....	15
9.2 Providing proof of ownership of your mobile phone .....	15
9.3 Your responsibilities in relation to your mobile phone .....	16
9.4 What can TeleChoice do if your mobile phone is faulty or interferes with the TeleChoice Mobile Service? .....	16
<b>10. LOST OR STOLEN MOBILE PHONES</b> .....	<b>16</b>
10.1 What should you do if your mobile phone is lost or stolen? .....	16
10.2 Reactivating the TeleChoice Mobile Service or de-activating IMEI blocking .....	16
10.3 Important things to note whilst your mobile phone is suspended or IMEI blocking is activated .....	17
10.4 In what other circumstances could TeleChoice block your mobile phone? .....	17
10.5 Who do TeleChoice inform that your mobile phone is blocked or unblocked? .....	17
<b>11. PHONE NUMBER DISPLAYS</b> .....	<b>17</b>
11.1 Calling Number Display (CND) .....	17
11.2 SMS and MMS .....	18
<b>12. ACCESS RESTRICTIONS</b> .....	<b>18</b>
12.1 Barring of calls made from the mobile phone .....	18
12.2 Barring of calls to 190 numbers .....	18
TeleChoice does not offer calls to 190 numbers .....	18
12.3 International Calls .....	18
<b>13. TEMPORARY SUSPENSION OF THE TELECHOICE PREPAID MOBILE SERVICE BY YOU</b> .....	<b>18</b>
13.1 Can you temporarily suspend the TeleChoice Mobile Service? .....	18
13.2 Will you have to pay the minimum monthly payment whilst the TeleChoice Mobile Service is temporarily suspended? .....	18
13.3 What calls can you make or receive when the TeleChoice Mobile Service is suspended? .....	19
<i>You cannot receive any incoming calls or make any outgoing calls, except to emergency Mobile Services, when the TeleChoice Mobile Service is suspended by you</i> .....	19
13.4 For how long can you temporarily suspend the TeleChoice Mobile Service? .....	19
<b>14. BARRING AS AN ALTERNATIVE TO SUSPENSION</b> .....	<b>19</b>
<b>15. SUPPLIER AND THIRD PARTY MOBILE SERVICES</b> .....	<b>19</b>
<b>16. VALUE ADDED MOBILE SERVICES</b> .....	<b>20</b>
<b>17. CONTACTING TELECHOICE</b> .....	<b>20</b>

## 1. ABOUT THIS MOBILE SERVICE

- (a) This document describes the *TeleChoice Prepaid Mobile Service*.
- (b) The agreement consists of:
  - (i) Your application;
  - (ii) The general terms;
  - (iii) This Mobile Service description;
  - (iv) The pricing tables;
  - (v) The dictionary; and
  - (vi) The appendices.
- (c) You may obtain a copy of the latest version of the above documents from the *TeleChoice* website:  
[www.telechoice.com.au/legal](http://www.telechoice.com.au/legal)
- (d) Where you may be charged a fee or charge, then this fee or charge is set out in the *pricing tables*.
- (e) Please check the *pricing tables* carefully to see what fees and charges apply to your use of the *TeleChoice Mobile Service*.
- (f) In this document, any reference to the *TeleChoice Mobile Service* means the *TeleChoice Prepaid Mobile Service*.

## 2. THE TELECHOICE PREPAID MOBILE SERVICE

### 2.1 What is the *TeleChoice Prepaid Mobile Service*?

- (a) The *TeleChoice Prepaid Mobile Service* allows you to:
  - (i) Make *calls* from and receive calls to your *mobile phone*; and
  - (ii) Send *content* from and receive *content* to your *mobile phone*, including data calls,on *TeleChoice's network* for your own personal use only.
- (b) *TeleChoice* does not offer *value added Mobile Service features* when you connect to the *TeleChoice Prepaid Mobile Service*.

### 2.2 Who supplies the Mobile Service?

- (a) *TeleChoice* supplies the *TeleChoice Prepaid Mobile Service* to you.

- (b) TeleChoice's *Carrier* supplies the *TeleChoice Prepaid Mobile Service* to *TeleChoice* and *TeleChoice* re-supplies the *TeleChoice Mobile Service* to *you*.
- (c) *TeleChoice* may elect to provide *you* with access to the *TeleChoice Prepaid Mobile Service* via an alternative access method or an alternative *Mobile Service* comparable to the *TeleChoice Prepaid Mobile Service*. If *TeleChoice* chooses to change your access method to the *TeleChoice Mobile Service*, or the *TeleChoice Mobile Service*, *TeleChoice* will notify you of any:
  - (i) Substantial changes to the *TeleChoice Prepaid Mobile Service*;
  - (ii) Changes to the terms and conditions on which *TeleChoice* delivers the *TeleChoice Mobile Service* to you; and
  - (iii) The new terms and conditions on which *TeleChoice* delivers the alternative *Mobile Service* to you, if any.

### 2.3 Coverage

- (a) The *TeleChoice Prepaid Mobile Service* is not available in all areas of Australia. *You* may obtain coverage maps showing where the *TeleChoice Mobile Service* is available in Australia from *TeleChoice* or from the *TeleChoice* website: [www.telechoice.com.au](http://www.telechoice.com.au). *You* are responsible for inquiring whether coverage is available in the area in which *you* would normally use the *TeleChoice Mobile Service*.
- (b) In areas that the *TeleChoice Mobile Service* is available, it is technically impracticable for *TeleChoice* to guarantee that:
  - (i) The *TeleChoice Mobile Service* is available in each place within an area where there is coverage;
  - (ii) '*Drop-outs*' will not occur during a call; and
  - (iii) There will be no congestion on *TeleChoice's network*.
- (c) *International Roaming* is not available on your *TeleChoice Prepaid service*,
- (d) Due to technical reasons, *TeleChoice* cannot guarantee that calls to '13' or '18' prefix numbers will be diverted to the nearest location for that '13' or '18' prefix number.

### 2.4 Use of the TeleChoice Mobile Service

- (a) In addition to any other obligations *you* may have under this Agreement (including your obligations under the general terms and the Fair Use Policy (Appendix B), *you* must not:
  - (i) Make or receive *calls* or send or receive *content* on *TeleChoice's network* other than for your own personal use;

- (ii) Wholesale any Mobile Service (including transit, refile or aggregate domestic or international traffic) on *our network*; or
- (iii) Use the *TeleChoice Mobile Service* (including any *SIM card*) in connection with a device that switches or reroutes calls to or from TeleChoice's network or the *network* of any *supplier*,

without obtaining *TeleChoice's* written consent first. *TeleChoice* may give or withhold *TeleChoice's* consent, or make *TeleChoice's* consent subject to conditions, in *TeleChoice's* discretion.

- (b) If *you* breach paragraph (a) above, *TeleChoice* may, in addition to and without limiting *TeleChoice's* other rights under the *agreement*, immediately suspend or cancel the *TeleChoice Mobile Service*. *TeleChoice* will notify *you* if *TeleChoice* do this.
- (c) Change of ownership is permitted as long as the new applicant meets *TeleChoice's* ID Verification criteria and both *you* and the new owner agree to the conditions on the Change of Ownership form.

## **2.5 Applying for the TeleChoice Prepaid Mobile Service**

You must pass the ID verification at the time you apply for the *TeleChoice Mobile Service*. ID Verification will not affect your credit file. ID Verification is required to comply with the law as set out for the provision of prepaid services,

## **3. TELECHOICE PREPAID MOBILE SERVICE CHARGES**

### **3.1 Monthly credit limit**

- (a) *TeleChoice* will generally advise *you* if *you* have reached your credit limit via SMS and/or email *and to* advise *you* that your Mobile Service may be subject to restrictions.
- (b) *Your* use of the *TeleChoice Mobile Service* above your credit limit is not possible, if *you* wish to continue using your service *you* will need to recharge your plan .
- (c) *TeleChoice* is not able to include all charges, including those from *third parties*.

### **3.2 What does the cost of the TeleChoice Mobile Service depend on?**

The cost of the *TeleChoice Mobile Service* depends on:

- (a) The recharge *pricing plan* *you* select;
- (b) *Your* use of the *TeleChoice Prepaid Mobile Service* (including, for example, length of *call*, time and day of call (which may not be the local time where the *call* is made), destination of *call* and *call* type.; and

- (c) Any changes you make to your pricing plan, the value-added Mobile Service features you use or acquire and if you accept the terms of a special.

### 3.3 What are the fees and charges for using the TeleChoice Prepaid Mobile Service?

- (a) You must pay:
  - (i) The fees and charges for the TeleChoice Prepaid Mobile Service, which are set out in the pricing tables, on TeleChoice's website [www.telechoice.com.au](http://www.telechoice.com.au), or in any applicable special; and
  - (ii) Any additional fees and charges noted in the agreement (including in your application) or notified by TeleChoice in accordance with the agreement from time to time.
- (b) You must pay all fees and charges which are incurred for the TeleChoice Prepaid Mobile Service even if you did not authorise its use, including any fees and charges incurred by your secondary contact arising from that person's access to and operation of your account.
- (c) You must pay the fees and charges for the TeleChoice Mobile Service even if the TeleChoice Mobile Service is unavailable or you are unable to access the TeleChoice Mobile Service. You will be entitled to a refund or a rebate under clause 11.4 of the General Terms if:
  - (i) You suffer a significant loss of access to, or use of, the TeleChoice Mobile Service; and
  - (ii) The loss was not as a result of circumstances reasonably attributable to you or your equipment.

### 3.4 Types of fees and charges (including minimum monthly payments, administration charges and other charges)

- (a) You will be charged that amount each month regardless of the actual usage of the TeleChoice Mobile Service during that month.
- (b) Unused portions of the included usage credit component of your minimum monthly payment will be forfeited and cannot be used in any way in subsequent months.
- (c) Monthly included calls/text/photos will appear in your online account.
- (d) Some charges, including the following, **are not** included in your included plan value:
  - (i) Any insurance charges;
  - (ii) Any equipment charges;

- (iii) *Minimum monthly recharge*; and
  - (iv) Calls to special numbers, texts or photos to special numbers, premium rate Mobile Services and Third Party content, unless specified otherwise.
- (e) The *pricing tables* include full details of what is included in and excluded from your *pricing plan*.
- (f) In addition to the fees and charges *you* incur in the normal use of the *TeleChoice Prepaid Mobile Service* (including a *minimum monthly recharge payment*), *TeleChoice* may charge *you* an administration fee and other similar charges. These costs may include suspension fees or cancellation fees, invoice reprint fees, barring fees, payment dishonour fees and reconnection or reactivation fees. These charges are set out in the pricing tables for your *TeleChoice Prepaid Mobile Service*.

### **3.5 How does TeleChoice calculate fees and charges?**

- (a) To calculate fees and charges, *TeleChoice* looks at billing information generated or received by *TeleChoice*.

### **3.6 Can you change your pricing plan?**

- (a) You may change your *pricing plan*:
- (i) By paying for a new recharge; money paid and unused credit from your previous recharge will be forfeited and cannot be refunded.
  - (b) Under the terms of your *pricing plan* there may be conditions attached to changing your *pricing plan*. Please refer to the *pricing tables* for details of your *pricing plan*

### **3.7 Variable charges**

- (a) Some fees and charges for the *TeleChoice* Mobile Service are subject to variation, such as charges relating to:
- (i) *International Mobile Services* or *International roaming*;
  - (ii) Content or premium Mobile Services; and
  - (iii) The cost of your monthly recharge.

## **4. PAYMENTS OPTIONS AND METHODS**

### **4.1 Telechoice invoices**

Every time you purchase a SIM card or recharge, an invoice will be generated and issued to your account. *TeleChoice* does not send invoices to you; your historical invoices can be accessed through the website by logging in to your *TeleChoice* Members account.

#### 4.2 What will appear on your invoice?

*TeleChoice* will try to include on your invoice all charges for the relevant recharge period.

#### 4.3 TeleChoice may use a billing agent to bill you

*TeleChoice* may bill you using a billing agent (which may be another *TeleChoice* group company).

#### 4.3 Purchase and recharge

Your *TeleChoice Mobile Service* can be purchased and recharged using the following payment methods:

- (a) in store – buy a SIM PACK using cash or credit/debit card; or
- (b) online mobile App, SMS – Visa or MasterCard credit/debit card.

Not all of the above-mentioned methods can be used for all types of purchases, refer to the website [telechoice.com.au/prepaid](http://telechoice.com.au/prepaid) for the latest information on products available and how you can purchase them.

#### 4.4 Recharge using Visa or Mastercard credit or debit card

You can recharge your *TeleChoice Mobile Service* using your stored Visa or MasterCard credit or debit card:

- (a) by an *online* payment through your TeleChoice Members account;
- (b) by SMS (must *have* a stored credit or debit card on your account);
- (c) by *mobile* app; or
- (d) by *enabling* the auto recharge facility in your TeleChoice Members online account/app;
- (e)

#### 4.5. Storing your payment details on your account

- (a) When you store your credit or debit card details on your TeleChoice member's account, you are authorising that:
  - (i) You are the *owner* of the payment method and authorised to make purchases using it;
  - (ii) the payment method can be used for purchases and recharges made through the website, including where you have enabled auto recharge on a plan;
  - (iii) the payment method can be used for SMS recharge when a request is received from your mobile number. Any SMS



messages received from your mobile number containing a request to recharge and the plan name required is deemed as authorisation to use your credit or debit card details for payment; and

- (iv) the payment method can be used for recharges made through the TeleChoice mobile app. Any request to recharge your TeleChoice service through the mobile app or TeleChoice Members account is deemed as authorisation to use your credit or debit card details for payment.
- (b) You can remove your payment details at any time through your TeleChoice member's online account.
- (c) If you make an Auto Recharge Request, it is your responsibility to ensure that:
- (i) sufficient cleared funds are *available* in your account to allow a debit payment to be made in accordance with the Auto Recharge Request;
  - (ii) the authorisation to debit the Account is in the same name as the Account signing instruction held by the Financial Institution where the Account is held;
  - (iii) suitable arrangements are made if the auto recharge is cancelled:
    - by yourself;
    - by your financial institution; or
    - for any other reason; and
  - (iv) you should check your tax invoice to verify that the amounts debited from your account are correct.
- (d) If *TeleChoice* is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay *TeleChoice* on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
- (e) If your payment is later cancelled, reversed or reported as unauthorised, *TeleChoice* may (at *TeleChoice's* option):
- (i) cancel all your remaining credits for your *TeleChoice Mobile Service*; and/or
  - (ii) require you to pay (as per the Rate Tables) for the *TeleChoice Mobile Service* you used before cancellation; and/or

- (iii) decline to provide you with further *TeleChoice Mobile Services* until such payment has been made; and/or
- (iv) suspend your *TeleChoice Mobile Service* until a payment method acceptable to *TeleChoice* has been provided; and/or
- (v) terminate your *TeleChoice Mobile Service* if you fail to provide an alternate payment method or repay the recharge.

#### 4.6. Dishonoured recharge transactions

- (a) If your recharge or new order transaction is dishonoured or rejected by your financial institution, *TeleChoice* will not process your recharge transaction.
- (b) *TeleChoice* will not automatically attempt to recharge your *TeleChoice Mobile Service*. You will be required to recharge your plan manually using the members area, or you may call us on 1300 835 324.
- (c) A *chargeback fee* is applicable on your account, a fee of \$30.00 will be applied to cover the administrative costs associated with processing the dispute, if it is to be found that you [*the customer*] is at fault. This fee is in addition to any outstanding balance related to the transaction.

#### 4.7 What happens if you do not recharge your plan by the expiry date?

If *you* do not recharge your plan by the date the expiry is due, *TeleChoice* may:

- (a) Stop *you* using some or all of the *TeleChoice Mobile Service* (including restricting outgoing and incoming calls, texts, photos);
- (b) Bar, suspend or cancel the *TeleChoice Mobile Service*, in accordance with clause 12.1 or 12.3 of the general terms as relevant or in accordance with this *Mobile Service description*. If *TeleChoice* bars, suspends or cancels the *TeleChoice Mobile Service*, *TeleChoice* may charge *you* a barring fee, suspension fee, cancellation fee or reconnection or reactivation fee. Reconnection or reactivation of the *TeleChoice Mobile Service* is subject to payment of the reconnection or reactivation fee. *You* should see the relevant pricing table for the *TeleChoice Mobile Service* concerned to check if a barring fee, suspension fee, cancellation fee, reconnection or reactivation fee applies, and if so, what that fee is.

#### 4.8 Multiple Mobile Services

If *you* have more than one *TeleChoice Prepaid Mobile Service* and have not paid for the plan recharge, your mobile services will not be able to make calls, send SMS or use data until you have otherwise recharged your plans.

**4.9 What happens if you have overpaid?**

- (a) If you have overpaid as a result of a billing error:

- (i) Your account will be credited with the amount *you* have overpaid; or
  - (ii) If *you* have stopped obtaining the *TeleChoice* Mobile Service, *TeleChoice* will use reasonable endeavours to notify *you* that *you* have overpaid and refund the over payment.
- (b) When *TeleChoice* refunds overpaid amounts under this clause, *TeleChoice* will refund the overpaid amount to *you* by sending *you* a cheque, unless your overpayment was made by credit card where *TeleChoice* will pay the refund back against your credit card.
  - (c) Any credits applied to your account will first be used to offset any outstanding overdue charges before a refund will be issued.

## 5. NETWORK LOCKING

- (a) If your mobile phone has been obtained from *TeleChoice*, it may have been programmed to only work on *TeleChoice*'s supplier's network. This is known as network locking.
- (b) To disable network locking on your mobile phone *you* must contact *TeleChoice* on 1300 835 324 to obtain a code to unlock your mobile phone.
- (c) Before *TeleChoice* provides *you* with the code to unlock *your* mobile phone *you* may have to pay a network locking removal fee (see the pricing tables for details).
- (d) Only an account holder (or *secondary contact*) can disable the network locking from *your mobile phone*.
- (e) *TeleChoice* may refuse to disable the network locking from *your mobile phone* if:
  - (i) *You* are in breach of the terms of your *Agreement* with *TeleChoice*; or
  - (ii) *You* have already ported and *TeleChoice* has invoiced *you* for the network locking removal fee but *you* have not paid that amount.

## 6. SIM CARD

### 6.1 What do I need to connect to the *TeleChoice* Prepaid Mobile Service?

- (a) To be able to connect to the *TeleChoice Prepaid* Mobile Service, *you* need a *SIM card*.
- (b) If *you* do not already have a *SIM card* for use with the *TeleChoice Prepaid* Mobile Service, *TeleChoice* will give *you* a *SIM card*. *You* may have a *SIM card* if *you* transfer from a *TeleChoice* pre-paid Mobile Service to the *TeleChoice* Mobile Service.

- (c) *You must keep the SIM card secure and only use it to access TeleChoice's Prepaid Mobile Service.*

## **6.2 Who owns the SIM card?**

- (a) *TeleChoice owns the SIM card and it remains the property of TeleChoice at all times.*
- (b) *TeleChoice may request that you return the SIM card if TeleChoice issues you with a replacement SIM card or TeleChoice no longer supplies the TeleChoice Prepaid Mobile Service to you. TeleChoice may charge you a replacement fee if you do not return the SIM card upon TeleChoice's request.*
- (c) *You must not interfere with or impair the operation of the SIM card.*

## **6.3 What do you do if your SIM card is lost or stolen?**

- (a) *TeleChoice is not responsible for any lost or stolen SIM cards.*
- (b) *You must call TeleChoice on 1300835324 as soon as possible if the SIM card TeleChoice has given you is lost or stolen or damaged so TeleChoice can bar outgoing calls, suspend the TeleChoice Mobile Service and/or activate IMEI blocking on your mobile phone (see clause 10 below).*
- (c) *If your SIM card is lost or stolen and you do not notify TeleChoice, TeleChoice may cancel your TeleChoice Prepaid Mobile Service in accordance with clause 12.3 of the general terms.*
- (d) *You are responsible for all charges for calls made using the lost or stolen SIM card up until the time you notify TeleChoice that your SIM card has been lost or stolen and TeleChoice bars outgoing calls or suspends the TeleChoice Prepaid Mobile Service or activates IMEI blocking (see clause 10 below).*

## **6.4 Replacing the SIM card**

Unless you are otherwise in breach of the *agreement*, TeleChoice will replace the SIM card (including where your mobile phone has been lost or stolen or the SIM card has been damaged) and may charge you a replacement fee.

## **7. PHONE NUMBERS**

### **7.1 How do you obtain a phone number?**

If you do not already have a phone number for your mobile phone for use with the TeleChoice Prepaid Mobile Service, TeleChoice will issue you a phone number.

### **7.2 How are phone numbers allocated?**

- (a) *All phone numbers are selected, issued and used by TeleChoice in accordance with the ACMA's Numbering Plan and*

Telecommunications Numbering Plan Number Declarations  
(*numbering regulations*).

- (b) For an additional charge, *you* may apply for a more memorable phone number (“Premium Number”).

**7.3 Can TeleChoice change the phone number TeleChoice has allocated to you?**

- (a) *TeleChoice* may be required to vary, withdraw, suspend or re-assign a *phone number* *TeleChoice* has issued to *you* in order for *TeleChoice* to comply with the *numbering regulations*.
- (b) *TeleChoice* will give *you* as much notice as is reasonably practicable if *TeleChoice* has to do this.

**7.4 Can you change the phone number TeleChoice has allocated to you?**

- (a) You may request a new *phone number*. If *TeleChoice* agrees to issue *you* a new *phone number*, *you* may have to pay a charge.
- (b) If *you* need a new *phone number* because *you* have received calls of a harassing nature and *you* reported the matter to the relevant law enforcement agency, *TeleChoice* will supply *you* with a new phone number free of charge on the first two occasions. *You* will have to pay a charge for any further *phone number* changes.

**7.5 Who owns the phone number?**

- (a) You do not own the *phone number* and *your* right to use the *phone number* ends if *you* no longer obtain the Mobile Service from *TeleChoice* unless *you* port the *phone number* (see clause 8 below).
- (b) If *you* stop obtaining the Prepaid Mobile Service from *TeleChoice* and do not port the *phone number*, *TeleChoice* may issue the *phone number* to another customer in accordance with the *numbering regulations*.

**7.6 TeleChoice’s liability to you in respect of phone numbers**

*TeleChoice* is not liable to *you* for any expense or loss incurred by *you* or your business due to:

- (a) Any variation, withdrawal, suspension or re-assignment of the *phone number* under clause 7.3 above; or
- (b) *Your* ceasing to have the right to use the *phone number* under clause 7.5(a) above.

## 8. MOBILE NUMBER PORTABILITY

### 8.1 Porting from another carrier or carriage Mobile Service provider

- (a) You may be able to *port a phone number* you have obtained from another carrier or *carriage Mobile Service provider* when you connect to the *TeleChoice Prepaid Mobile Service*.
- (b) By signing the *port authorisation form* or having your port authorisation voice recorded, you:
  - (i) Authorise *TeleChoice* to sign on *your* behalf and in *your* name forms of authority to your current supplier to *port your phone number* to *TeleChoice*;
  - (ii) Authorise *your* current supplier to *port your phone number* to *TeleChoice*;
  - (iii) Authorise *TeleChoice* to disclose information in the *port authorisation* to other suppliers in the event of dispute over *porting* to *TeleChoice*; and
  - (iv) Will remain responsible for all amounts owing to *your* current supplier for any *Mobile Services* they supply to *you*.
- (c) If you have signed a *port authorisation form* or had your port authorisation voice recorded to *port your phone number* to *TeleChoice* from *your* previous supplier, *TeleChoice* will use all reasonable efforts to *port your phone number* on the requested cut over date but has no liability to *you* for any delays in *porting*. The requested cut over date should not be more than 30 days from the date of making the request to *port your phone number* as long as you provide *TeleChoice* with any information or make changes *TeleChoice* advises *you* to make.
- (d) *TeleChoice* will not charge *you* a fee for porting a *phone number* from another *carrier* or *carriage service provider*.
- (e) You must not cancel the *Mobile Service* you have with the other *carrier* or *carriage service provider* before you *port* the *phone number*. *TeleChoice* will inform the *carrier* or *carriage service provider* from which you have *ported* the *phone number* that you have *ported* the *phone number* and they will cancel the *Mobile Service*.
- (f) You may need a new *mobile phone* or you may need to have your *mobile phone* unlocked if you are *porting* between different *mobile networks* or types of *mobile networks*.

## 8.2 Porting from TeleChoice

- (a) You can *port* a *phone number* you have obtained from *TeleChoice* for use with the Mobile Service to another *carrier* or *carriage Mobile Service provider*.
- (b) *TeleChoice* may charge you a fee to *port* the *phone number* to another *carrier* or *carriage Mobile Service provider*.
- (c) You must not cancel the *TeleChoice Prepaid Mobile Service* before you *port* the *phone number*. The *carrier* or *carriage Mobile Service provider* to which you have *ported* the *phone number* will inform *TeleChoice* that you have *ported* the *phone number* and *TeleChoice* will cancel the *TeleChoice Mobile Service*.
- (d) You can only *port* the phone number.
- (e) You may only *port* a *phone number* for which you are the authorised customer.
- (f) If you *port your phone number* to another *carrier* or *carriage Mobile Service provider*, any included usage credits you have on your account will be lost and you must pay *TeleChoice*:
  - (i) Any charges outstanding on your account.
  - (ii) Any fees or charges imposed by *TeleChoice's carrier* as a result of you *porting your phone number* to another *carrier* or *carriage Mobile Service provider*.

## 9. YOUR MOBILE PHONE

### 9.1 Provision of the mobile phone

- (a) You may obtain a *mobile phone* from *TeleChoice* for use with the *TeleChoice Prepaid Mobile Service*, or you may choose to use a mobile phone you have or have obtained from a third party.
- (b) You may also obtain a mobile phone from *TeleChoice's website* for use with the *TeleChoice Prepaid Mobile Service*.
- (c) Any *mobile phone* or device that you wish to use with the *TeleChoice Mobile Prepaid Service* must be of a kind approved by *TeleChoice*.

### 9.2 Providing proof of ownership of your mobile phone

- (a) To protect consumers from illegal trade in *mobile phones*, if *TeleChoice* has a reasonable belief that your *mobile phone* is stolen, *TeleChoice* may ask you to provide proof of ownership of your *mobile phone*.



- (b) If *TeleChoice* asks *you* to provide proof, *you* must provide *TeleChoice* with that proof within ten (10) business days.

### 9.3 Your responsibilities in relation to your mobile phone

- (a) Unless *you* obtain the *mobile phone* from *TeleChoice* for use with the *TeleChoice Mobile Service*, *TeleChoice* makes no warranty under the *Agreement*:
- (i) That the *mobile phone* is suitable for use in connection with the *TeleChoice Prepaid Mobile Service*.
  - (ii) About the quality of the *mobile phone*.
- (b) Unless *you* obtain the *mobile phone* from *TeleChoice* for use with the *TeleChoice Prepaid Mobile Service*, *you* are responsible for making sure that:
- (i) All regulatory approvals for your *mobile phone* have been obtained; and
  - (ii) Your *mobile phone* complies with all relevant technical regulations and specifications at all times.
- (c) You are responsible for the maintenance of your *mobile phone*.

### 9.4 What can TeleChoice do if your mobile phone is faulty or interferes with the TeleChoice Mobile Service?

- (a) If your *mobile phone* appears to be faulty or interferes with the *TeleChoice Mobile Service*, *TeleChoice* is entitled to require *you* to: Cease using that *mobile phone* until the problem has been corrected.

## 10. LOST OR STOLEN MOBILE PHONES

### 10.1 What should you do if your mobile phone is lost or stolen?

If your *mobile phone* is lost or stolen, *you* must inform *TeleChoice* and *you* may then request:

- (a) That the *TeleChoice Prepaid Mobile Service* be suspended (in which case clause 13 below applies); and/or
- (b) *IMEI blocking* be activated. *TeleChoice* will ask its *Carrier* to activate *IMEI blocking* on *TeleChoice's* behalf.

### 10.2 Reactivating the TeleChoice Mobile Service or de-activating IMEI blocking

If *you* find your *mobile phone* or it is returned to *you*, *you* will need to contact *TeleChoice* to request:

- (a) Reactivation of the *TeleChoice Prepaid Mobile Service*; and/or

- (b) *IMEI blocking* be de-activated. *TeleChoice* will ask its *Carrier* to de-activate *IMEI blocking*. There may be a delay in doing this.

*TeleChoice* will also reactivate *value added Mobile Service features* (for example, diversions) upon request.

### **10.3 Important things to note whilst your mobile phone is suspended or IMEI blocking is activated**

- (a) To contact emergency Mobile Services while your phone is blocked, *you* must dial 112 (rather than 000).
- (b) Customers with hearing impairments who wish to access the TTY 106 emergency Mobile Services number from their mobile phone should be aware that this number may not work from some blocked mobile phones.

### **10.4 In what other circumstances could TeleChoice block your mobile phone?**

- (a) If *you* obtain a *mobile phone* that *TeleChoice* reasonably believes is lost or stolen, *TeleChoice* may contact its *Carrier* and request *IMEI blocking* to be activated on your *mobile phone* without *your* consent, even if *you* are not aware it is stolen.
- (b) If *you* obtain the *TeleChoice Prepaid Mobile Service* from *TeleChoice* under false pretences, *TeleChoice* may contact its *Carrier* and request *IMEI blocking* to be activated on your *mobile phone* without *your* consent.
- (c) In the event that *TeleChoice* knows that *you* have made an insurance claim when *your* mobile phone is lost or stolen, if *IMEI blocking* is not already activated *TeleChoice* will contact its *Carrier* and request *IMEI blocking* to be activated on *your mobile phone*.

### **10.5 Who do TeleChoice inform that your mobile phone is blocked or unblocked?**

In the event that *TeleChoice* activates or de-activates *IMEI blocking* on *your mobile phone*, *TeleChoice* will inform other national *carriers* to put this block or unblock into effect on their own *networks*.

## **11. PHONE NUMBER DISPLAYS**

### **11.1 Calling Number Display (CND)**

- (a) If *you* do not bar *CND* on your *mobile phone*, the *phone number* assigned to *you* may be displayed on the phone of the person *you* are calling.
- (b) When another person calls *you*, the *phone number* of that person may be displayed on your *mobile phone* if that person has not barred *CND* on their phone.

## **11.2 SMS and MMS**

When *you* send a SMS or MMS, the *phone number* assigned to *you* or *your* name may be displayed on the phone of the person to whom *you* are messaging. *You* cannot bar the phone number assigned to *you* or *your* name when *you* send a SMS or MMS.

## **12. ACCESS RESTRICTIONS**

### **12.1 Barring of calls made from the mobile phone**

At your request, *TeleChoice* can bar certain calls made from the *mobile phone*. *TeleChoice* cannot bar calls to emergency Mobile Service numbers 112 and 000.

### **12.2 Barring of calls to 190 numbers**

TeleChoice does not offer calls to 190 numbers.

### **12.3 International Calls**

*TeleChoice's* Prepaid Mobile Services are enabled to call most international countries. If *you* want to activate access to international calls, or request access to other countries, please contact Customer Service. A list of available countries and call rates can be viewed on TeleChoice's website and may change from time to time.

## **13. TEMPORARY SUSPENSION OF THE TELECHOICE PREPAID MOBILE SERVICE BY YOU**

### **13.1 Can you temporarily suspend the TeleChoice Mobile Service?**

*TeleChoice* may temporarily suspend the *TeleChoice Prepaid Mobile Service* at *your* request.

### **13.2 Will you have to pay the minimum monthly payment whilst the TeleChoice Mobile Service is temporarily suspended?**

- (a) *You do not* have to pay a *minimum monthly payment* whilst the *TeleChoice Mobile Service* is temporarily suspended.
- (b) The period for which your *Mobile Service* remains suspended will count towards the total amount of time your service can remain suspended.

**13.3 What calls can you make or receive when the TeleChoice Mobile Service is suspended?**

*You cannot receive any incoming calls or make any outgoing calls, except to emergency Mobile Services, when the TeleChoice Mobile Service is suspended by you.*

**13.4 For how long can you temporarily suspend the TeleChoice Mobile Service?**

The maximum length of time you do not recharge your mobile number is 120 days (Additional Period) – your Service may be permanently cancelled after this time (which may result in permanent loss of the phone number of your Service). We may send you a cancellation alert but we are not obliged to.

**14. BARRING AS AN ALTERNATIVE TO SUSPENSION**

- (a) *TeleChoice may choose to bar outgoing and incoming calls and/or content on your mobile phone, instead of suspending the TeleChoice Prepaid Mobile Service.*
- (b) *If TeleChoice bars outgoing and incoming calls and/or content on your mobile phone, TeleChoice may later suspend or cancel the TeleChoice Mobile Service for the same or a different reason.*
- (c) *Unless incoming calls have been barred, you may still receive incoming calls when the TeleChoice Prepaid Mobile Service is barred, but you cannot make any outgoing calls, except to emergency Mobile Services.*

**15. SUPPLIER AND THIRD PARTY MOBILE SERVICES**

You acknowledge that:

- (a) *The TeleChoice Prepaid Mobile Service relies on the Mobile Services of suppliers for its operation, who are not controlled by TeleChoice, and*
- (b) *TeleChoice does not exercise any control over, authorise or make any warranty regarding:*
  - (i) *Your right or ability to use, access or transmit any content using the TeleChoice Prepaid Mobile Service;*
  - (ii) *The accuracy or completeness of any content which you may use, access or transmit using the TeleChoice Prepaid Mobile Service;*
  - (iii) *The consequences of your using, accessing or transmitting any content using the TeleChoice Prepaid Mobile Service, including, without limitation, any virus or other harmful software;*

- (iv) Any charges which a third party may impose on *you* in connection with your use of their Mobile Services accessed via the Mobile Service.

## 16. VALUE ADDED MOBILE SERVICES

TeleChoice does not offer Value added services for Prepaid Mobile Service .

## 17. CONTACTING TELECHOICE

**Customer Service:** By phone: **1300835324**  
On the internet: [www.telchoice.com.au](http://www.telchoice.com.au)  
By mail: **PO Box 5161**  
**South Melbourne**  
**Victoria 3205**

**National relay service:** 133 677

If *you* are deaf or have a hearing or speech impairment *you* can use the services of the national relay service <http://relayservice.gov.au/> to contact us

**Translating and interpreting service:** 131 450

If English is not your first language *you* can use the services of the national translating and interpreting service.