

Infinity Plan - terms & conditions

Motion Telecom Pty Limited ABN 34 002 600 876

Standard Agreement for the Supply of Motion Telecom Infinity Plan Service

We thank you for becoming a Customer with Motion Telecom
and taking the time to read this Agreement

"Service" means all telecommunication services supplied by Us to You and for the avoidance of doubt, excludes any pre-paid or satellite service; "We, Us and Our" means Motion Telecom Pty Limited ABN (25 083 170 683); "You and Your" means You the Customer who subscribes to Our Service;

1. Our Partnership with You

1.1 This Agreement is binding once We have accepted Your request for a Service and We shall connect Your Service after You have provided Us with valid and correct user details or the time and day You begin using Our services, which ever comes first.

1.2 We shall open the account in Your name and then You shall be responsible for all charges incurred as a result of the Service. This also includes charges on Your Service, which may or may not have been incurred by You personally;

1.3 Our partnership with You shall incorporate any terms and conditions applying to Our Service that must be included by any laws, industry standards and codes;

1.4 We will provide the Service for You until the end of the term permitting the terms outlined in this Agreement are followed;

1.5 We may vary, alter, replace or revoke any part of this contract (including Our fees) at any time. You will be provided with the changes in writing either by mail or on our website at www.motiontelecom.com.au.

2. Our Service to You

2.1 We will make Our best efforts to offer the Service to You at all times but please be aware that the Service is not free from faults and or interruptions. These can be due to factors outside of Our control, such as weather and faults in phone networks. You acknowledge that we'll only be able to supply the services to the extent and to the standard the Carriers provide Service to Us;

2.2 Our Service is only available to You, if You:

- (i) Do not become involved in or try to use the Service in a manner that is deemed to be improper, immoral, unauthorised or unlawful;
- (ii) Provide Us with all information and co-operation that We may need in relation to the provisioning of any Service;
- (iii) Abide by the terms and conditions in this Agreement.

3. What We ask of You

3.1 As the Customer, You must:

- (i) Acknowledge that all Motion Telecom property provided to You is the property Motion Telecom unless otherwise stated and You must return all property back to Motion Telecom if You are asked;
- (ii) Provide Motion Telecom all information and co-operation it may require in relation to the Services;
- (iii) Notify Us immediately if you change your details,
- (iv) Comply with all terms and laws for the use of Our Services.

3.2 As the Customer You must not:

- (i) Disclose any confidential information or security number such as Your enquiry password or personal identification number;
- (ii) Use the CLI information derived from the CLI except in accordance with the Act;
- (iii) Not sell or redistribute any part of this Service.

4. Charges and Payment

4.1 You authorise Motion Telecom to conduct a credit check. You must pass a credit check at the time You ask to be connected to Our Service;

4.2 Our pricing shall be provided in Our price lists that We will update from time to time and list on Our Website at MotionTelecom.com.au. We will provide You with at least 14 days notice for price changes. New price lists will be provided to You by mail, SMS or notification on Our website www.motiontelecom.com.au;

4.3 We will be invoicing You on a monthly basis and You must pay all outstanding invoices by the due date. You will have 7 days to pay the invoice from the invoice date. We may charge an administration fee if payment is not received by the due date;

4.4 You must pay by the due date on Your bill. If charges are not paid by this time, We can stop You using some or all of Our Service and may charge You a dishonour fee and /or a late payment fee. If there is no payment of the bill this will put You in breach of this contract and We can cancel Your Service immediately under clause 9, subsequently We may charge You all disbursements and cost associated with recovering outstanding monies relating Your account;

4.5 Motion Telecom may pay an agent a commission for introducing You to the Service;

4.6 All rates displayed are in standard per minute format and are inclusive of GST. The Motion's Weekend rates apply from 12am Saturday to 11:59pm Sunday. Motion's Weekend rates always apply from calls that commence prior to 12am Saturday and is completed during the weekend period it will not be eligible for the weekend rates. If a call is commenced during the weekend period and is completed outside of the weekend period it is eligible for the weekend rate.

5. Liability

5.1 We are not liable to You for any breach of any express or implied terms, conditions or warranties of Our contract, including the non-provisioning of Our pricing brochure at any time;

5.2 We are not liable to You for any loss of income, interest, business, or profits, or for any indirect, incidental or consequential loss or damage;

5.3 Where We cannot by law exclude such liability, Our liability for such breaches will be limited, at Our choice to, if the breach relates to goods, the replacement or repair of the goods or, if the breaches relate to Services, the supplying of those Services or the payment of the cost of having those Services supplied again;

5.4 As the customer You are liable for all costs incurred when porting any telecommunication service from your current provider to Us, this includes but is not limited to; contract termination charges and porting fees.

6. Assignment

6.1 As the Customer You may not transfer or assign any rights and obligations under this Agreement without the prior written permission of Motion Telecom;

6.2 We reserve right to and may without notice assign or novate all rights and obligations under the contract to Our nominee or Related Body Corporate. We may also require You to novate this Agreement in favour of Motion Telecom's nominee. All such novations to be on terms no less favourable than the terms of the contract in existence immediately prior to the novation.

7. Suspension or disconnection of Your Service

7.1 Your use of the Service may be temporarily suspended or permanently disconnect any part of the Service and cancel this Agreement without warning, if:

- (i) The network needs maintenance or upgrading;
- (ii) The use of the Service by any person may damage the network;
- (iii) You do not use the Service for a period of 12 months;
- (iv) We are instructed by a regulatory body such as the ACA;
- (v) Our Agreement with the carrier has ended or the carrier has ceased to exist;
- (vi) Any of Your assets come under the control of another person such as a receiver;
- (vii) You do not pay Your bill by the required due date in clause 4.

8. The end of Our Agreement

8.1 You, or We can cancel this Agreement at Our discretion at any time for any reason;

8.2 If You breach a part of this Agreement You will be specified a period of time to correct the breach and failure to do so will result in the cancellation of the Service;

8.3 You will be required to pay all outstanding amounts on Your account and any installments You owe on Your mobile phone;

9. Privacy

9.1 Motion Telecom, like other companies operating in Australia, is bound by the National Privacy Principles as set out in the Privacy Act 1988 (Cth) and the Privacy Amendment (Private Sector) Act 2000.

9.2 We will provide You with access to Your account information in accordance with the Privacy Act 1988 (Cth);

9.3 We may receive and disclose personal information or documents about You to or from credit reference agencies to help Us make credit decisions or for fraud protection purposes. You consent Us, Our agents, suppliers, and other carriers, using and disclosing personal information about You in credit related matters in accordance with the Privacy Act 1988 (Cth);

9.4 We reserve the right to exchange Your personal information with Our reputable credit providers in a consumer credit report issued by a credit reporting agency for the following purposes;

- (i) to assess an application by You for credit
- (ii) to notify other credit providers of a default by You
- (iii) to exchange information with other credit providers as to the status of this loan where You are in default with other credit providers
- (iv) to assess Your credit worthiness.

9.5 We may also be ask to co-operate with any law enforcement agencies to use personal information to assist them with the prevention of criminal activities.

10. Governing law

10.1 This contract is governed under the laws of New South Wales.

11. Miscellaneous

11.1 From time to time We have special offers and promotions available for users of the Service. Additional terms and conditions will apply to these offers, which You accept. All terms and conditions are available on request.

11.2 Please be advised that further terms and conditions regarding specific products and services offered by Motion Telecom are available upon request or at www.motiontelecom.com.au.



Infinity Plan - appendix

Motion Telecom Pty Limited ABN 34 002 600 876

Standard Agreement for the Supply of Motion Telecom Super Combo Service

We thank you for becoming a Customer with Motion Telecom
and taking the time to read this Agreement

1 ABOUT THIS APPENDIX

- (a) This appendix sets out the terms of the Motion Infinity Offer.

2 WHAT IS THE MOTION INFINITY OFFER?

- (a) The INFINITY Offer is governed by the terms in this appendix and, to the extent that the terms are not inconsistent with the terms set out in this appendix, by the terms of the SFOA, and each relevant service description and standard pricing table.

3 WHAT DOES THE INFINITY OFFER ALLOW YOU TO DO?

- (a) The Offer allows you to combine:
- (i) Your Motion Broadband ADSL2 Service; with
 - (ii) Your 'Home Phone Service' being either: and in return for paying a fixed monthly charge you receive included value for the services in the bundle.
- (b) The following pricing plans are offered under this Offer:
- (c) The INFINITY \$99 Plan with 5GB data allowance and other benefits offered for a \$99 monthly charge;
- (d) I understand as I am being provided with free installation for this package the connection may take longer than 5 days and fall outside the Customer Service Guarantee. I indemnify Motion and/or its wholesale partner of any liability caused by the delay.

4 AVAILABILITY AND GENERAL ELIGIBILITY REQUIREMENTS

4.1 Availability

- (a) You can only apply for this Offer on your account.
- (b) This offer is available until 29th February 2008.

4.2 Eligibility Requirements

- (a) In order to be and remain eligible for this Offer, you must:
- (i) be a consumer customer;
 - (ii) connect to the Home Phone Service and the Motion Broadband Service (in clause 3(a) above);
 - (iii) connect all relevant services in the same account holder name and service address;
 - (iv) connect all relevant new services for a minimum term of 24months;
 - (v) meet all of the criteria for a particular service as set out in each of the relevant service descriptions;
 - (vi) receive subscription charges on a monthly single bill.
- (b) This offer is not available with other Motion Offers unless specifically stated.
- (c) You can only move between plans once per billing month, either upgrading or downgrading plans.

4.3 What happens if you are no longer eligible or if one of the services in the Offer is cancelled

- (a) If you are no longer eligible for this Offer because you cancel one of the services before the end of the minimum term, you will be charged a cancellation fee calculated in accordance with clause 4.3 below and your remaining services will be transferred to a 'default pricing plan' as described in clauses 4.3(b) to (e) below.
- (b) If the Local Service is cancelled the default pricing plans for your remaining services are:
- (i) For the Long Distance service, the Motion Home Service plan.
- (c) If the Long Distance Service is cancelled the default pricing plans for your remaining services are:
- (i) For the Broadband Service,
 - (A) the Starter Broadband plan (\$34.99 per month and 400 MB data allowance)
 - (ii) For the Local Service, the Home Plan (20c local calls and \$33.00 per month Service Charge)
- (d) If the Broadband Service is cancelled, the default pricing plans for your remaining services are:
- (i) For the Local Service and Long Distance Service
 - (A) The Motion Home Plan.

- (e) If you as a new customer signed up to the Motion INFINITY offer on a minimum term of 24 months and you cancel one of the relevant services before the end of the minimum term, you must pay us a cancellation fee calculated as follows:

- (i) a cancellation fee of \$499

5 WHAT HAPPENS AT THE END OF THE 24 MONTH MINIMUM TERM?

- (a) We reserve the right not to offer you the INFINITY package at the end of your 24 month minimum term. At that time, if you haven't given us notice to change or cancel the services:
- (i) The benefits of the Offer may be removed from your account; and
 - (ii) Your Home Phone Services and your Broadband Service may be transferred to the default pricing plans referred to in clause 4.3 above; or
 - (iii) We may move you to any other current pricing plan that is reasonably comparable. We will tell you before this happens.

6 CHARGES

- (a) The pricing table sets out the charges that apply and the included value per month for this Offer.
- (b) A new number fee may apply for connection of your Home Phone Services.
- (c) Each month you must pay:
- (i) A minimum monthly charge (which includes a value of included calls for each relevant service – pricing table as applicable). You must pay this minimum monthly charge even if you do not make calls from the relevant services to reach the total value of included value for each service);
 - (ii) Charges for all non-eligible calls and other services you use based on the standard charges for each relevant service as set out in the standard pricing table for each relevant service;
 - (iii) Charges for all eligible calls made over the amount of included value for the relevant service at the rates set out in Pricing Table or where not set out below, in accordance with the standard pricing table for the relevant service.
- (d) Included value for your Home Phone Services does not apply to some call types and services such as Directory Assistance and Operator Services calls, 19XX calls, MobileSAT calls, calls initiated using call override eg. 1428, International calls made over another carriers network, and other services such as VoiceMail/MessageBank, silent line, unlisted number charges and equipment charges. Service cannot be used for commercial purposes.
- (e) Any included value that you may be entitled to expires at the end of each month and is not refundable or transferable, even at account closure.
- (f) The Motion Local and Long Distance Fair Play Policy applies to usage as set out in the Pricing Table.
- (g) If you exceed your monthly data allowance, your access to the Broadband Service will be speed limited to 128kbps until the end of your billing month.
- (h) Any unused data allowance is forfeited at the end of each month.

7 HOW WILL WE BILL YOU?

- (a) You will receive one bill for your INFINITY service, showing the relevant minimum monthly charge for (Home Phone plus Broadband Service) plus any additional call charges and non-included usage.
- (b) Your first bill for Home Phone Service may include a new number fee if you require a new telephone number.
- (c) Your first bill will have a pro-rated part month minimum monthly charge and a full minimum monthly charge for the plan you have selected.
- (d) Subsequent bills for this Offer will include the minimum monthly charge for the plan you have selected plus charges outside of the included data limit for the pricing plan you have selected.
- (e) Non-payment of a bill may result in the suspension or disconnection of your services.