

# Mega Cap - terms & conditions

Motion Telecom Pty Limited ABN 34 002 600 876

## Standard Agreement for the Supply of Motion Telecom Mega Cap Service

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

1. These are the terms on which Motion Telecom Pty Limited ABN (25 083 170 683) supplies the Motion Telecom Home EasyNet package of services set out in 5. below which comprise fixed-line telephony service and Internet access.
2. "Local Call" means an untimed telephone call from a fixed line telephone in a charging district to another fixed line telephone in the same or an adjacent charging district, as reasonably determined by Motion Telecom, and excludes all other calls including but not limited to calls to or from mobile phones, long distance calls, international calls, calls to premium rate information services, 1300 or 13 or 1900 calls, directory assistance services or other ancillary services.
3. "Service Fee" means the monthly charge to be made in advance by Motion Telecom at the rate notified by Motion Telecom to the Customer for the provision of Motion Telecom EasyNet and does not include the Variable Charges.
4. "Motion Telecom EasyNet" means a package of the following services on a single telephone line, namely:
  - a. Broadband Internet access (to which Motion Telecom Standard Form of Agreement for Internet Services applies);
  - b. Fixed line telephony (to which Motion Telecom Standard Form of Agreement for Fixed Line Services applies);In the event of conflict these present terms prevail over the Standard Forms of Agreement.
5. "Variable Charges" means all charges to be made by Motion Telecom at the rates notified by Motion Telecom to the Customer for any telephone calls or services other than Local Calls, telephone line rental and internet access, including but not limited to, long distance, international calls, premium rate calls, calls to or from mobile telephones, directory assistance calls, calls to numbers commencing with 1300, 13 and 1900 or derivative prefixes, call number display, message services & private line.
6. The Customer will at all times be the holder of a valid credit card or bank account acceptable to Motion Telecom and ensure Motion Telecom has any continuing authority necessary for Motion Telecom to charge the payments referred to in 14 e. below to the Customer's credit card or bank account. If such a payment is not made on or before the due date Motion Telecom shall not be obliged to provide Motion Telecom EasyNet services.
7. Motion Telecom reserves the right to limit the number of Motion Telecom EasyNet services provided to any single residential address or the provision of a Motion Telecom EasyNet Service to one telephone line.
8. Motion Telecom may at any time give 30 days notice to the Customer of changes to its charges or any terms and conditions. You will be provided with the changes in writing either by mail or on our website at [www.motiontelecom.com.au](http://www.motiontelecom.com.au).
9. The Customer agrees that this service is for residential purposes only and the Customer shall not use the service for any commercial or business purposes.
10. The Customer shall not employ any automated dial or re-dial system, power or predictive dialler, back to base security dialler system or other similar equipment to make Local Calls. The Customer agrees that if this clause is breached the Customer shall pay on demand 20 cents to Motion Telecom for all Local Calls that have been made by means of Motion Telecom EasyNet services.
11. "Motion Telecom EasyNet" has a 24-month contract with a minimum contract value of \$719.76 at \$29.99 per month. Any disconnection of the service before expiry of 24 months would attract a total fee of the remaining period and the value of the contract. If the Customer cancels Motion Telecom EasyNet services at any time the balance of any Service Fee that has been paid in advance shall be non-refundable to the Customer and the Customer shall remain liable for the Variable Charges incurred until the time that such cancellation becomes effective. Such cancellation becomes effective at the time that provision of the Customer's telephone service is transferred to another service provider or disconnected.
12. As the customer You are liable for all costs incurred when porting any telecommunications service from your current provider to Us, this includes but is not limited to, contract termination charges and porting fees.
13. You can upgrade/change your Broadband at any time at a charge of \$40.
14. To be and remain eligible for Motion Telecom EasyNet, the Customer must:
  - a. apply for and be approved by Motion Telecom;
  - b. authorise Motion Telecom to conduct a credit check;
  - c. maintain current connections to each service comprising Motion Telecom EasyNet;
  - d. comply with the general terms on which Motion Telecom supplies each service;
  - e. pay Service Fee and Variable Charges on the due date by monthly direct debit from a credit card or bank account approved by Motion Telecom.
15. We cannot guarantee that the service will be free of blockage, delays or faults. You acknowledge that there may be restrictions and limitations on the Service from time to time. We will not be responsible for any loss or damage to You.
16. We accept no liability to You or to any other person for acts, omissions or defaults of other service providers which provide service to Us for any reason including faults, defects in the service, defects in telecommunication services not provided under this agreement.
17. Privacy
  - a. 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.
  - b. We will provide You with access to Your account information in accordance with the Privacy Act 1988 (Cth);
  - c. 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);
  - d. 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.
  - e. 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.