

megaCap terms & conditions

Motion Telecom Pty Ltd ABN 34 002 600 876

Standard Agreement for the Supply of Telecommunication Services

We thank you for becoming a Customer with the 'straight talking' company and taking the time to read this Agreement

"Service" means the mobile digital Service and for the avoidance of doubt, excludes any pre-paid or satellite service;
"We, Us and Our" means Motion Telecom Pty Limited ABN (34 002 600 876);
"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 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 www.motiontelecom.com.au. We will provide You with at least 14 days notice for price changes. New price lists will be provide to You by mail, SMS or notification on Our Website;

4.3 The megaCap service is payable strictly via Direct Debit. Your megaCap Fee and Variable Charges will be deducted on the due date specified each month, via direct debit from a credit card or bank account approved by Motion Telecom.

4.4 If charges can not be paid via the specified Debit Debt account supplied by You on the due date, this will be classified as a breach of this contract and We can cancel Your Service immediately under clause 8. 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 An additional \$2.20 processing fee applies per month if you don't pay your megaCap account by direct debit.

5. Rates and Specifications

5.1 A 39c call connection fee applies per call. The megaCap includes the connection fee.

5.2 Standard rates apply to 1456 Override and Operator Services, plus the connection fee.

5.3 Capped Value includes National, Mobile, and calls to all International Destinations, excluding Satellite Numbers.

5.4 'Our' megaCap is available to any customer, excluding Optus Cable Customers and is available for a limited period of 3 months. Motion Telecom reserves the right to modify the monthly access fee thereafter.

5.5 A \$50 disconnection is applicable if You cancel the service before the initial 3 months.

5.6 Prices, including Long Distance, and National call rates may be varied during your connection to Motion Telecom. The agreement period commences upon activation of the megaCap service.

5.7 \$39 monthly access fee excludes line rental, local calls, premium numbers and other specials call types.

5.8 Local calls charged at 17c can be accessed through Us via the \$39 megaCap, by dialling a 4 digit override code given to you upon request, after successful connection to this service.

5.9 All calls are billed in 6 second increments.

6. Liability

6.1 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;

6.2 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;

6.3 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;

6.4 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.

7. Assignment

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

7.2 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.

8. Suspension or disconnection of Your Service

8.1 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.

9. The end of Our Agreement

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

9.2 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;

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

10. Privacy

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

10.2 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);

10.3 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.

11. Governing law

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

12. Miscellaneous

12.1 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.

12.2 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.

