

# Summary Standard Form of Agreement.

## Your rights and obligations.

### 1 Summary Standard Form of Agreement for the Everyday Mobile Service.

This is a summary of Woolworths' Standard Form of Agreement (SFOA). The SFOA contains Woolworths' Customer Terms, which apply to the Everyday Mobile Service supplied by Woolworths. The SFOA is between Woolworths and You as a Woolworths Customer. This summary gives You important information about what is contained in the full version of a SFOA and outlines some of the important Customer Terms. You can obtain a copy of the full version of the Standard Form of Agreement by visiting the Everyday Mobile Website at [everydaymobile.com.au](http://everydaymobile.com.au) or by phoning the Everyday Customer Service Centre on 1201 from your mobile handset.

### 2 Summary of important terms.

#### 2.1 The Everyday Mobile Service.

- You will receive a Woolworths Everyday Mobile SIM Card (the SIM Card) when You purchase a Woolworths Everyday Mobile SIM Pack (SIM Pack). The Everyday Mobile Service will allow You to use Your Approved Mobile Handset to make and receive phone calls, send and receive SMS/text and use other Value Added Services that Woolworths may offer from time to time. A list of Approved Mobile Handsets can be found at the Everyday Mobile Website.
- Woolworths and Woolworths' Suppliers will use reasonable care and skill in providing the Everyday Mobile Service. In the event of unexpected faults, reasonable endeavours will be made to restore the Everyday Mobile Service as soon as reasonably practicable. However, Woolworths cannot promise that the Everyday Mobile Service is free from faults, interruptions and congestion.

#### 2.2 When do the Customer Terms commence.

- Woolworths' Customer Terms commence and will apply to Your use of the Everyday Mobile Service when Woolworths Connects You to its Everyday Mobile Service and opens an Everyday Mobile Account for You.
- Woolworths will Connect You to its Everyday Mobile Service within a reasonable time after it has accepted Your Application to become a Customer and You have Activated Your SIM Card.
- You will need to Activate Your SIM Card before the expiry date printed on the SIM Pack.
- If You are applying to become an Everyday Mobile Pre-Paid Customer, telecommunications legislation requires Woolworths to collect certain information about You, such as Your name and address and sight certain identification documents, such as a driver's licence or passport. The information may be collected at the time of purchase of the SIM Pack prior to Activation of the SIM Card. More details on the information required to be collected can be found on the Australian Communications and Media Authority website at [www.acma.gov.au](http://www.acma.gov.au).

#### 2.3 When do the Customer Terms end.

- You can terminate these Customer Terms at any time.
- Woolworths may suspend and/or terminate these Customer Terms and the Everyday Mobile Service, as applicable, for a number of reasons, including if:
  - You port Your Mobile Number to another telecommunications service provider;

- You have not purchased Credit or recharged Your Everyday Mobile Account for at least 186 days from the date on which Your Credit was used up or from the date on which Your Credit expired, whichever occurs first.
- You materially breach any of these Customer Terms, have provided false or misleading information, pose a threat to the security and integrity of the Everyday Mobile Service or have engaged in illegal or unacceptable conduct;
- Woolworths is required to do so by a government authority or for emergency reasons;
- Woolworths must address technical, maintenance and/or repair issues;
- Woolworths notices that Your Everyday Mobile Account is incurring unusual or unexpected Charges;
- Your SIM Card has been lost or stolen;
- Woolworths can no longer supply the Everyday Mobile Service.

#### 2.4 Consequences of termination.

- Woolworths will stop providing the Everyday Mobile Service to You and will disconnect and close Your Everyday Mobile Account.
- Any remaining Credit in Your Everyday Mobile Account will be forfeited and will not be redeemable for cash, unless the Customer Terms are terminated because Woolworths can no longer supply the Everyday Mobile Service.

#### 2.5 Making changes to these Customer Terms.

- You cannot make changes to these Customer Terms.
- Woolworths may change its Customer Terms or the Everyday Mobile Service at any time. Woolworths will give You reasonable notice of any changes that could reasonably be expected to adversely affect You, by sending a text message to Your Mobile Number, placing a notice on the Everyday Mobile Website and/or providing a recorded voice announcement at the Everyday Customer Service Centre number.

#### 2.6 The Everyday Mobile Pre-Paid Service.

- You can use the Everyday Mobile Pre-Paid Service within the Mobile Network Coverage Area when You have sufficient Credit in Your Everyday Mobile Account to meet the Charges You incur. As You use features of the Everyday Mobile Pre-Paid Service, Woolworths will deduct Credits from Your Everyday Mobile Account to pay for the Charges which You incur.
- Any Credit You purchase to be added to Your Everyday Mobile Account will be subject to a Credit Expiry Period. Subject to **clause 2.6 (d)**, You will not be able to use the Everyday Mobile Pre-Paid Service if Your Credit has expired.
- When You recharge Your Everyday Mobile Account, Credit will be added to Your Everyday Mobile Account based on the dollar value with which You recharge. If You do not recharge Your Everyday Mobile Account within the Credit Expiry Period, any unused Credit will be forfeited.
- If You do not have sufficient Credit in Your Everyday Mobile Account or if Your Credit has expired, if You are still Connected to the Everyday Mobile Pre-Paid Service, You can receive calls and SMS/text and make emergency calls to 000 or 112.

## 2.7 Charges and billing.

- (a) You will be Charged for use of the Everyday Mobile Service and any feature of the Everyday Mobile Service in accordance with the terms and conditions of Your Everyday Mobile Plan, details of which are contained in the Everyday Mobile rate card and the full version of the SFOA which can be found on the Everyday Mobile Website.
- (b) If You are an Everyday Mobile Pre-Paid Customer, You agree that Woolworths will not send You any bills, charge records or call usage records in respect of Charges You incur to Your Everyday Mobile Account. You can review Your Everyday Mobile Account, which will contain a record of Your Charges and usage history for Your last 60 transactions on the Everyday Mobile Website.
- (c) If You are an Everyday Mobile Pre-Paid Customer and You require a paper copy of any charge or usage records, Woolworths reserves the right to charge You a fee for this service unless You have a disability or are disadvantaged.

## 2.8 Your obligations.

- (a) You must keep Your Approved Mobile Handset and SIM Card safe and secure.
- (b) You must comply with all laws, regulations and guidelines relating to Your use of the Everyday Mobile Service and not use or allow another person to use the Everyday Mobile Service for improper or illegal activities.
- (c) You must not transmit, publish or communicate material which is defamatory, false, offensive, immoral, indecent, pornographic, racist, menacing, threatening, abusive, in breach of intellectual property rights or confidentiality obligations; engage in conduct likely to interfere with the Everyday Mobile Service or damage the reputation of Woolworths or a Woolworths Supplier; or resell, resupply, distribute or otherwise commercially exploit the Everyday Mobile Service.

## 2.9 Woolworths' Liability.

- (a) The Trade Practices Act 1974 (TPA) and state fair trading legislation imply certain terms, conditions or warranties into these Customer Terms. Woolworths is liable to You if it breaches any of those terms, conditions or warranties. Where Woolworths is permitted to limit its liability and where the goods or services supplied to You are not of a kind ordinarily acquired for personal, domestic or household use or consumption, Woolworths' liability for breach of a term, condition or warranty implied by the TPA or state fair trading legislation will be limited to repairing, replacing or resupplying the goods or services or equivalent goods or services or paying for any one of these to be done.
- (b) Subject to the above, to the maximum extent allowed by law, Woolworths is not liable to You for any Consequential Loss. Additionally, Woolworths has no liability to You for acts or defaults of other suppliers; for faults or defects in the Everyday Mobile Service caused by Your conduct; and where failure to comply with these Customer Terms results from an act of God, natural disaster, war or similar event, the requirement to comply with a government request or due to an emergency and for planned maintenance or planned outages for the duration of the maintenance or outage.
- (c) To the maximum extent allowed by law Woolworths' liability to You for any breach of these Customer Terms or otherwise, except for a breach of an implied term, condition or warranty under the TPA or state fair trading legislation, is limited to the total Charges paid by You under these Customer Terms in the 1 month period preceding the date of the event that gave rise to the claim.

## 2.10 Your liability to Woolworths.

- (a) You are not liable to Woolworths in contract, tort (including negligence) or otherwise, for any indirect loss or damage incurred by Woolworths, including any Consequential Loss.
- (b) To the maximum extent allowed by law, You indemnify Woolworths against (and must pay Woolworths for) any reasonable costs (including but not limited to legal costs) that Woolworths may reasonably incur or any loss or damage that Woolworths may suffer (excluding loss or damage that Woolworths or a Woolworths Supplier has caused) in relation to the use of the Everyday Mobile Service by You.

## 2.11 Personal Information.

- (a) Woolworths is required by law to collect, record and verify Your Personal Information and identity information.
- (b) Woolworths also collects Personal Information about You to provide the Everyday Mobile Service to You. Woolworths may contact You with information about changes to products, new products and services and special offers.

- (c) Woolworths may disclose Your Personal Information as authorised by law and to the Integrated Public Number Database as required for emergency services.
- (d) Woolworths may share Your Personal Information with other members of the Woolworths group of companies; to Woolworths' Suppliers, agents, contractors or other service providers; to other providers of telecommunications services if You transfer Your Mobile Number or services or if Woolworths is investigating a possible fraud.
- (e) You can access the Personal Information Woolworths collects and records about You by contacting the Everyday Customer Service Centre. Personal Information collected and recorded is in accordance with the Everyday Mobile Privacy Policy available on the Everyday Mobile Website.

## 2.12 Faults and Complaints.

- (a) If You are unhappy with any aspect of the Everyday Mobile Service You can contact Woolworths by phoning the Everyday Customer Service Centre on 1201 from your mobile handset, writing to Woolworths at: Everyday Mobile, Locked Bag 2007, Broadway, NSW, 2007, or by sending a facsimile to Woolworths on 02 8888 0568. Woolworths will investigate all complaints in accordance with its complaints handling policy which can be found on the Everyday Mobile Website.
- (b) If You would like to report a fault with the Everyday Mobile Service, You can contact Woolworths by phoning the Everyday Customer Service Centre on 1201 from your mobile handset.
- (c) If Woolworths cannot address the fault or 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.

## 2.13 Mobile Number Portability (MNP).

- (a) You may be able to port Your Mobile Number from Your current telecommunications service provider to the Everyday Mobile Service. You must complete the MNP Customer Authorisation Process.
- (b) There may be costs, including early termination payments and contractual obligations associated with Your existing telecommunications service provider, and any Pre-Paid credits in Your account with Your existing provider may be forfeited. Any services associated with the Mobile Number whilst connected to Your existing provider will be disconnected.
- (c) If You Port Your Mobile Number from the Everyday Mobile Service to another telecommunications service provider, You must pay any administrative costs and any outstanding amounts owing on Your Everyday Mobile Account. Any unused Credits in Your Everyday Mobile Account will be forfeited.

## Enquiries.

Telephone	1201 from your Approved Mobile Handset.^ 1300 10 1234 from a landline^ or another mobile.#
Email	support@everydaymobile.com.au
Non-English speaking enquires	1300 10 1234 Please advise the Everyday Customer Service Centre if you need an interpreter and this will be arranged as soon as possible.
People with disabilities	Customers with a hearing or speech impairment can call through the National Relay Service. Call 133 677 (TTY) then ask to be connected to 1300 10 1234 or email the National Relay Service on relayservice.com.au and ask to be connected to 1300 10 1234.

^Standard call rates apply. #Premium call rates apply.