

Woolworths Customer Terms – Standard Form of Agreement.

**The following terms apply to you if you activated
your service on or after 23 November 2009.**

This is a legal document that must be read and understood as a whole before You commence using the Everyday Mobile Service. It sets out the terms under which Woolworths supplies the Everyday Mobile Service to You.

Enquires regarding this document or the Everyday Mobile Service to be directed as follows:

Telephone	1201 from Your Approved Mobile Handset (standard call rates apply) or 1300 10 1234 from a landline or other mobile (premium call rates apply).
Email	support@everydaymobile.com.au
Non-English speaking enquires	1300 10 1234 and advise the Everyday Customer Service Centre if an interpreter is required. 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.

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Part A: General Terms

1 Woolworths Customer Terms

1.1 Standard Form of Agreement

- (a) Telecommunications legislation in Australia allows Woolworths to set out the terms and conditions that apply to its customers in a Standard Form of Agreement (SFOA).
- (b) These Customer Terms constitute Woolworths' SFOA under the relevant telecommunications legislation.
- (c) These Customer Terms apply to the Everyday Mobile Services supplied by Woolworths under this SFOA.
- (d) These Customer Terms are made up of:
 - (i) Part A: General Terms; and
 - (ii) Part B: Everyday Mobile Plans.

1.2 When do these Customer Terms commence

These 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.

1.3 When do these Customer Terms end

These Customer Terms will end:

- (a) when they are terminated by You or Woolworths in accordance with Clauses 11 and 12 respectively of these Customer Terms; or
- (b) if You are an Everyday Mobile Pre-Paid Customer and You do not recharge Your Everyday Mobile Account within 186 days from the date on which Your Credit was used up or from the date on which Your Credit expired, whichever occurs first and Woolworths Disconnects You from its Everyday Mobile Pre-Paid Service.

2 Changing these Customer Terms and the Everyday Mobile Service

2.1 Changes Woolworths can make

- (a) Woolworths may make the following change(s) at any time:
 - (i) change, modify or add to these Customer Terms;
 - (ii) change, modify, add to or remove features of its Everyday Mobile Plans;
 - (iii) change or modify the pricing of its Everyday Mobile Plans;
 - (iv) change or modify the Everyday Mobile Service including Mobile Network Coverage, functions and capabilities; and/or
 - (v) remove an Everyday Mobile Plan from its product range.
- (b) If Woolworths considers that the change(s) will benefit You or have a neutral impact on You, then it will not notify You of the change(s).
- (c) If Woolworths considers that the change(s) will only have a minor detrimental impact on You, then Woolworths will place a Notice about the change(s) on the Everyday Mobile Website and/or through a recorded voice announcement on the Everyday Customer Service Centre number, a reasonable period before the change(s) takes effect. Where the change(s) is required by law or for security or technical reasons, Woolworths may only be able to give you a short notice period, or no notice period at all.
- (d) Where a change(s), other than a change(s) to International Services or Value Added Services, could be reasonably expected to adversely affect You:
 - (i) Woolworths will give You reasonable notice of the change(s), by sending a text message to Your Mobile Number or sending an email to the email address You have provided. Woolworths may also place a notice on the Everyday Mobile Website and/or provide a recorded voice announcement at the Everyday Customer Service Centre number. Where the change(s) is required by law or for security or technical reasons, Woolworths may only be able to give a short notice period, or no notice period at all;
 - (ii) Woolworths will use reasonable endeavours to avoid making the change(s) within the Credit Expiry Period in which You receive Notice of the change(s); and
 - (iii) if the change(s) does take effect within the same Credit Expiry Period in which You received Notice of the change(s) and if You can demonstrate that the change(s) has adversely affected Your use of the Everyday Mobile Service, then You will be entitled to terminate these Customer Terms.
- (e) For changes to International Services, including International Calls and International Roaming, Woolworths will place a Notice about the change(s) on the Everyday Mobile Website, a reasonable period before the change(s) takes effect.

- (f) For changes to Value Added Services, if Woolworths is able to identify You as a user of a particular Value Added Service, then Woolworths will endeavour to inform You a reasonable period before the change takes effect, by sending a SMS/Text message to Your Mobile Number or by sending you an email to the email address you have provided. A Notice of any changes to Value Added Services will also be placed on the Everyday Mobile Website.

2.2 Changes You can make

- (a) You cannot make changes to these Customer Terms.
- (b) You can change:
 - (i) Your selected Everyday Mobile Plan, where Woolworths offers more than one Everyday Mobile Plan;
 - (ii) Your selected Payment Method, where Woolworths offers more than one Payment Method; and
 - (iii) any selected Value Added Services, where Woolworths offers Value Added Services.
- (c) If You change Your selected Everyday Mobile Plan, You will be subject to the terms and conditions of Your new selected Everyday Mobile Plan and any unused Credit from Your existing Everyday Mobile Plan will be forfeited.

3 Getting started

3.1 Applying to become an Everyday Mobile Pre-Paid Customer

- (a) You must complete an Application to become an Everyday Mobile Pre-Paid Customer.
- (b) You can apply to become a Woolworths Pre-Paid Customer through the Everyday Mobile Website or by calling the Everyday Customer Service Centre number.
- (c) When completing an Application, current telecommunications legislation requires You to provide Your name, address and details of the total number (if any) of other activated pre-paid services You have.
- (d) When completing an Application, You will have to provide acceptable identification, as required by the relevant government authorities, such as 1 of the following:
 - (i) driver's licence or permit;
 - (ii) passport;
 - (iii) birth certificate;
 - (iv) tertiary institution identification card;
 - (i) Australian Centrelink, pension or health card; or
 - (vi) other Australian Government recognised proof of identity;or 2 of the following:
 - (i) credit/debit/ATM card;
 - (ii) Medicare card;
 - (iii) bank passbook; or
 - (iv) landline telephone bill.

Other variations of acceptable identification may be required if You have more than 5 other activated pre-paid services, including the Woolworths Everyday Mobile Pre-Paid Service You are applying for.

- (e) The required information may be collected at the time of purchase of the Woolworths Everyday Mobile SIM Pack or prior to Activation of the Woolworths Everyday Mobile SIM Card. More details on the information required to be collected and identification documents to be sighted can be found on the Australian Communications and Media Authority website at www.acma.gov.au.
- (f) You will need to Activate Your Woolworths Everyday Mobile SIM Card before the expiry date printed on Woolworths Everyday Mobile SIM Pack.

3.2 Connecting to the Everyday Mobile Service

- (a) Woolworths will Connect You to its Everyday Mobile Service within a reasonable time after:
 - (i) You have completed an Application;
 - (ii) Woolworths has accepted Your Application; and
 - (iii) You have Activated Your Woolworths Everyday Mobile SIM Card.

3.3 Everyday Mobile Account

- (a) Once Woolworths has accepted Your Application to become an Everyday Mobile Customer, Woolworths will open an Everyday Mobile Account for You within a reasonable time after Woolworths has Connected You.

- (b) Your Everyday Mobile Account is personal to You and may not be transferred or assigned to any other person.
- (c) Any Credit You purchase will be added to Your Everyday Mobile Account, subject to any Credit Accumulation Limit of your particular Everyday Mobile Plan.

4 The Everyday Mobile Service

4.1 Provision and quality of the Everyday Mobile Service

- (a) Woolworths will provide the Everyday Mobile Service using the Network.
- (b) In the event of unexpected faults, Woolworths and Woolworths' Suppliers will use reasonable endeavours to restore the Everyday Mobile Service as soon as is reasonably practicable. However, given the nature of mobile telephone services (including Woolworths' reliance on facilities that Woolworths does not own or control), Woolworths cannot promise that the Everyday Mobile Service or the Network that supplies the Everyday Mobile Service is free from faults, interruptions and congestion.
- (c) Whilst Woolworths and Woolworths' Suppliers will use reasonable endeavours to maintain the security of the Network, neither Woolworths nor Woolworths' Suppliers can guarantee the secure transmission of communications and data across the Network.
- (d) Woolworths may provide the Everyday Mobile Service through one or a number of Everyday Mobile Plans.

4.2 What does the Everyday Mobile Service give You

Subject to the terms of this Agreement, the Everyday Mobile Service will give You, within the Mobile Network Coverage Area of the Network:

- (a) access to the Network;
- (b) the ability to make and receive phone calls from a mobile handset;
- (c) the ability to send and receive SMS/Text;
- (d) the ability to use Value Added Services that Woolworths may offer from time to time; and
- (e) the use of a Mobile Number.

4.3 Woolworths Everyday Mobile SIM Card

- (a) You will receive a Woolworths Everyday Mobile SIM Card when You purchase a Woolworths Everyday Mobile SIM Pack.
- (b) You must take all reasonable care to keep the Woolworths Everyday Mobile SIM Card safe and in good condition and comply with any procedures specified by Woolworths to protect it against unauthorised use.
- (c) If You lose the Woolworths Everyday Mobile SIM Card You receive or if it is stolen (including if Your Approved Mobile Handset is lost or stolen with the Woolworths Everyday Mobile SIM Card inserted) You need to tell Woolworths immediately by contacting the Everyday Customer Service Centre. You are responsible for all Charges up until the time You tell the Everyday Customer Service Centre that the Woolworths Everyday Mobile SIM Card is lost or has been stolen.
- (d) The Woolworths Everyday Mobile SIM Card is and remains the property of Woolworths at all times.
- (e) You must return the Woolworths Everyday Mobile SIM Card to Woolworths if the Everyday Mobile Service is Disconnected or if a replacement Woolworths Everyday Mobile SIM Card is issued to You.

4.4 Accessing the Everyday Mobile Service

- (a) You may only use an Approved Mobile Handset and the Woolworths Everyday Mobile SIM Card to access the Everyday Mobile Service.
- (b) You agree that Your ability to use the Everyday Mobile Service and any features of the Everyday Mobile Service will depend on the functionality of Your Approved Mobile Handset and acknowledge that not all features of the Everyday Mobile Service will be available for use with all Approved Mobile Handsets.
- (c) You acknowledge that even if Your Approved Mobile Handset has the functionality to enable use of all features of the Everyday Mobile Service, there may be other factors which may interfere with Your ability to use all features of the Everyday Mobile Service. Without limitation, these may include: Your Approved Mobile Handset being switched off, Your Approved Mobile Handset or Woolworths Everyday Mobile SIM Card having insufficient memory, You are not in a Mobile Network Coverage Area to use that particular feature of the Everyday Mobile Service, if You are calling or sending

something to another person, then that person's mobile handset may be switched off, may not have the required functionality, may be connected to an incompatible local or overseas network or that person may not be in a mobile coverage area.

4.5 Approved Mobile Handset

- (a) If You purchase an Approved Mobile Handset from Woolworths, You will receive a manufacturer's warranty, details of which will be included with the Approved Mobile Handset.
- (b) If the Approved Mobile Handset is faulty, You may be able to make a claim to the manufacturer under this warranty. You should be aware that manufacturers' warranties will not cover physical, liquid or sun damage, unlocking, programming, loss or theft.
- (c) You will be responsible for arranging Your own insurance in relation to the Approved Mobile Handset.
- (d) You will be responsible for keeping the Approved Mobile Handset in safe and good condition.

4.6 Coverage

- (a) The Everyday Mobile Service will only work within the Mobile Network Coverage Area. Outside the Mobile Network Coverage Area, provided You are still Connected to the Everyday Mobile Service and within the network coverage areas of other telecommunications service providers in Australia, You will only be able to make emergency calls to 000 or 112.
- (b) You are responsible for checking whether the Mobile Network Coverage Area is within the areas where You will ordinarily use the Everyday Mobile Service, prior to purchasing the Everyday Mobile Service.
- (c) You acknowledge that even within the Mobile Network Coverage Area, the Everyday Mobile Service may be affected by natural or physical structures within the area You are in.
- (d) You also acknowledge that some features of the Everyday Mobile Service may be dependent on You and the person with whom You are communicating, being in a particular area within the Mobile Network Coverage Area and that accordingly, You may not be able to use those features of the Everyday Mobile Service, if You or the person You are communicating with, are not in the particular area of the Mobile Network Coverage Area, upon which the feature You are trying to use is dependant.

5 When can You use the Everyday Mobile Pre-Paid Service

5.1 Valid Credit

- (a) Any Credit You purchase will be added to Your Everyday Mobile Account, subject to any Credit Accumulation Limit of your particular Everyday Mobile Pre-Paid Plan.
- (b) You can use the Everyday Mobile Pre-Paid Service within the Mobile Network Coverage Area when You are Connected to the Everyday Mobile Pre-Paid Service and when You have Valid Credit in Your Everyday Mobile Account to meet the Charges You incur.
- (c) Valid Credit is where the dollar value in Your Everyday Mobile Account is greater than \$0 and where the Credit in Your Everyday Mobile Account has not expired.
- (d) Woolworths may terminate Your use of a feature of the Everyday Mobile Pre-Paid Service You are using if You run out of Valid Credit in Your Everyday Mobile Account whilst You are using that feature. For example, if You run out of Valid Credit in Your Everyday Mobile Account during the course of a call, Woolworths may terminate the call without notice.
- (e) You must also have sufficient Valid Credit in Your Everyday Mobile Account to cover the full charges of the particular feature of the Everyday Mobile Pre-Paid Service You are attempting to use. For example, if You do not have sufficient Valid Credit in Your Everyday Mobile Account to cover the full charges of making a call Woolworths will not connect that call.
- (f) If You do not have any Valid Credit in Your Everyday Mobile Account, provided You are still Connected to the Everyday Mobile Pre-Paid Service, You may use the Everyday Mobile Pre-Paid Service to receive calls and SMS/text and make emergency calls to 000 or 112.

5.2 Credit Expiry Period

- (a) Any Credit You purchase to be added to Your Everyday Mobile Account will be subject to a Credit Expiry Period.
- (b) Subject to clause 5.1(f), You will not be able to use the Everyday Mobile Pre-Paid Service if Your Credit has expired.

- (c) Each time Credit is added to Your Everyday Mobile Account, the Credit Expiry Period will restart.
- (d) The Credit Expiry Period may vary for different Everyday Mobile Pre-Paid Plans.
- (e) The Credit Expiry Period for Your particular Everyday Mobile Pre-Paid Plans is set out in Part B of these Customer Terms.

5.3 Use of Valid Credit in Your Everyday Mobile Account

- (a) As You use features of the Everyday Mobile Pre-Paid Service, Woolworths will deduct Valid Credit from Your Everyday Mobile Account to pay for the Charges which You incur.
- (b) Valid Credit cannot be transferred between different Everyday Mobile Accounts and/or different Everyday Mobile Plans. However, if you change from one Everyday Mobile Plan to another, Standard Credit (not Bonus Credit) will be transferred to your new plan and will adopt the credit expiry period of your new Everyday Mobile Plan.

5.4 Recharging Your Everyday Mobile Account

- (a) You may recharge Your Everyday Mobile Account with selected dollar values of Credit offered by Woolworths from time to time.
- (b) 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, subject to any Credit Accumulation Limit of your particular Everyday Mobile Pre-Paid Plan.
- (c) If You do not recharge Your Everyday Mobile Account within the Credit Expiry Period, any unused Credit will be forfeited.
- (d) If You recharge Your Everyday Mobile Account within the Credit Expiry Period, any additional Credit will be added to Your existing unused Credit in Your Everyday Mobile Account, subject to any Credit Accumulation Limit of your particular Everyday Mobile Pre-Paid Plan.
- (e) You can continue to accumulate up to a certain amount of Credit in Your Everyday Mobile Account, provided You continue to recharge within the Credit Expiry Period. You will not be able to purchase and add Credit to Your Everyday Mobile Account, if by adding that Credit, the Credit balance in Your Everyday Mobile Account will be greater than the Credit Accumulation Limit of your particular Everyday Mobile Pre-Paid Plan.
- (f) If You do not recharge Your Everyday Mobile Account within 186 days from the date on which Your Credit was used up or from the date on which Your Credit expired, whichever occurs first, Woolworths reserves the right to Disconnect You from its Everyday Mobile Pre-Paid Service.
- (g) Woolworths offers a number of different Payment Methods to recharge Your Everyday Mobile Account. You can recharge through the Everyday Mobile Website or the Everyday Customer Service Centre number using Your Credit Card or debit card or by purchasing an Everyday Mobile Pre-Paid Recharge Voucher from a Woolworths participating outlet.

6 Value Added Services

- (a) Value Added Services are services which are not Basic Services and which may be offered by Woolworths as optional services from time to time.
- (b) If Woolworths offers and You select Content as a Value Added Service:
 - (i) You acknowledge that Content is controlled and supplied by third party Content providers;
 - (ii) that Woolworths does not give any guarantees regarding the currency, accuracy, appropriateness, security or quality of the Content provided;
 - (iii) that Woolworths cannot check or provide any security in relation to the Content provided by third party Content providers and will not be responsible for any adverse consequences of You accessing that Content;
 - (iv) that Woolworths may restrict access to certain Content where that Content is Restricted Content and You have not first satisfactorily verified that You are 18 years or older;
 - (v) the Content You receive or send may need to be copied or adapted if the original format is not compatible with Your Approved Mobile Handset or the mobile handset of the user to whom You are sending the Content, in order to deliver that Content;

- (vi) Woolworths may use software to assist third party Content providers to protect intellectual property rights to ensure that Content is not copied, published, re-distributed, re-communicated or commercially exploited in an unauthorised manner;
- (vii) You must not copy, publish, re-distribute, re-communicate or commercially exploit Content provided to You by a third party Content provider in an unauthorised manner; and
- (viii) You must comply with any terms and conditions relating to the use of the Content that are notified to You by a third party Content provider.

- (c) If Woolworths offers and You select a Premium Service as a Value Added Service, You acknowledge that:
 - (i) Premium Services may be provided by third parties with whom Woolworths may have arrangements;
 - (ii) Any Charges will be taken directly out of Your Everyday Mobile Account;
 - (iii) Premium Services usually cost more than standard SMS messages;
 - (iv) Premium Services can be charged as a fixed amount, via a subscription fee, on a timed rate basis or by amount of data used; and a connection fee may also apply;
 - (v) You are responsible for the cost of any calls made from your Approved Mobile Handset, including calls made by someone else, without your knowledge;
 - (vi) To manage Your use of Premium Services, check the cost of a service before using it and keep track of how often and for how long You use these services;
 - (vii) Some Premium Services may attract additional data charges for downloading and uploading;
 - (viii) Premium Services provided by third parties will have separate terms and conditions, including how to cancel the Premium Service and what they will do with any Personal Information they collect from You, which You should read and will need to comply with.
 - (ix) If You have concerns about Premium Services You can contact the Everyday Customer Service Centre. If the Everyday Customer Service Centre is unable to help, You can contact the Telecommunications Industry Ombudsman on 1800 062 058, TTY 1800 675 692 or Translator and Interpreter Service 131 450. Concerns about Content should be directed to the Telephone Information Services Standards Council on 1300 139 955 or the Australian Communications and Media Authority on 1300 850 115.

7 Charges

- (a) Once You are Connected to the Everyday Mobile Service, You will be Charged for use of the Everyday Mobile Service and any feature of the Everyday Mobile Service in accordance with Your Everyday Mobile Plan which is set out in Part B of these Customer Terms.
- (b) Charges for Everyday Mobile Services may depend on a number of factors, including a combination of, time and day of call, SMS/Text or use of service, destination of call or SMS/Text, call, SMS/Text or service type, any included calls, SMS/Text and services and any free or discounted rates that Woolworths may offer from time to time.
- (c) All Charges are inclusive of GST.
- (d) You agree that Woolworths will not send You any bills, charge records or call usage records in respect of Charges You incur.
- (e) You can review Your Everyday Mobile Account online, which will contain a record of Your Charges and call usage history for Your last 60 transactions through the Everyday Mobile Website.
- (f) If You require Woolworths to send You a paper copy of any charge or call usage records in respect of Charges You incur, You acknowledge that Woolworths reserves the right to Charge You a fee for this service.
- (g) If You are disabled or disadvantaged, do not have access to a computer and require Woolworths to send You a paper copy of any charge or call usage records in respect of Charges You incur for Your Everyday Mobile Account, Woolworths may waive any fee which it would have otherwise Charged for this service.

8 Promotions

- (a) Woolworths may offer free or discounted services as part of promotions from time to time.
- (b) You must comply with the terms and conditions associated with those promotions.
- (c) Woolworths may withdraw promotions without notice at any time.

9 Your obligations

- (a) You must keep Your Approved Mobile Handset and the Woolworths Everyday Mobile SIM Card safe and secure.
- (b) You will be liable for any use of the Woolworths Everyday Mobile SIM Card You receive, whether or not You have authorised it.
- (c) You must not disclose Your Everyday Mobile Account Password to a third party and You should immediately change Your Everyday Mobile Account Password if another person gains unauthorised access to it.
- (d) You must report any faults with the Everyday Mobile Service after You have taken reasonable steps to ensure that the fault is not caused by Your Approved Mobile Handset.
- (e) In using the Everyday Mobile Service, You must:
 - (i) comply with all laws, regulations and guidelines relating to the use of the Everyday Mobile Service;
 - (ii) only use the Everyday Mobile Service for Your own personal or business use, in accordance with these Customer Terms and comply with any reasonable directions that Woolworths may provide from time to time;
 - (iii) cooperate with Woolworths and provide any information and reasonable assistance which Woolworths may require from time to time regarding the Everyday Mobile Service;
 - (iv) provide reasonable assistance to Woolworths in the investigation of any fraudulent use or other misuse of the Everyday Mobile Service;
 - (v) not resell, resupply, distribute, engage in SIM boxing or otherwise commercially exploit the Everyday Mobile Service;
 - (vi) not engage in improper or illegal activities or allow another person to use the Everyday Mobile Service for improper or illegal activities;
 - (vii) 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 or likely to damage the reputation of Woolworths or a Woolworths Supplier; and
 - (viii) not use the Everyday Mobile Service in a way that may damage, interfere or interrupt the Everyday Mobile Service or any of the facilities used to provide that Everyday Mobile Service, whether operated by Woolworths or a Woolworths Supplier.

10 Suspension of Your access to the Everyday Mobile Service

- (a) Woolworths may, without liability, suspend Your access to the Everyday Mobile Service or any part of the Everyday Mobile Service, if:
 - (i) Woolworths or a Woolworths Supplier needs to conduct maintenance on or repair the Network or the Everyday Mobile Service or for other similar operational reasons;
 - (ii) Woolworths is unable to supply the Everyday Mobile Service due to coverage, technical or capacity reasons or due to the actions of a Woolworths Supplier;
 - (iii) Woolworths or a Woolworths Supplier is required to do so for emergency reasons;
 - (iv) Woolworths or a Woolworths Supplier is required to do so by the relevant government authorities or by law;
 - (v) Woolworths notices, although it has no obligation to do so, that Your Everyday Mobile Account is incurring unusual or unexpected Charges;
 - (vi) You have notified Woolworths that the Woolworths Everyday Mobile SIM Card You received has been lost or stolen;
 - (vii) You materially breach any of these Customer Terms;
 - (viii) Woolworths has reasonable grounds to suspect that You have provided false or misleading information or that You have or are engaging in fraudulent, illegal or unacceptable conduct in relation to the Everyday Mobile Service or any part of the Everyday Mobile Service;
 - (ix) Woolworths has reasonable grounds to believe that Your use of the Everyday Mobile Service will give rise to a threat or risk to the security and/or integrity of the Network and the Everyday Mobile Service; and/or
 - (x) Woolworths has reasonable grounds to believe that You have engaged in unacceptable conduct when dealing with the Everyday Customer Service Centre.

- (b) If Woolworths suspends Your access to the Everyday Mobile Service for any of the above reasons, other than for reasons set out in Clause 10(a)(v) to 10(a)(x), Woolworths will endeavour to give You as much notice as possible before suspending the Everyday Mobile Service.

11 Termination by You

- (a) You may terminate these Customer Terms as they apply to You and close Your Everyday Mobile Account without cause, by notifying the Everyday Customer Service Centre.
- (b) You may terminate these Customer Terms as they apply to You and close Your Everyday Mobile Account, in accordance with Clause 2.1(d)(iii).

12 Termination by Woolworths

- Woolworths may, without liability, terminate these Customer Terms immediately by notice to You if:
- (a) You port Your Mobile Number to another telecommunications service provider;
 - (b) You inform Woolworths that You would like to close Your Everyday Mobile Account;
 - (c) 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;
 - (d) You materially breach any of these Customer Terms;
 - (e) Woolworths has reasonable grounds to suspect that You or any other person in connection with the Everyday Mobile Service provided to You have provided false or misleading information or that You or any other person in connection with the Everyday Mobile Service provided to You have or are engaging in fraudulent, illegal or unacceptable conduct in relation to the Everyday Mobile Service or any part of the Everyday Mobile Service;
 - (f) Woolworths has reasonable grounds to believe that Your use of the Everyday Mobile Service will give rise to a threat or risk to the security and/or integrity of the Network and the Everyday Mobile Service;
 - (g) Woolworths has reasonable grounds to believe that You have engaged in unacceptable conduct when dealing with the Everyday Customer Service Centre;
 - (h) Woolworths is required to do so by the relevant government authorities or the law requires Woolworths to do so;
 - (i) Woolworths is unable to continue to supply the Everyday Mobile Service due to coverage, technical or capacity reasons or due to the actions of a Woolworths Supplier; or
 - (j) Woolworths decides that it will no longer offer the Everyday Mobile Service.

13 Consequences of termination

- (a) On termination of these Customer Terms:
 - (i) Woolworths will stop providing the Everyday Mobile Service to You, will Disconnect You from the Everyday Mobile Service and the Network and will close Your Everyday Mobile Account;
 - (ii) You will no longer be able to use the Everyday Mobile Service;
 - (iii) You will not be able to use the Mobile Number unless You have successfully ported the Mobile Number to another telecommunications service provider; and
 - (iv) You must return the Woolworths Everyday Mobile SIM Card to Woolworths. The Everyday Customer Service Centre will advise You how to return the Woolworths Everyday Mobile SIM Card. You may be required to pay a fee, if on termination of these Customer Terms, the Woolworths Everyday Mobile SIM Card You received is lost, damaged, not returned or stolen.
- (b) If Woolworths terminates these Customer Terms pursuant to Clause 12(i) or Clause 12(j), You may be entitled to a refund of any remaining Credit in Your Everyday Mobile Account.
- (c) If termination is not pursuant to Clauses 12(i) or Clause 12(j), any remaining Credit in Your Everyday Mobile Account will be forfeited and will not be redeemable for cash.

14 Woolworths Liability to You

14.1 Terms, conditions or warranties implied by law

- (a) *The Trade Practices Act 1974* (Commonwealth) (TPA) and state fair trading legislation imply certain terms, conditions or warranties into contracts for the supply of goods or services. Subject to Clause 14.2 below, Woolworths is liable to You if it breaches any of those terms, conditions or warranties. Except as provided below,

Woolworths does not intend these Customer Terms to exclude, restrict or modify any rights which You may have under the TPA or state fair trading legislation.

- (b) 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 at Woolworths' fair and reasonable discretion to:
- (i) in the case of goods:
 - (A) repairing the goods;
 - (B) replacing or supplying equivalent goods; or
 - (C) paying the cost of repairing, replacing or supplying equivalent goods; and
 - (ii) in the case of services:
 - (A) supplying the services again; or
 - (B) paying the cost of having the services supplied again.

14.2 When Woolworths is not liable

- (a) Subject to Clause 14.1, and to the maximum extent allowed by law, Woolworths is not liable to You in contract, tort (including negligence) or otherwise, for any Consequential Loss. Consequential Loss means any loss which is indirect, consequential, incidental or special, a loss of revenue, a loss of profits, a loss of anticipated savings, a loss of goodwill and/or reputation, a loss of opportunity, loss of business, a loss of data and/or any loss in connection with a claim of a third party. 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.
- (b) In addition, Woolworths has no liability to You for:
- (i) acts or defaults of other suppliers; and/or
 - (ii) faults or defects in the Everyday Mobile Services which are caused to any material extent by Your own conduct or misuse of the Everyday Mobile Service, including any feature, aspect or component of the Everyday Mobile Service.
- (c) Woolworths is not liable for failing to comply with these Customer Terms if that failure results from:
- (i) A Force Majeure Event;
 - (ii) A Suspension Event;
 - (iii) any defect or failure in another telecommunications service provider's network;
 - (iv) planned maintenance or planned outages for the duration of the maintenance or outage; and/or
 - (v) any faults, interruptions, congestion and compromised security to the Network beyond the control of Woolworths or Woolworths' Suppliers.

The limitations stated in this Clause 14.2 do not apply to the extent that they are contrary to law.

14.3 Limitation of Liability

- (a) Subject to Clauses 14.1(b) and 14.2 above, 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 maximum amount of Credit You can accumulate under these Customer Terms in Your Everyday Mobile Account when You recharge within the Credit Expiry Period.
- (b) The limitations stated in this Clause 14.3 do not apply to the extent that they are contrary to law.

15 Your liability to Woolworths

- (a) Unless expressly stated elsewhere in these Customer Terms, You are not liable to Woolworths 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 us 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 Your breach of these Customer Terms.

16 Personal Information

- (a) Woolworths is required by law to collect, record and verify Your Personal Information.
- (b) Woolworths may also collect Personal Information about You in order to provide the Everyday Mobile Service to You. Woolworths will use Your Personal Information to create and maintain Your Everyday Mobile Account, enable You to communicate using the Everyday Mobile Service, allocate Charges, provide You with updates and changes to the Everyday Mobile Service and generally keep You informed about the Everyday Mobile Service.
- (c) Additionally, Woolworths may collect information about the way You use the Everyday Mobile Service, Your preferences and Your location when using the Everyday Mobile Service.
- (d) Your calls to the Everyday Customer Service Centre may be monitored for training and quality purposes.
- (e) Woolworths may contact You with information about new developments, products, services and special offers by post, telephone, email or SMS.
- (f) You agree that, notwithstanding s 18(1) of the *Spam Act 2003*:
- (i) if Woolworths sends You a message, it will not contain an unsubscribe facility; and
 - (ii) You may, at any time, opt-out of receiving marketing material by contacting the Everyday Customer Service Centre.
- (g) You agree that Woolworths may:
- (i) share Your Personal Information with other members of the Woolworths group of companies;
 - (ii) share Your Personal Information with Woolworths' Suppliers, agents, contractors or other service providers;
 - (iii) share Your Personal Information with other providers of telecommunications services if You transfer Your Mobile Number or if we are investigating a possible fraud; and/or
 - (iv) disclose Your Personal Information as authorised by law, including providing Your details for inclusion in the Integrated Public Number Database as required for emergency services.
- (h) You can access the Personal Information Woolworths collects and records about You by contacting the Woolworths Privacy Officer through the Everyday Customer Service Centre .
- (i) All Personal Information collected and recorded is in accordance with the Woolworths Everyday Mobile Privacy Policy available on the Everyday Mobile Website.

17 Miscellaneous

17.1 GST

If GST applies or is introduced on any supply Woolworths makes to You under these Customer Terms, then You are required to pay the GST amount at the prevailing GST rate. The GST amount must be paid by You without deduction or set-off. Woolworths will issue You a Tax Invoice on request for any supply on which GST is payable.

17.2 Complaints

- (a) If You are unhappy with any aspect of the Everyday Mobile Service provided to You under these Customer Terms, You can speak with one of Woolworths' consultants by contacting the Everyday Customer Service Centre, by writing to Woolworths or by sending a facsimile to Woolworths.
- (b) Woolworths will investigate all complaints in accordance with the Complaints Handling Policy, a copy of which can be found on the Everyday Mobile Website. If You require a hard copy of the Complaints Handling Policy, please contact the Everyday Customer Service Centre.
- (c) If Woolworths cannot 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.

17.3 Mobile Numbers

- (a) The Telecommunications Numbering Plan 1997 (Plan) sets out rules for issuing, transferring and changing telephone numbers.
- (b) If You do not already have a Mobile Number, Woolworths can issue You with a Mobile Number to use with the Everyday Mobile Service.
- (c) Woolworths does not confer any ownership, legal interest or goodwill in any Mobile Number issued to You. You are entitled to continue to use any Mobile Number Woolworths issues to You, except in circumstances where the Plan allows Woolworths to recover the Mobile Number from You.

- (d) If You would like to change Your Mobile Number You must pay the applicable charge each time You request a new Mobile Number.

17.4 Transferring Your Mobile Number to another user

If Woolworths issues You a Mobile Number, then You need to obtain Woolworths' consent if You wish to transfer the Mobile Number to another person for use by that person instead of You.

17.5 Mobile Number Portability (MNP)

- (a) MNP allows You to keep Your existing Mobile Number when You wish to stop using the mobile service provided by Your current telecommunications service provider and take up a new mobile service with a new telecommunications service provider. This process is known as porting and is regulated under various legislation including the Communications Alliance Industry Code ACIF C570:2005 – Mobile Number Portability (MNP Code).
- (b) You will be able to port Your Mobile Number from Your current telecommunications service provider to Woolworths if that Mobile Number is able to be ported under the Telecommunications Numbering Plan 1997 (Plan).
- (c) If You wish to port Your existing Mobile Number from Your current telecommunications service provider to Woolworths, then You must complete the MNP Customer Authorisation Process.
- (d) The MNP Customer Authorisation Process can be completed through the Everyday Mobile Website or through the Everyday Customer Service Centre. You will be required to provide Your existing Mobile Number, Your existing account or reference number from Your current telecommunications service provider or Your date of birth. You will need to provide an acknowledgement that You are authorised to request the porting of Your Mobile Number and that You authorise for the port to take place. You will also be required to provide an acknowledgement that Woolworths has notified You about those matters referred to in clause 17.5(f).
- (e) You should notify Woolworths as soon as possible, if You wish to withdraw Your authority to port Your Mobile Number.
- (f) You should be aware that:
- (i) You may or may not be in an existing contract with Your current telecommunications service provider;
 - (ii) although You have the right to port Your Mobile Number, there may be costs and obligations, including early termination payments, outstanding call and service usage costs and other contractual obligations associated with Your current telecommunications service provider and porting Your Mobile Number;
 - (iii) any Pre-Paid credits in Your account with Your current telecommunications service provider may be forfeited; and
 - (iv) the service, including related services such as value added services, associated with the Mobile Number whilst connected to Your current telecommunications service provider may or may not be disconnected from Your current telecommunications service provider and may result in finalisation of Your account for that service.
- (g) Whilst Woolworths cannot guarantee when or how long it will take to effect a port, Woolworths will use reasonable endeavours to ensure the port takes effect as soon as possible, within the Standard Hours of Operation, which under the MNP Code are Monday to Friday 8am to 8pm and Saturday, Easter Monday, the Queen's Birthday and Boxing Day 10am to 6pm.
- (h) Woolworths is not responsible or liable for any period of outage of your Mobile Number or mobile service or any related or ancillary services, during the porting process. To the maximum extent permitted by law, Woolworths excludes all liability to You or any person claiming through You for any damage, loss, costs or expenses or other liability in contract, tort or otherwise for or in relation to the porting process.
- (i) If You would like to continue using Your existing mobile handset when You port Your Mobile Number to Woolworths, You should confirm with Woolworths that Your existing mobile handset is an Approved Mobile Handset and if necessary, arrange to have Your existing mobile handset unlocked or re-programmed from Your current telecommunications service provider.
- (j) You may also port Your Mobile Number from Woolworths to another telecommunications service provider, if that Mobile Number is able to be ported under the Plan.

- (k) If You Port Your Mobile Number from Woolworths to another telecommunications service provider, You must pay any administrative costs and any outstanding amounts owing on Your Everyday Mobile Account. Subject to Clause 13(b), any unused credits in Your Everyday Mobile Account will be forfeited.

- (l) In accordance with clause 16(g)(iii), Woolworths may disclose your Personal Information to other telecommunications service providers in order to effect a port. All information will be disclosed in accordance with the Woolworths Everyday Mobile Privacy Policy available on the Everyday Mobile Website.

17.6 Handset Locking

- (a) Woolworths may lock an Approved Mobile Handset so that only the Woolworths Everyday Mobile SIM Card can be used in the Approved Mobile Handset.
- (b) If an Approved Mobile Handset is locked, You will need to contact the Everyday Customer Service Centre to obtain the Handset Unlocking Code, for which You may be required to pay a Handset Unlocking Fee.
- (c) If You arrange to unlock an Approved Mobile Handset through someone other than Woolworths, this may void any warranty that was provided with the Approved Mobile Handset.

17.7 Handset Blocking

- (a) You can ask Woolworths to:
- (i) block the use of Your Approved Mobile Handset if it is lost or stolen; or
 - (ii) unblock the use of Your Approved Mobile Handset.
- (b) If Your Approved Mobile Handset is blocked, it cannot be used to make or receive calls (except make calls to emergency 000 or 012 numbers) or send or receive SMS or other Content.
- (c) You indemnify Woolworths (and must pay Woolworths) for any loss or liability that Woolworths may incur by acting on Your request to block or unblock the use of Your Approved Mobile Handset.
- (d) Woolworths can block the use of Your Approved Mobile Handset if Woolworths reasonably considers that Your Approved Mobile Handset has been lost or stolen. Woolworths will use reasonable endeavours to contact You before Your Approved Mobile Handset is blocked.
- (e) Woolworths may block or continue to block the use of Your Approved Mobile Handset if the Approved Mobile Handset has been lost or stolen, even if You prove to Woolworths that You have acquired the Approved Mobile Handset in good faith without knowing that it has (or may have) been lost or stolen.

17.8 Calling Line Identification

- (a) Calling Line Identification (CLI) includes the called party's number, the calling party's number, the date and time of the call, the call's duration and routing. CLI makes possible the provision of a range of products and services to customers, including Calling Number Display (CND).
- (b) CND will allow Your Mobile Number to be displayed on the telephone of the person You are calling if their telephone is CND enabled and You have not asked for CLI to be blocked.
- (c) For calls from overseas, You will not be able to see the calling party's CLI.
- (d) You may request for Your CLI to be presented or blocked by:
- (i) making a request that CLI never be presented except when You choose to present it for single calls by dialling 1832, or such other number as may be in use to allow the presenting of CLI from time to time, before the number being called; or
 - (ii) making a request that CLI always be presented except when You choose to block CLI for single calls by dialling 1831, or such other number as may be in use to allow the blocking of CLI from time to time, before the number being called.
- (e) If You do not request one of the options above, Your Mobile Number will be presented on the telephone of the person You are calling.
- (f) You cannot block CLI:
- (i) for calls to emergency services;
 - (ii) when sending SMS and MMS; and
 - (iii) where CLI is used for billing, call management, credit control or law enforcement purposes.

17.9 Barring of calls and services

At Your request, Woolworths can bar calls and services made from Your Mobile Number, except for emergency calls to 000 or 112.

17.10 Special Assistance

If You have a sight or hearing impairment or have language difficulties, You or a nominated person will need to inform a Woolworths consultant, by contacting the Everyday Customer Service Centre, of Your needs and the Woolworths consultant can determine whether Woolworths can provide You with the required assistance.

17.11 Intercept

Woolworths or a Woolworths Supplier may, at any time, monitor and intercept Your use of the Everyday Mobile Service if required by law.

17.12 Intellectual Property

- (a) Woolworths owns all material, including Intellectual Property Rights, developed by Woolworths or its personnel.
- (b) Where Woolworths uses any Intellectual Property Rights belonging to anyone else, Woolworths has a licence to do so.
- (c) To the extent necessary, Woolworths grants You a non-exclusive licence to exercise any Intellectual Property Rights to use the Everyday Mobile Service for the term of this SFOA.

17.13 Assignment

- (a) Woolworths may assign its rights and/or obligations under this SFOA to another corporate entity on the condition that that corporate entity provides the Everyday Mobile Services to You on substantially the same terms and conditions as Woolworths provides them to You.
- (b) Woolworths will endeavour to give You as much notice as is reasonably practicable of any assignment.
- (c) You may not assign any of Your rights and/or obligations under this SFOA to any third party without Woolworths' consent.

17.14 Notices

- (a) A notice issued by You under this Agreement must be in writing.
- (b) A notice issued by Woolworths under this Agreement includes:
 - (i) delivering the information to You in person;
 - (ii) sending the information by pre-paid post to the address listed in Woolworths' records for You;
 - (iii) sending the information to Your Mobile Number by SMS/Text; or
 - (iv) transmitting the information to Your email address if You have an email address and have given us Your consent to send information to that address.
- (c) A notice issued by Woolworths to You under this Agreement will be taken to be received:
 - (i) when it is left at the address supplied by You;
 - (ii) on the fourth day after posting, when sent by ordinary post to the address supplied by You; or
 - (iii) at the time of successful transmission when sent by email or SMS/Text.

17.15 Severance

- (a) If any part of this SFOA is void or unenforceable, then that part will be taken to be removed and will no longer be a part of this SFOA.
- (b) The remaining parts of this SFOA will continue to have full force and effect.

17.16 Entire Agreement

- (a) This SFOA contains the complete understanding between You and Woolworths to the exclusion of any prior or collateral agreement or understanding of any kind relating to the Everyday Mobile Service.
- (b) To the extent that there is an inconsistency between this SFOA and any brochures or other advertising material relating to the Everyday Mobile Service, then this SFOA prevails.

17.17 Waiver

- (a) Any waiver of any rights under this SFOA must be in writing.
- (b) Giving up a right under this SFOA in a particular instance, does not mean that that right is given up generally.
- (c) Failure to exercise a right in a timely manner will not constitute acceptance of the matter nor suggest a waiver of any right or remedy arising in relation to that matter.

17.18 Governing Law

This SFOA will be governed by the laws of the State or Territory in which You live, or in which You primarily use the Everyday Mobile Service.

17.19 Information about Your rights

Information about Your rights can be obtained by contacting the Australian Communications and Media Authority, the Telecommunications Industry Ombudsman, the Australian Competition and Consumer Commission or the relevant Office of Fair Trading or Department of Consumer Affairs in Your State or Territory.

18 The meaning of terms used in this SFOA

The meaning of certain words and abbreviations used in this SFOA are set out below.

Singular words include the plural equivalent and vice versa.

Grammatical variations of a word defined in this SFOA have a corresponding meaning.

Customer Terms, Standard Form of Agreement and SFOA are used interchangeably in this document and all mean this document.

Activation means when You have registered the Woolworths Everyday Mobile SIM Card on the Network before the expiry date printed on the Woolworths Everyday Mobile SIM Pack.

Application means an application for the Everyday Mobile Services whereby You have either: signed a form; given a verbal voice recording; registered online; or subscribed to the Everyday Mobile Service by any other means that Woolworths may provide to You for that purpose from time to time.

Approved Mobile Handset means a mobile handset approved by Woolworths for use with the Everyday Mobile Service and on the Network. A list of Approved Mobile Handsets can be found on the Everyday Mobile Website.

Basic Service means the service that allows You to make and receive phone calls and send and receive standard SMS from an Approved Mobile Handset.

Bonus Credit means credit awarded in addition to the face value of a recharge voucher (which has limited usage).

Carrier means carrier as defined in the *Telecommunications Act (Cth) 1997*.

Carriage Service Provider means carriage service provider as defined in the *Telecommunications Act (Cth) 1997*.

Charge means any charge related to the Everyday Mobile Service, a feature of the Everyday Mobile Service, Your selected Everyday Mobile Plan and any other amounts payable by You under these Customer Terms.

Complaints Handling Policy means the document which sets out Woolworths' internal complaints handling procedure and which outlines the steps involved in responding to a complaint, including information about time-frames for response, what steps Woolworths will take to investigate the complaint, the escalation process if the complaint is not resolved adequately at the first instance and information about other avenues available to You to resolve the complaint. You can access the Woolworths Complaints Handling Policy through the Everyday Mobile Website.

Connected means connected to the Everyday Mobile Service and the Network.

Connection Fee means the initial fixed fee or flag fall for establishing a phone call.

Consequential Loss means any loss which is indirect, consequential, incidental or special, a loss of revenue, a loss of profits, a loss of anticipated savings, a loss of goodwill and/or reputation, a loss of opportunity, loss of business, a loss of data and/or any loss in connection with a claim of a third party.

Content means any music, video, SMS/Text, data, software, information, service or other content which You may access, use, receive, download, upload or transmit when using the Everyday Mobile Service.

Credit means the dollar value in Your Everyday Mobile Account from which Woolworths will pay for the services You use.

Credit Accumulation Limit means the maximum amount of Credit You can continue to accumulate in Your Everyday Mobile Account, when You continue to recharge within the Credit Expiry Period. On the Everyday Mobile Pre-Paid Plans You can continue to accumulate up to a maximum of \$500 of Credit in Your Everyday Mobile Account.

Credit Card means any credit card accepted by Woolworths as a form of payment for any Charges You incur for the Everyday Mobile Service, from time to time.

Credit Expiry Period means the number of days, months or years, as applicable, from the date of Connection or the date of recharge, that You have to use or add to the Credit in Your Everyday Mobile Account.

Customer Terms means this document which is the Woolworths Standard Form of Agreement (SFOA).

Debit Card means any debit card accepted by Woolworths as a form of payment for any Charges You incur for the Everyday Mobile Service, from time to time.

Disconnect means the process by which Woolworths stops Your access to the Everyday Mobile Service and the Network.

Everyday Customer Service Centre means the point of contact for all enquiries regarding the Everyday Mobile Service.

Everyday Mobile Account means an account set up in Your name for the purpose of Woolworths supplying the Everyday Mobile Service to You, which is linked to the Woolworths Everyday Mobile SIM Card You received and Your Mobile Number and which contains all records about You including Credit You have, Payment Method You use, Your charge and call usage records and any Personal Information that You have provided to Woolworths.

Everyday Mobile Account Password means the unique password which You establish to be used by Woolworths to identify You when You are seeking to access or change details in Your Everyday Mobile Account.

Everyday Mobile Plan means the specific Everyday Mobile plan that You select to use the Everyday Mobile Service provided by Woolworths.

Everyday Mobile Pre-Paid Customer means a Woolworths Everyday Mobile Customer who enters into this SFOA for the purposes of being supplied the Everyday Mobile Pre-Paid Service (including for supply of the Everyday Mobile Pre-Paid Service to another Person) or who otherwise acquires a service from Woolworths.

Everyday Mobile Pre-Paid Plan means the specific Everyday Mobile Plan that You select to use the Everyday Mobile Pre-Paid Service provided by Woolworths.

Everyday Mobile Pre-Paid Recharge Voucher means a coupon which when activated, credits Your Everyday Mobile Account with Credit equal to the dollar value of the coupon.

Everyday Mobile Pre-Paid Service means the Everyday Mobile Service, that Woolworths supplies to You under these Customer Terms and where You pay in advance for Your use of the Everyday Mobile Service.

Everyday Mobile Service means the Everyday Mobile service, including the Basic Service and the Everyday Mobile Pre-Paid Service, that Woolworths supplies to You under these Customer Terms, as varied in accordance with this Agreement from time to time and includes any features of the Everyday Mobile Service and any Value Added Services that Woolworths may offer You from time to time with the Everyday Mobile Service.

Everyday Mobile Website means the Everyday Mobile Service website at www.everydaymobile.com.au as updated from time to time.

Force Majeure Event means an event or circumstance beyond the reasonable control of Woolworths, including any act of God, civil disorder, war, terrorism, riots, rebellions, revolution or any other unlawful act against public order or authority, national or local emergency, elements of nature, fire, flood, earthquake, cyclone, explosion, loss of power, strike, lockout, industrial action, or the act or omission of any Government Agency, or failure in another telecommunications service provider's network.

GSM means the system for the digital mobile service provided using the Network also known as 2G.

GST means the tax introduced by the *A New Tax System (Goods and Services Tax) Act 1999* and the related imposition Acts of the Commonwealth.

Handset Unlocking Code means the unique sequence of numbers and/or letters to be entered into a mobile handset to enable another telecommunications service provider's SIM Card to be used in the mobile handset.

Handset Unlocking Fee means the administrative fee Woolworths may Charge You to provide You with the Handset Unlocking Code.

International Calls means calls to and from Your Approved Mobile Handset to another mobile handset connected to a public mobile telecommunications network overseas and any landline connected to a public fixed line telecommunications network overseas.

Intellectual Property means all rights conferred under statute, common law and equity in and in relation to trade marks, trade names, logos, inventions, patents, designs, copyright, circuit layouts, confidential information, know-how and trade secrets and all rights and interests in them or licences to use any of them.

International Roaming means using Your Approved Mobile Handset on networks operated by other suppliers in countries outside Australia with whom Woolworths has roaming arrangements in place.

International Services means any service, including International Calls and International Roaming, that involves suppliers in countries outside Australia with whom Woolworths has arrangements in place.

MMS means Multimedia Messaging Service that includes multimedia objects such as images, audio, video and rich SMS/Text.

Mobile Network Coverage Area means the Woolworths coverage area in which You can access the Everyday Mobile Service. For the latest information on Woolworths' coverage areas, visit the Everyday Mobile Website.

Mobile Number Portability (MNP) means the ability to Port a mobile telephone number as described in Clause 17.5.

Mobile Number Portability Customer Authorisation Form means an authorisation form signed by You to Port a Mobile Number to a new telecommunications service provider.

Mobile Number means Your mobile service number allocated pursuant to the Telecommunications Numbering Plan 1997.

Network means the 2G Optus Mobile Digital Network owned and operated by Optus Mobile Pty Limited (ABN 65 054 365 696).

Notice means the method by which Woolworths provides You with relevant information by:

- (a) delivering the information to You in person;
- (b) sending the information by pre-paid post to the address listed in Woolworths' records for You;
- (c) sending the information to Your Mobile Number by SMS;
- (d) transmitting the information to Your email address if You have an email address and have given us Your consent to send information to that address;
- (e) publishing the information on the Everyday Mobile Website; or
- (f) providing information through a recorded voice announcement at the Everyday Customer Service Centre number; or
- (g) including the information in Your Everyday Mobile Account for You to view online at the Everyday Mobile Website.

Payment Method means the method You choose to pay for the Everyday Mobile Service.

Personal Information means information about You including Your name, address and other details and from which Your identity is apparent or can be ascertained and is further defined in the Privacy Act 1998 (Cth).

Premium Services means information and entertainment which can be downloaded to a mobile handset and includes, without limitation: ringtones, wallpapers, games, music tracks and videos; news, weather, sports results; entering quizzes, voting in TV competitions; and chat groups, dating services and horoscopes.

Related Body Corporate means a related company pursuant to section 50 of the *Corporations Act 2001* (Cth).

Restricted Content means Content for use by customers 18 years of age or older and is defined further in the *Restricted Access System Declaration 2007*.

SMS means Short Message Service and is a communications protocol allowing the interchange of short text messages between mobile telephone devices.

Standard Calls means calls to and from Your Approved Mobile Handset to another mobile handset connected to a public mobile telecommunications network in Australia and any landline connected to a public fixed line telecommunications network in Australia, excluding, without limitation, international calls (including calls to international numbers made from within Australia whilst roaming in Australia), calls to special numbers and services and national and international roaming calls.

Standard Form of Agreement (SFOA) means this document which contains Woolworths Customer Terms.

Standard SMS/Text, means sending from within Australia and receiving SMS/Text to and from Your Approved Mobile Handset, to another mobile handset connected to a public mobile telecommunications network in Australia or selected mobile telecommunications networks overseas. Standard SMS/text excludes, without limitation, Premium TXT, MMS, WAP services and Content.

Standard Credit means ordinary credit awarded to the face value of a recharge voucher (which has standard usage rules).

Suspension Event means the suspension by Woolworths or a Woolworths Supplier of all or part of the Everyday Mobile Service or suspension of the operation of the Network because:

- (a) Woolworths is required to do so for emergency reasons;
- (b) Woolworths is required to do so by the relevant government authorities or by law;
- (c) Woolworths has reasonable grounds to suspect that You have provided false or misleading information or that You have or are engaging in fraudulent, illegal or unacceptable conduct in relation to the Everyday Mobile Service or any part of the Everyday Mobile Service; or

(d) Woolworths has reasonable grounds to believe that Your use of the Everyday Mobile Service will give rise to a threat or risk to the security and/or integrity of the Network and the Everyday Mobile Service.

Tax Invoice means the definition given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Telecommunications Numbering Plan means the Telecommunications Numbering Plan 1997, which establishes a framework for the numbering of carriage services in Australia.

Value Added Services means any service that is not a Basic Service, which Woolworths may offer from time to time, including without limitation, Content, Premium SMS, MMS, International Roaming and WAP.

Valid Credit means credit that has a dollar value greater than \$0 and has not expired.

WAP means Wireless Application Protocol which is an open international standard for application layer network communications in a wireless communications environment. Its main use is to enable access to the Internet from a mobile handset. A WAP browser provides all of the basic services of a computer based web browser but simplified to operate within the restrictions of a mobile handset.

Woolworths means Woolworths Limited ABN: 88 000 014 675.

Woolworths Everyday Mobile Privacy Policy means the privacy policy, which sets out how Woolworths collects and uses Your Personal Information. You can access the Woolworths Everyday Mobile Privacy Policy by visiting the Everyday Mobile Website or You may request a hard copy by contacting the Everyday Customer Service Centre.

Woolworths Everyday Mobile SIM Card means a subscriber identity module supplied by Woolworths to You, which is to be used with an Approved Mobile Handset to enable You to access and use the Everyday Mobile Service and the Network;

Woolworths Everyday Mobile SIM Pack means a package of goods which includes the Woolworths Everyday Mobile SIM Card, a booklet containing a summary of the SFOA and information to assist in using the Everyday Mobile Service. An Approved Mobile Handset may also be included from time to time.

Woolworths Supplier means any supplier of goods or services which is used directly or indirectly by Woolworths in the supply of the Everyday Mobile Service and any features of the Everyday Mobile Service, including other Carriers, Carriage Service Providers, telecommunications service providers or mobile handset manufacturers.

You (Your) means You, a Woolworths Everyday Mobile Customer.

Part B: Everyday Mobile Pre-Paid Plans

Simple Saver Plan and Chatterbox Plan

(a) The Simple Saver Plan and the Chatterbox Plan are available to eligible customers who prepay.

(b) There is a limit of 1 Simple Saver Plan or 1 Chatterbox Plan per Everyday Mobile SIM Card connection at any one time.

(c) The Simple Saver Plan and the Chatterbox Plan are available at connection and upon recharge. The Woolworths Everyday Mobile SIM Card must be activated before the expiry date printed on the Woolworths Everyday Mobile SIM Pack.

(d) You will receive a certain amount of Credit to use on your Simple Saver Plan or Chatterbox Plan based on the amount you recharge with. You can recharge using denominations of \$20, \$30, \$50 and other denominations which Woolworths may offer from time to time. You must have the funds in Your Everyday Mobile Account to use the Simple Saver Plan services or the Chatterbox Plan services.

(e) Standard Credit awarded with the Simple Saver Plan or the Chatterbox Plan (which does not include Bonus Credit) can be used on Standard Calls, Standard and international SMS/Text, voicemail, international calls, 124937-directory assistance, '13', '15' and '18' numbers and 2G compatible premium and content services such as polyphonic ringtones, logos and WAP.

(f) Bonus Credit offered on the Chatterbox Plan can only be used for Standard Calls, Standard Text, voicemail and to call Everyday Mobile Customer Service. Bonus Credit cannot be used for international Calls, international Text, Directory Assistance, "13", "15" and "18" numbers or premium or context services.

(g) You may swap between the Chatterbox Plan and the Simple Saver Plan at any time. Upon recharge on your new plan, Bonus Credit will be lost but Standard Credit will roll over. Upon recharge the rolled over credit will adopt the expiry date of your most recent recharge.

(h) Standard and international SMS/Text are charged per SMS/Text sent. If one SMS/Text is more than 160 characters each additional character will form part of a new message up to a maximum of 160 characters per subsequent message, with each subsequent message attracting the applicable rate. You acknowledge that once a SMS/Text is sent you may incur charges, even if the SMS/Text message is not received by the intended recipient.

(i) The following services are not charged as Standard Calls or Standard SMS/Text and will attract a higher charge: international calls, international SMS/Text, standard and international MMS, all calls and services used whilst international roaming, 124937-Directory Assistance and 2G compatible premium and content services such as polyphonic ringtones, logos and WAP.

(j) The following services are not available with the Everyday Mobile Pre-Paid Service: calling 1900 numbers, national roaming outside the Mobile Network Coverage Area, 3G services and call diversions, except to voicemail.

(k) If you are on the Simple Saver Plan, your Everyday Mobile Account must be recharged within 100 days of Connection or last recharge otherwise any unused Credit in your Everyday Mobile Account will expire. You can accumulate up to \$500 of Credit, at any one time, provided you recharge Your Everyday Mobile Account at least every 100 days.

(l) If you are on the Chatterbox Plan, your Everyday Mobile Account must be recharged within 30 days of Connection or last recharge otherwise any unused Credit in your Everyday Mobile Account will expire. You can accumulate up to \$500 of Credit, at any one time, provided you recharge your Everyday Mobile Account at least every 30 days.

(m) All Everyday Mobile Pre-Paid Services are subject to network limitations, availability and coverage. Certain services will also depend on the coverage area of the person you are calling. The Everyday Mobile Pre-Paid Service is available in the Mobile Network Coverage Area which covers selected metropolitan areas of most capital cities in Australia and some surrounding areas. For the latest information on coverage, visit the Everyday Mobile Website at everydaymobile.com.au/coverage.

(n) International Roaming is available with the Everyday Mobile Service. To activate International Roaming, contact the Everyday Customer Service Centre or visit the Everyday Mobile Website at least 72 hours before departure. Some Everyday Mobile Pre-Paid services may not be available while roaming in some countries.

(o) All prices and Credit Expiry Periods are current as of March 2010 and are subject to change. The Simple Saver Plan or the Chatterbox Plan may be modified or withdrawn by Woolworths at any time.

(p) Rates for using some Simple Saver Plan and Chatterbox Plan services are set out in the tables below. For a full price list of Simple Saver Plan and Chatterbox Plan services visit the Everyday Mobile Website.

Simple Saver Plan

Recharge	Standard Credit awarded	Expiry Period
\$20	\$20	100 days
\$30	\$30	100 days
\$50	\$50	100 days

Chatterbox Plan

Recharge	Standard Credit awarded	Bonus Credit awarded*	Total Credit awarded	Expiry Period
\$20	\$20	\$10	\$30	30 days
\$30	\$30	\$30	\$60	30 days
\$50	\$50	\$50	\$100	30 days

* Bonus Credit can be used for Standard Calls and Texts, voicemail and calls to Everyday Mobile Customer Services only.

Simple Saver and Chatterbox Plan Rates Table

Service	Charge
Standard Calls	15c per 30 seconds, billed in 30 second blocks, plus 15c connection fee (minimum call cost 30c per call)
Voicemail	15c per 30 seconds, billed in 30 second blocks, plus 15c connection fee (minimum call cost 30c per call)
Standard SMS/Text	15c per SMS/Text sent (up to 160 characters per SMS/Text)
International SMS/Text*	35c per SMS/Text sent (up to 160 characters per SMS/Text)
Standard MMS*	50c per MMS sent (up to 160 characters per MMS)
International MMS*	75c per MMS sent (up to 160 characters per MMS)
Everyday Customer Service Centre – 1201	15c per 30 seconds, billed in 30 second blocks, plus 15c connection fee (minimum call cost 30c per call)
12937-directory assistance*	\$1.10 plus 15 cents per 30 seconds, (minimum call cost \$1.25 per call)
13 numbers*	15c per 30 seconds, billed in 30 second blocks, plus 15c connection fee (minimum call cost 30c per call)
15 numbers*	15c per 30 seconds, billed in 30 second blocks, plus 15c connection fee (minimum call cost 30c per call)
18 numbers*	15c per 30 seconds, billed in 30 second blocks, plus 15c connection fee (minimum call cost 30c per call)
International Calls*	Higher rates apply. See rates table at everydaymobile.com.au
International Roaming*	Higher rates apply. See rates table at everydaymobile.com.au
Premium and content services*	Dependant on provider – see individual provider terms and conditions before purchasing/downloading.
Web browsing using WAP*	See rates table at everydaymobile.com.au

* Bonus Credit on the Chatterbox Plan cannot be used for any of these services. Bonus Credit awarded on the Chatterbox Plan can be used for Standard Calls and Texts, voicemail and calls to Everyday Mobile Customer Services only.