



AAPT Business Mobile  
Service Schedule

This Service Schedule forms part of the Agreement between Us and You and cannot be used as a stand-alone agreement. Any terms defined in the Service Agreement and the Service Order Form have the same meaning in this Service Schedule unless defined in this Service Schedule or the context requires otherwise.

We will be Your exclusive provider of the Service described in this Service Schedule. To place an order for this Service, please sign and return to Us the Service Order Form provided to You.

**Service Agreement** means Our current "Standard Service Agreement", a copy of which is available at <http://www.aapt.com.au/businesslegal>, or such other agreement as may be agreed in writing between Us and the You (in which case the latter will take precedence).

## Part 1 – Service Description

### 1. Description

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The Service is a digital mobile telecommunications service (voice and/or voice and data) on the Vodafone GSM Network, which is accessed using a mobile handset and a Subscriber Identification Module (“**SIM**”) card encoded with information necessary to access the Service.

You can either retain Your existing Mobile Service Numbers (“**MSNs**”) or obtain new MSNs from Us.

### 2. Features and Functionality

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#### 2.1 Coverage Information

Coverage information is available at:

<http://www.vodafone.com.au/rep/coverage.jsp?gs=foryou&hd=coverage>

#### 2.2 Mobile Voice

The mobile voice service allows you to make and receive calls on your mobile phone in Australia. You can also send and receive SMS within Australia. There are a number of value added services (such as call waiting, international roaming etc) that You can obtain, however You need activate these services by calling AAPT’s Customer Service Desk.

#### 2.3 Mobile Data

GPRS provides access to the Internet via a mobile data capable phone/PDA device in Australia. With mobile data services, You can:

- (a) access the Internet;
- (b) access Your e-mail;
- (c) download music, applications, movies and other content.

AAPT mobile data Services are available with most AAPT Mobile Service plans on the Vodafone GSM Network.

Most mobile phones supplied by Us are data capable and are pre-configured for You to use mobile data services immediately. You must be within the network coverage areas to use GPRS.

#### 2.4 Mobile Data Pricing

There are several pricing options applicable for mobile data. We charge You for the amount of data You upload and download to Your handset/PDA device.

Mobile Data pricing is available from Your Account Manager.

#### 2.5 Support

You can contact AAPT's Customer Service Desk for support in the following areas:

- (a) replacing SIM cards;
- (b) reporting lost or stolen phones;
- (c) tracking orders;
- (d) Network services;
- (e) nominating delivery addresses for new orders.
- (f) activating/cancelling value added services such as International roaming and GPRS etc.

The Customer Service Desk can be contacted by phone on 1300 786 786 or via logging a support ticket via our Customer service portal - Frontier.

## **2.6 Handset Delivery**

We aim to deliver Your handsets and/or SIM cards to You within 5 Business Days of receipt of Your Service Order Form (subject to stock availability).

## **2.7 Mobile Handsets and Accessories**

We supply a variety of mobile handsets and accessories including Alcatel, LG, Nokia, Motorola, Oricom, Sonim, Sony, Ericsson and Samsung GSM handsets. Our stock may vary over time.

## **2.8 Fleet Management**

AAPT can offer You fleet management services via our On-Line Bill Analyser (“**OBA**”) product at no additional cost.

## **2.9 Warranty**

The handsets we supply come with a manufacturer's warranty. The terms of this warranty are set out in the warranty documentation provided with the handset. If you wish to make a claim on the manufacturer's warranty, you can do so by contacting the manufacturer directly. If you require proof of purchase, we can provide this to you. Please note that if the manufacturer carries out repairs on your handset that are not covered by your warranty, you may be liable to pay the cost of those repairs.

The benefits to you given by the above warranty are in addition to your other rights and remedies as a consumer under Australian law, including those available under the Australian Consumer Law. You are entitled to a replacement or refund of goods for a major failure and for compensation for any other loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

## Part 2 – Charges

Please refer to the Service Order Form.

## Part 3 – Additional Terms and Conditions

### 1. Minimum Period

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The Minimum Period for each individual Service (an **Individual Service**) is 12 months or such greater period as specified in Your Service Order Form, commencing on the date on which Your existing MSN(s) are successfully ported to AAPT.

### 2. SIM Cards

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- 2.1** SIM cards remain Our property at all times. You agree that:
- (a) the only interest You acquire in any SIM is a licence to use the SIM;
  - (b) You must not remove from a SIM any markings specifying that the SIM is owned by Vodafone;
  - (c) You bear the risk of loss of, or damage to, SIMs after they leave Our premises for delivery to You;
- 2.2** You must immediately notify Us if You become aware that any SIM in Your possession, custody or control is lost or stolen, and comply with any instructions given by Us in relation to that SIM. We may specify certain procedures for activation to protect against unauthorised use of a SIM card. You must take all reasonable care to keep the SIM card safe and in good condition. You must immediately return the SIM card to Us upon demand or if We suspend or terminate the Services. If You fail to return the SIM card to Us within 30 days of a demand made by Us, You must pay our standard SIM card replacement fee of \$38.50 inc GST (which may vary from time to time).
- 2.3** You must obtain our express authorisation to use the SIM card in countries other than Australia (that is, to “Roam”). If You are authorised to Roam, additional Charges will apply, which We will advise You of when You apply to Roam. Roaming charges may be higher than charges for international calls from Australia and data usage may be more expensive. You may be charged for both making and receiving calls while You are Roaming. To activate or to cancel Roaming on your SIM you must contact the AAPT Customer Service Desk.

### 3. Charges

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- 3.1** You will be liable for access Charges during any period when the Service has been discontinued or suspended by Us because of a failure by You to comply with the Service Agreement.
- 3.2** You will be liable for all Charges in relation to any SIM card supplied to You which has been lost or stolen (whether installed in Your mobile equipment or not) until You notify Us of the loss or theft.

## 4. Acknowledgments

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### 4.1 You acknowledge that:

- (a) the Service(s) may be affected by the level of use of the digital mobile telecommunications network and facilities related to providing the Service(s) and transmission and reception may be affected or interrupted in sheltered, indoor or underground areas, or by geographic or climatic factors, within the area of network coverage;
- (b) the Services are not necessarily a secure and confidential method of communications and You transmit material using the Service and the Internet at Your own risk;
- (c) AAPT does not and cannot in any way supervise, edit or control the nature, content and form of any material available to be accessed through use of the Services and that AAPT is not responsible in any way for the nature, content and form of that material, access to that material or use of that material; and
- (d) AAPT will not be responsible for ensuring that any material sent or received by means of the Services is sent or received correctly.

### 4.2 Except as expressly provided in the Service Agreement, We are not liable to You or any other person for the content or confidentiality of any communications made over the mobile network and You agree to indemnify Us and keep Us indemnified against any costs, claims, damages, liabilities or demands claimed or made against Us, or which We suffer as a result of Your use of the Service(s), including any defamatory or other unlawful comments made using the Service(s) (whether or not made by You).

### 4.3 We have no liability to You or any other person for:

- (a) the acts of defaults of other suppliers;
- (b) faults in the Service(s) which are caused to any extent by Your own conduct or misuse;
- (c) faults in telecommunication services not provided under the Service Agreement (even if those services are connected to the Service(s) with our consent);
- (d) porting of Your MSNs in accordance with a Mobile Number Portability Authorisation Form ("Port Authorisation") received by Us;
- (e) any delays in implementing a request to port Your MSN; or
- (f) a failure to implement a request to port Your MSN.

## **5. Suspension of Services**

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- 5.1** We may from time to time and without notice or liability to You suspend any of the Service(s) (and at our discretion disconnect Service(s)) in any of the following circumstances:
- (a) during any technical failure, modification or maintenance of the digital mobile telecommunications network (but in that event We will procure resumption of the Service(s) as soon as reasonably practicable);
  - (b) if You do, or allow to be done, anything which in our reasonable opinion may have the effect of jeopardising the operation of the Service(s).
- 5.2** Notwithstanding any suspension of any Service(s) under this paragraph 5, You shall remain liable for all the Charges due under the Service Agreement throughout the period of suspension (including without limitation all monthly access fees regardless of whether or not any SIM card has been disconnected) unless We in our sole discretion determine otherwise.

## **6. Mobile Number Porting to Us**

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- 6.1** If in providing the Services to You, We need to change Your arrangements with Your current supplier, then We will do so in accordance with this paragraph 6.
- 6.2** By signing the Port Authorisation, You:
- (a) authorise Us to sign on Your behalf and in Your name forms of authority to Your current supplier to transfer Your MSN to Us;
  - (b) authorise Your current supplier of telecommunications services to transfer to Us Your MSN;
  - (c) authorise Us to disclose information in the Port Authorisation to other suppliers in the event of a dispute over porting to Us; and
  - (d) will remain responsible for all amounts owing to Your current supplier of telecommunications services for any services they have supplied to You and, to the extent that We become liable to a third party in relation to any services supplied to You by that third party, You will indemnify Us and will keep Us indemnified against any and all such liability as well as any costs including legal costs We incur in connection with any such liability.
- 6.3** You are responsible for any charges imposed by Your current supplier in relation to unsuccessful or rejected port requests due to insufficient or incorrect information on the Port Authorisation, concurrent competing porting requests in relation to Your MSN or if You terminate the services with Your current supplier before We transfer Your MSN on Your requested port cut over date.
- 6.4** If Your current supplier credits Us with any amount concerning services provided to You before the date of transfer of Your MSN to Us, We will credit that amount to Your account.
- 6.5** If another supplier raises a proper charge with Us relating to a service it provided to You before Your MSN was ported to Us, We will advise You accordingly and You must pay the

other supplier that amount. If You dispute the amount claimed, You must notify Us in writing. You may also be liable to pay to Us or Your previous supplier charges relating to disputes or investigations by either of Us arising out of transfer of Your MSN from Your previous supplier to Us. We reserve the right to charge a port-in fee for porting Your MSN to Us from another supplier.

- 6.6** We will not accept any liability for any amounts owing by You to another supplier for services which the other supplier provided to You. You indemnify Us against any claims made against Us by Your previous supplier in relation to any such charges.

## **7. Porting of Mobile Numbers to Another Supplier**

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**7.1** If You port Your MSN to another supplier, then:

- (a) You remain responsible to Us for amounts payable prior to the port out, and You will immediately pay Us that amount on receipt of our invoice; and
- (b) You may be liable to pay to Us a port-out fee on porting of Your MSN to another supplier. If after the transfer You elect to use any of our Services by the use of an override code or otherwise, You agree to pay Us for any charges incurred for those Services.

**7.2** We will endeavour to bill You for Charges for the Services incurred until termination and any Charges arising out of termination (including, but not limited to, cancellation Charges) within the next normal billing period but We reserve our right to issue You with such subsequent invoices in relation to such unbilled charges.

**7.3** If We become aware of other proper charges (including fees payable to any other supplier) for the Service(s) up to the date of porting, or We resolve any dispute so that any liability of ours relating to those Service(s) is quantified, then You will immediately pay Us all such Charges on receipt of our invoice.

**7.4** We will credit You with any amount credited to Us by another supplier in respect of Services provided up to the date of porting.

## **8. Failure to Meet Minimum Monthly Spend**

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**8.1** You acknowledge and agree that We may:

- (a) invoice You for the difference between any minimum monthly spend (as set out in Your Service Order Form) and Your actual monthly spend; and
- (b) claw back on a pro-rata basis any credit (including, but not limited to, any sign on bonus or technology fund) We have provided to You, if You fail to meet the minimum monthly spend, and You will pay these amounts to Us.

## 9. Variation

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- 9.1** You acknowledge that AAPT may vary the Mobile Network Services supplied to You under this Agreement, including without limitation because of a change to the arrangements between AAPT or its Related Bodies Corporate, a Supplier or other third party. AAPT may do so without prior reference to You, but AAPT must provide You with written notice of such change as soon as reasonably practicable.
- 9.2** You further acknowledge that AAPT may also change the terms or conditions on which it provides the Mobile Network Services, other than the Charges, without prior reference to You, including without limitation as a result of any change to the arrangements between AAPT or its Related Bodies Corporate, a Supplier or other third party. AAPT must provide You with written notice of any such change as soon as reasonably practicable.
- 9.3** Without prior reference to You, AAPT may lower the Charges (or any component of the Charges) at any time and will notify You of the effective date of any such decrease. Upon 5 Business Days' written notice to You, AAPT may increase the Charges (or any component of the Charges).

## 10. Fair Use Policy

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- 10.1** It is important to AAPT that all eligible AAPT customers are able to access our Services. Accordingly, We have devised a Fair Use Policy which applies to use of Services which are stated to be subject to the Fair Use Policy.
- 10.2** We reserve the right to vary the terms of the Fair Use Policy from time to time. A copy of the Fair Use Policy is available at [www.aapt.com.au](http://www.aapt.com.au).
- 10.3** Despite any other provision in this agreement, if you breach the Fair Use Policy, We may, at Our sole discretion, without telling You before We do so:
- (a) suspend or limit the Fair Use Service (or any feature of it); and/or
  - (b) terminate the Fair Use Service.

## 11. Deactivation

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- 11.1** AAPT will arrange for the suspension or de-activation of Your Service in the following circumstances:
- (a) where AAPT reasonably suspects that there has been fraud or illegal use You;
  - (b) where Your equipment is causing interference with a Supplier's Mobile Digital Network;
  - (c) where AAPT reasonably believes You are jeopardising the operation or quality of a Supplier's Mobile Digital Network or the services AAPT or any Related Body Corporate of AAPT offers to its own end-users;
  - (d) in an emergency;

- (e) if AAPT is required or instructed to do so by a governmental agency or governmental authority;
- (f) where AAPT reasonably believes Your equipment infringes the Intellectual Property Rights or any other rights of any person; or
- (g) where AAPT is requested to do so by a Supplier.

**11.2** You acknowledge that a Supplier may de-activate, or be required to de-activate, Your Service in accordance with arrangements between AAPT or its Related Bodies Corporate and a Supplier.