

Important Customer Information – Your Rights and Obligations

This is a summary of the Standard Form of Agreement (Agreement) for the provision of mobile services by GreenMobiles (a trademark of M2 Telecommunications Pty Ltd ABN 65 090 251 424, hereafter referred to as 'GreenMobiles'). This sets out the key terms and conditions on which we will provide you with our services. This summary does not override or change the Agreement. A copy of the Agreement and terms and conditions specific to products offered by GreenMobiles can be obtained by contacting Customer Service on 1300 656 121, or our website www.greenmobiles.com.au.

PROVISION OF SERVICES

Your mobile telecommunications service (Service) will be provided by GreenMobiles. Your Agreement comes into effect from the date you sign the Application or execute a Voice Recording Agreement (Customer Authorisation).

You acknowledge that, although GreenMobiles will take all reasonable steps to make sure you receive the highest quality Service within our coverage areas, the Service is not totally free from faults or interruptions. Certain factors, such as network congestion, maintenance, geographic factors, obstructions or interference may mean you will not receive the normal quality of Service in certain areas at certain times. Where you send or receive information services as part of the Service, we do not warrant the accuracy of the information in, or the security of, those services. Provision of the Service is subject to our Acceptable Usage Policy, available at www.greenmobiles.com.au or by contacting our Customer Service team.

GreenMobiles retains ownership of the SIM card issued to you. Please inform us immediately if you lose or damage your SIM card. We will then disconnect or bar your connection. We may charge you a SIM replacement fee unless it is deemed we were at fault.

CHARGES AND PAYMENT FOR SERVICES

You will be billed monthly in advance for your Plan Fee and in arrears for usage charges. From the date of acceptance of your application, your nominated account will be debited for your first month plan fee. You will be subsequently invoiced your mobile Plan Fee and included call credits which will be applied pro rata, based on the number of days from the date of connection to the end of the monthly billing cycle. GreenMobiles will invoice you monthly for the Services in accordance with our current charges. Unless specifically stated, all charges are net of all discounts.

GreenMobiles may offer rebates or call credits in conjunction with specific programmes or promotions offered to certain customers. The value of the rebate or call credits will be determined in accordance with your selected Cap Plan and provided as part of the Agreement. If any discounts are offered in conjunction with a specific product offered by GreenMobiles, the discounts may be adjusted on a pro-rata basis if your monthly spend falls below the amount agreed on your Application (if applicable).

Invoices will be issued via email to your nominated email address and are due within 14 days of issue (Due Date). Methods of payment include Direct Debit from your nominated bank account or automatic debit of your nominated credit card (a fee applies for credit card payments).

All charges must be paid on or before the Due Date. In situations where payments are received later than the Due Date, you will be charged late payment fees of \$6.60 or 5% of the outstanding balance, whichever is the greater amount.

Charges arising from transactions that have occurred prior to the period covered in any specific billing period will be due and payable upon presentation of invoice.

If in any product a standard rebate or credit is given and payment is made after the Due Date, the rebate or credit will be forfeited. GreenMobiles' records are sufficient evidence of the amount payable unless shown to be incorrect.

Current charges for Services are available from Customer Service.

A Service Fee of \$2.20 inc GST is charged to your account when you contact Customer Service on 1300 796 847. Certain types of support enquiries are exempt from this fee. Please refer to our website or listen to the instructions on our Customer Service number for details.

PRIVACY ACT AND CREDIT REPORTING

By submitting your Application, you agree that GreenMobiles may:

- collect, use and disclose Personal Information about you, in accordance with the Privacy Act 1988 and GreenMobiles' Privacy Policy
- obtain a credit report, which may contain personal information concerning you from any credit reporting agency in order to process your account application, or at certain spending benchmarks, during the period of your service usage
- provide credit information to any credit provider or credit reporting agency or each other
- disclose to a credit reporting agency outstanding amounts which are overdue by more than 60 days, and for which debt collection action has started and further agree that the information exchanged can include any information about your Business, personal and/or commercial credit worthiness, credit standing, credit history or credit capacity which the Privacy Act allows credit providers to give to or receive from each other.

Further information can be obtained by viewing GreenMobiles' Privacy Policy, which is available at www.greenmobiles.com.au.

PERIOD OF AGREEMENT

This Agreement starts from the date of your Customer Authorisation and remains in force for the term specified in your Customer Authorisation (Agreement Term) – or earlier if terminated in accordance with the paragraph below.

SUSPENSION AND TERMINATION

GreenMobiles reserves the right to suspend or terminate the provision of Services to you, where charges owing to us or any amount owing remain outstanding after 30 days, unless GreenMobiles has received written notice from you of a bona fide dispute of those charges.

GreenMobiles may terminate this Agreement immediately by notice if:

- you have breached this Agreement, or
- a liquidator or receiver, or receiver and manager, or any other administrator of your business or assets is appointed.

In the event that this Agreement is terminated, you remain liable for all charges payable under the Agreement in respect of Services provided up to the time of transfer of all services to your newly appointed carrier or service provider.

Either party to this Agreement may terminate the Agreement by providing not less than 30 days' written notice to the other, unless a specific term of Agreement is stated in your Customer Authorisation. In such cases, early termination penalties will apply in accordance with the formula described in this Summary.

If your Agreement is terminated earlier than the expiry of the 24 month term you will be required to pay an Early Termination Fee (ETF), calculated as the monthly Access Fee x 50% x No. of months remaining. E.g. if you are on a \$79 Cap and terminate your Agreement 3 months prior to the expiry of the 24 month Agreement, the ETF will be \$79 x 50% x 3 = \$118.50.

FAULTS AND COMPLAINTS

GreenMobiles will attend to faults and complaints with your Service during Australian Business Hours (EST). Customer Service contact numbers can be found on your bill. GreenMobiles will handle all complaints in accordance with its Complaints Handling Procedure, a copy of which will be supplied upon request. If we are unable to resolve your matter, you may contact the Telecommunications Industry Ombudsman (TIO) or the Office of Fair Trading in your State or Territory.

LIMITATION OF LIABILITY

GreenMobiles:

- Is not responsible for any fault which is within the network of a Supplier (Carrier)
- Will notify those responsible for the fault and request that the fault be corrected promptly
- Will report back to you as to the status of the fault
- Is not responsible for delays in the installation or repair of any Service or the incorrect operation of any Service provided by another Supplier
- GreenMobiles will bear no further liability or responsibility for consequential loss or damages

VARIATION OF AGREEMENT

GreenMobiles may vary this Agreement, including charges and rates, with 30 days' written notice. You will be notified of any detrimental variations by way of an advertisement in a National newspaper circulating in the capital city of your resident state; a statement in your monthly invoice, and/or revised terms will be posted on our website, www.greenmobiles.com.au. If we alter this Agreement but do not cause any detrimental affect to your Service, we reserve the right to make these changes without notifying you through advertising or direct contact.

CAP PLANS

Included Usage for your Cap includes standard SMS, standard National landline and calls to mobiles within Australia, Voicemail retrieval and deposit, GPRS, WAP, 124YES and MMS. Usage such as International roaming, Premium content from third party suppliers, calls to Special numbers, is excluded from the Cap. Please contact Customer Service for applicable charges.

Customers who complete a Customer Authorisation are provided with the opportunity to move between the \$49 \$69, \$79, \$99, \$149 and \$179 Cap Plans on the basis of providing not less than 30 days' notice. A handset cost recovery fee may apply for each move to a lower plan. A customer may change their cap once every billing cycle. Plan changes will occur at the commencement of the next billing cycle. Customers on the \$29 Cap Plan are permitted to move up to a higher Cap Plan. Customers are not permitted to move from a higher plan to the \$29 plan. Plan changes can only be made to another Plan which is currently available.

The minimum total charge for your Service is calculated as your selected Plan Fee x the Agreement Term, e.g. If you are on the \$49 Plan for the entire 24 month Agreement Term, your minimum total charge for the Agreement Term is \$49 (Plan Fee) x 24 (months) = \$1,176.00.

A Blackberry Internet Service may be added on to your Cap Plan. Contact Customer Service for further information.