



SUMMARY OF THE STANDARD FORM OF AGREEMENT (SFOA)

This is a summary of the standard form of agreement for the provision of mobile services by M2 Telecommunications Pty Ltd T/A GreenMobiles™, (hereafter referred to as GreenMobiles™) ABN 65 090 251 424.

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 standard form of agreement.

A copy of the standard form of agreement and terms and conditions specific to products offered by GreenMobiles™ can be obtained by contacting us on 1300 796 847.

PROVISION OF SERVICES

Your mobile telecommunications service will be provided by GreenMobiles™. Your standard agreement comes into effect the day your application is approved.

You acknowledge that, although GreenMobiles™ will take all reasonable steps to make sure you receive the highest quality mobile service within our coverage areas, the mobile 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 high quality mobile service in certain areas at certain times.

Where you send or receive information services as part of the mobile service, we do not warrant the accuracy of the information in, or the security of, those services.

Provision of services is subject to our fair use policy, available from the website. GreenMobiles™ retains ownership of the SIM card issued to you. You must return this to GreenMobiles™ upon disconnection of the mobile service.

GreenMobiles™ may charge you a SIM card replacement fee if you fail to return the SIM card within 30 days from disconnection. Please inform us immediately if you lose, or damage is caused to your SIM card.

We will then disconnect or bar your connection (you will be responsible for all usage charges up to this time) until the SIM card is replaced or repaired. We may charge you a SIM replacement fee unless we were at fault.

CHARGES AND PAYMENT FOR SERVICES

Your mobile plan fee and included call credits will be applied pro rata for the first month of connection, based on the number of days from the date of connection to the end of the monthly billing cycle.

GreenMobiles™ will usually invoice you monthly for the Services in accordance with our current charges. You will be notified by email that your invoice is available for viewing at the GreenMobiles™ website. Unless specifically stated, all charges are net of all discounts.



GreenMobiles™ may offer rebates or call credits in conjunction with specific products or promotions offered to certain customers. The value of the rebate or call credits will be determined in accordance with standard criteria and provided as part of the agreement of sale for the program plan.

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 form (if applicable).

GreenMobiles™ will bill you in advance for connection, service fees (where applicable), periodic charges and in arrears for usage charges. Methods of payment include direct debit from your nominated bank account or automatic debit of your nominated credit card. A surcharge of 1.9% for Visa and Mastercard, and 3.75% for AMEX and Diners Club, applies to all payments made using a credit card.

All charges must be paid on or before the due date. In situations where payments are received later than the due date, you may be charged a 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™'s records are sufficient evidence of the amount payable unless shown to be incorrect.

Current charges for services are available on request by contacting us from the website at www.greenmobiles.com.au.

CUSTOMER SUPPORT

Please refer to the FAQ section on our website, at www.greenmobiles.com.au for any queries regarding your service. Phone support is available for a fee of \$2.20. Queries can also be lodged by email by going to the Contact Us page on the website. Email support is provided at no charge.

CREDIT REPORTING / PERSONAL INFORMATION

You agree that a credit report which may contain personal information concerning you may be given to us by any credit reporting agency in order to process your account application. You also authorise GreenMobiles™ to provide credit information to any credit provider or credit reporting agency. By signing the customer application form you also agree that GreenMobiles™ may collect, use and disclose personal information about you, in accordance with the Privacy Act 1988. You can obtain a copy of GreenMobiles™'s privacy policy from our website www.GreenMobiles.com.au, or by contacting our customer service team on 1300 656 121.

PERIOD OF AGREEMENT

Commencement of agreement: This agreement starts on the date the day your application is approved and continues until terminated.



This agreement will be in force for that term specified on your GreenMobiles™ customer agreement (if applicable).

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 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.

On the termination of this Agreement you will return all our equipment, or make it available for collection at your cost.

If GreenMobiles™ provides a Service for a specified term and GreenMobiles™ allow you a discount on payment over that term and you terminate this agreement before that term ends, GreenMobiles™ reserves the right to bill you for the amount of the discount allowed to you during the elapsed period on your final bill together with any early termination charges applicable.

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 agreement. In such cases, early termination penalties will apply in accordance with the formula described in these terms and conditions.

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) for the \$29, \$49, \$79, and \$149 Cap Plans, to a maximum of \$290, \$390, \$440 and \$490 respectively, based on the cap plan specified in your original application.

The actual ETF applicable will be calculated as follows:

Cap plan maximum ETF ÷ 24 x no. of months remaining. E.g. if a customer on a \$29 cap plan ports their service away 3 months prior to the conclusion of the 24 month term, the customer's final GreenMobiles™ mobile account will include usage charges up to the date of the MSN port out plus an ETF of $\$290 \div 24 \times 3 = \36.25 .

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.



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

GreenMobiles™ may vary the terms of this agreement from time to time, but may not vary the price and inclusions of the cap. Further information and an up to date version of these terms and conditions may be obtained from GreenMobiles™'s website, www.greenmobiles.com.au or by calling 1300 796 847.

Cap guarantee and cap changes

GreenMobiles™ guarantees that the price and inclusions of the Cap Plan that you sign up for will remain unchanged for the duration of the 24 month term agreement. If you wish to change your plan then the rates and inclusions of the selected plan apply.

Customers who join GreenMobiles™ are provided with the opportunity to move between the \$49, \$79, \$99 and \$129 cap plans on the basis of providing not less than 30 days' written notice through the website. A customer can change their cap once every billing cycle. Customers on a \$29 cap plan are permitted to move up to a higher cap plan. Customers are not permitted to move from a higher plan to a \$29 plan. A charge of \$55 applies for each move to a lower plan.