

# gotalk Standard Form of Agreement for Pre-paid Mobile Services (Customer Terms)

gotalk Limited (ACN 091 707 970) and gotalk communications Pty Limited (ACN 091 320 348) (“gotalk”) will provide you with such telecommunication services as we may agree to provide you from time to time using our facilities and services, those of our subsidiaries and those of other Suppliers.

To understand your rights and obligations under our Customer Terms You can obtain a copy of these terms by visiting [www.gotalk.com.au](http://www.gotalk.com.au) or by calling 1800 468 255.

## 1. Definitions

1.1 In these General Terms, the following words and abbreviations have the following meanings:

**ACMA** means the Australian Communications and Media Authority.

**Application** means a gotalk application for Services whereby you have either: signed a form; given a verbal voice recording; registered online; or subscribed to our Services by any other means that we may provide to you for that purpose, from time to time.

**Charge** means amounts payable to us for the Services.

**Credit Reporting Agency** has the meaning given to it in the Privacy Act 1988.

**Customer** means a Person who enters into our Customer Terms for a Service (including for supply of that service to another Person) or who otherwise acquires a Service from us.

**Customer Terms** has the meaning given to term in clause 2.1.

**Equipment** means any hardware, software or other infrastructure used that is necessary for the use of a Service.

**Facility** has the same meaning as under the Telecommunications Act 1997 and includes any line, tower, mast, antenna, tunnel, hole, pit or pole used in connection with a Service.

**General Terms** means this standard form of agreement.

**GST** means the tax introduced by the A New Tax System (Goods and Services Tax) Act 1999.

**Intellectual Property** means all rights conferred under statute, common law and equity in and in relation to trade marks, trade names, logos and get up, 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 and includes Moral Rights (as moral rights are described in the Copyright Act, 1968 (Cth.) (as amended)).

**MNP Code** has the meaning given to that term in clause 7.1.

**MSN** means a Mobile Service Number allocated under the Telecommunications Numbering Plan.

**Network** means our “telecommunications network” as defined under the Telecommunications Act 1997.

**Notice** in relation to us providing you with the relevant information means:

- a. by making the information available to you by means such as through our website and/or at a retail outlet; and
- b. by informing you how you can obtain the information by means of a recorded message, an e-mail, a text message and/or otherwise in writing.

**Notice** in relation to you providing us with notice means:

- a. delivering the information to us in person; or
- b. sending the information by post to an address stated by us; or

c. telephoning us with the information.

**Offer** means a special offering that we may make available from time to time to eligible Customers.

**Person** means, as the context requires a natural person, body corporate, unincorporated body or other legal entity and includes a reference to that person's executors, successors, attorneys and assignees.

**Plan** means the specific plan that you subscribe to for the use of a Service.

**Port** means the transfer of a MSN between Suppliers of telecommunications services.

**Privacy Policy** means our privacy policy, which sets out how we collect and use your personal information. You can access our privacy policy by visiting our website [www.gotalkmobile.com.au](http://www.gotalkmobile.com.au) or you can receive a hard copy by calling us on 1800 468 255.

**Related Body Corporate** has the meaning given by section 50 of the Corporations Act 2001(Cth).

**Schedule of Charges** as per the schedule that can be found at the end of this document (or such varied schedule of charges as may be displayed on our website [www.gotalkmobile.com.au](http://www.gotalkmobile.com.au) from time to time).

**Service or Services** means any telecommunication service (including the offered prepaid mobile service) subscribed for by a Customer and includes any goods or Equipment provided in connection with a Service.

**Service Entitlements** means those features which make up your Service (including but not limited to, the included value or the download entitlement included with your Plan or any other service credits included as part of your Service from time to time).

**SIM card** means the subscriber identity module card to be used with a mobile handset to enable use of the Services.

**SIM pack** means the SIM card and other material provided by us to enable you to begin using the Services.

**Supplier** means other carriers; telecommunications service providers, software or Equipment suppliers.

**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 established a framework for the numbering of carriage services in Australia, for further information please visit the Australian Communications and Media Authority's website at [www.acma.gov.au](http://www.acma.gov.au).

**We, we, Us, us, Our, our** means **gotalk**.

**You, you, Your, your** means our Customer.

## 2. Our Customer Terms

2.1 Our Customer Terms are made up of:

- a. these General Terms;
- b. terms of Your Plan;
- c. terms of any applicable Offer;
- d. Fair Go Policy; and
- e. our Schedule of Charges.

2.2 If a term in our Customer Terms is uncertain, then if it is reasonable in all the circumstances to do so, the interpretation that is most favourable to you, will apply.

2.3 You enter into these Customer Terms when you:

- a. apply for a Service;
- b. satisfy any requirements for the supply of that Service; and
- c. we accept your Application and accept you as a Customer of **gotalk**.

2.4 The Service will be supplied under our Customer Terms. In the event inconsistencies within our Customer Terms then they are to be given the following order of importance:

- a. the Fair Go Policy (which in the case of inconsistency ranks highest);
- b. the applicable Offer (which is next in the case of inconsistency);
- c. Your Plan (which is next in the case of inconsistency);
- d. these General Terms (which rank next in the event of inconsistency); and
- e. the Schedule of Charges.

2.5 The agreement between you and us will be governed by the laws of New South Wales.

### **3. How can we change anything in our Customer Terms**

3.1 From time to time, we may need to change our Customer Terms. For example, if one of our Suppliers changes the terms on which they supply services to us, or changes the functionality or nature of a Service, or its underlying technology, we may need to change the terms on which we supply the Services to you. Consequently we do not offer to provide you with ongoing supply of a Service on the same terms and conditions as exist when we first commenced providing that Service to you. You acknowledge and agree that from time to time the nature of your Services and the terms on which we supply those Services may change. If we need to change our Customer Terms then we will give you Notice as set out below.

3.2 We will give you reasonable Notice of any changes to our Customer Terms. Where that change relates to any change to, introduction or withdrawal of all or any offers and/or pricing we will give you 7 days notice by putting that notice on the gotalk website ([www.gotalkmobile.com.au](http://www.gotalkmobile.com.au)). If you are unhappy with any change to our Customer Terms, please let us know by sending us a Notice or by lodging a complaint in accordance with clause 25 of these Customer Terms. If you recharge or otherwise use your prepaid mobile account after Notice has been given to you, you are deemed to have accepted the changes to our Customer Terms from their date of effect and the amended Customer Terms will then govern the relationship between you and us from that date.

### **4. Applying to be a gotalk Customer and Service Features**

4.1 When you apply for a Service with us, we are not obliged to accept your Application. We may decide whether to supply our Services to you based on the following:

- a. our Customer Terms; and
- b. whether (in our reasonable opinion) you are eligible for the Service.

4.2 This Service allows you to:

- a. make calls from and receive calls to your mobile phone; and
- b. send content from and receive content to your mobile phone, for your own personal use only.

4.3 The Service is not available in all areas of Australia. It is your responsibility to check that mobile coverage exists at the location(s) at which the Service is to be used. You may obtain coverage maps showing where the Service is available from [www.gotalkmobile.com.au](http://www.gotalkmobile.com.au) or by calling 1800 468 255. Even if the Service is available in your area, we cannot guarantee that:

- a. the Service is available in each place within an area where there is coverage;
- b. drop outs will not occur during a call; and
- c. there will be no congestion on our network.

4.4 To be able to connect to the Service, you will need:

- a. to insert your SIM card into your phone; and
- b. to activate your SIM card in accordance with the instructions set out in your Starter Pack or at [www.gotalkmobile.com.au](http://www.gotalkmobile.com.au).

4.5 When activating the SIM card, the correct details for the person who will be using the Service must be provided. By activating the SIM card, you warrant that the correct details have been provided to gotalk.

### **5. Telephone Numbers**

5.1 The Telecommunications Numbering Plan 1997 (as amended from time to time) sets out rules for issuing, transferring and changing telephone numbers. If you do not already have a phone number for use with the Service, we will issue you with a phone number. We do not confer any ownership or legal interest or goodwill in any telephone number issued to you. You are entitled to continue to use any telephone number we issue to you, except in circumstances where the Telecommunications Numbering Plan 1997 allows us to recover the number from you.

## 6. Credits

6.1 For details on how to recharge your credit, see [www.gotalkmobile.com.au](http://www.gotalkmobile.com.au).

6.2 You cannot make a call for which the credit on your prepaid account is insufficient to meet the minimum call credit required for that call (unless you are making a call to emergency services or to credit card recharging).

6.3 We may terminate a call without notice if the credit on your prepaid account runs out during that call.

6.4 The credit on your prepaid account will expire in accordance with the timeframes specified in your Plan. At the time of expiry, any unused credits will be forfeit. You cannot claim a credit or a refund for any such forfeited credits.

6.5 Each time credits are added, a fresh credit validity period begins for those additional credits. For all plans except Big Talk the previous balance rolls over when you recharge. Please note that our Big Talk plan for users with a high call volume but who do not need a lengthy credit period. Accordingly, when you recharge your Big Talk account, all then current credit on your Big Talk plan automatically expires and is replaced by the new credit amount by which you have recharged.

6.6 If the credit on your prepaid account has expired and/or is zero, you must add fresh credit within 6 months. If you do not do so, we may cancel the Service without notice and reallocate your number to another customer. If you add even the minimum credit denomination during that 6 month period, the Service will be fully restored.

6.7 You may be able to continue to receive calls and SMS within 3 months of the date the credit on your prepaid account has expired and/or is zero. However, after the expiry of that 3 month period, we may cancel this facility without notice to you (unless you have recharged your credit in the interim).

## 7. Mobile Number Portability

7.1 You may be able to Port a MSN you have obtained from another Supplier to us. Should you wish to do so, please contact us to initiate the Port. 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 clause. If you wish to transfer your existing MSN to us, you must notify us of your wish to Port when ordering the Starter Pack or SIM Pack or when you activate the SIM card. You must not cancel the service you have with the other Supplier before you request the port of the phone number to us. We will inform the Supplier from whom you wish to port the phone number that you have ported the phone number and they will cancel your service with them. Porting will take place in accordance with the Australian Communications Industry Forum industry code Mobile Number Portability ACIF C570:2005 ("**MNP Code**"). You agree that:

- a. If your MSN is Ported, only Your MSN is transferred to us. No additional services with your current Supplier will be transferred, which may result in the loss of (or the loss of access to) these services including SMS, paging or facsimile services.
- b. You may have an ongoing contract with your current Supplier, which requires the payment of cancellation and/or termination fees (including any early termination fees) to that Supplier if you port to us. We are unable to provide credits for MSNs Ported to us where outstanding contracts exist with prior Suppliers.
- c. There may be outstanding contractual obligations and costs you owe to your current Supplier. You will remain responsible for all amounts owing to your current Supplier.
- d. 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 provided to us; concurrent competing Porting requests in relation to your MSN; or your termination of the services with your current Supplier before we transfer your MSN on your nominated Port cut over date.
- e. Your current Supplier may or may not disconnect your existing mobile service and additional services. Porting Your MSN may result in finalisation of your account for those services by your current supplier.
- f. We will use all reasonable efforts to process your Port requests at the time requested by you. However, we do not guarantee Porting will take place on or before the requested cut over date. You may not request a cut over date which is more than 30 days from the date of making the request to Port your MSN.
- g. You are responsible for ensuring that your current handset is GSM compatible. If you are porting from any other mobile platform, You may need a new mobile phone.
- h. You are responsible for ensuring that your mobile phone does not have network locking applied by your existing Supplier. If you currently have a mobile phone, you may need to get any SIM security or Network Locking removed by your current Supplier, have Your mobile phone re-programmed prior to Porting or purchase a new mobile phone. This may require you to pay additional fees as set out in the Schedule of Charges and/or cause you to incur additional fees to your current Supplier (e.g. unlocking fees).

i. 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 the Services from another Supplier to us.

7.2 You can Port a MSN you have obtained from us for use with the Service to another Supplier. We may charge you an administration fee of \$35 to Port your MSN to another Supplier where the initial request to Port your MSN to that other Supplier is unsuccessful due to your actions or due the actions of that other Supplier and additional administration work is required on the part of gotalk in order to finalise the Port. Please note that if you Port Your MSN to another Supplier:

- a. You must not cancel the service before you request the port of the phone number from us. The Supplier to whom you wish to port the phone number will notify us that you have ported the phone number and we will cancel your service with us;
- b. the provision of This Service ceases and this Agreement terminates;
- c. You remain responsible to us for amounts payable to us prior to the Port-out;
- d. You forfeit any remaining call credits attaching to the Service; and
- e. You may become ineligible for special offers or bundled services which you receive from us.
- f. You may only Port an MSN and you may only do so where you are the authorized customer.

## **8. Premium Services (Including 190 and 1900 Adult Services)**

8.1 Currently **gotalk** does not offer access to any premium services as part of your Service.

## **9. Faults & Service Issues**

9.1 As soon as you become aware of any fault in the services, you must report that fault by calling our Customer service centre on 1800 468 255. We aim, but do not promise, to provide you with continuous, interruption-free or fault-free Services. Our Customer service centre operates from 8am till 8pm Monday to Friday for general enquiries, and 10am till 6pm Saturday and Sunday for faults. We will take reasonable steps to ensure that the fault is attended to expeditiously. However, please note that we do rely on the services of our Network provider to deliver these services on our behalf.

9.2 To obtain the Service, You will need to apply for a Starter Pack or SIM Pack. You agree that we will subject the information that you submit to a verification check. If purchasing via our website and your order is accepted, the SIM Pack or Starter Pack will be dispatched to you. The order will be delivered to the delivery address you specify in the order. Upon receipt of your SIM Pack or Starter Pack, you will need to register (or activate) the Service and select any optional Service features, if applicable. You may only Port your existing MSN when you first activate your SIM card either via the Website or by calling us on 1800 468 255 during our standard hours of operation. The SIM card is ready to use once you have successfully activated the Service by calling Our Customer Service or via our website.

9.3 The SIM card remains our property at all times. You must take reasonable care to keep the SIM card safe and in good condition and must notify us as soon as possible if it is lost, damaged or stolen. You will be liable for the charges incurred through the use of the Service supplied in relation to your SIM card (including the charges incurred through the use of the Services where Your SIM card has been lost, stolen or damaged (whether activated or not) prior to us being notified of the loss or theft).

9.4 We will be under no obligation to replace any SIM card or recharge voucher which has been lost or stolen. We may charge you a replacement fee (at the rate shown in our Schedule of Charges) if you have lost or damaged your SIM card or recharge voucher.

9.5 We will replace a faulty SIM card free of charge provided that it is returned to us. Please return the faulty SIM card to: 183 Varsity Parade, Varsity Lakes QLD 4227.

9.6 SIM Cards may be available for purchase from time to time on our Website. If the SIM Card is available for purchase online, and you decide you do not want your SIM card after you have bought it online you must return it to us within 10 working days at your own cost. Refunds (where applicable) will be credited to the card used for the original purchase after receipt of the returned SIM card and inspection by Us where we agree to provide you with a refund, please allow 30 days for the refund to be processed.

9.7 We may refuse the provision of subsequent SIM cards to you, once you apply to receive, or currently have registered in your name or an associate's name, two (2) or more of our SIM cards.

9.8 We are not liable for any SIM card or any other goods which are lost in the post.

9.9 If your mobile phone appears to be faulty or interferes with the Service, we are entitled to require you to:

- a. provide your mobile phone to us to inspect; and/or
- b. cease using that mobile phone until the problem is corrected.

## 10. Charges

10.1 Our Charges are set out in our Schedule of Charges. The Charges you must pay us for the Services will depend on the options and features of the Plan that has been selected. Charges may vary according to the Plan that you choose and may vary depending on any special conditions that apply to each Plan; your use of the Service (and any value added features of the Service); the time of the day (including peak and off-peak); the type of Customers; the origin and destination of the call; volume of the calls made during the period; and any applicable rebates or discounts that might apply to that particular call or particular Customer. All Charges are inclusive of GST unless otherwise stated.

10.2 Before you are able to use the Service, you must have a sufficient credit balance on your prepaid account and you must recharge that account as your credit is used up. The cost of each call will be deducted from the then current credits on your prepaid account. You will not be sent any bills, invoices or statements.

10.3 Where a Plan change or Service change is initiated by You, this may result in the following:

- a. You forfeit any remaining call credits; and
- b. You may become ineligible for special offers associated with your previous Plan or other bundled services offers which you receive from us.

10.4 You will not be charged for:

- a. unsuccessful calls;
- b. calls to:
  1. fault reporting;
  2. credit recharging; and
  3. emergency service number.

10.5 Subject to clause 10.6, credits cannot be converted into or redeemed as cash and cannot be applied against any other services that you may have with us.

10.6 If we cancel the Service for our convenience or our breach, we will:

- a. refund any unexpired pre-paid credits; or
- b. with your consent, apply those credits for use on another service you have with us.

10.7 Where the Service is cancelled for any reason other than our convenience or our breach, any credits remaining on cancellation of the Service will be forfeit.

## 11. Your responsibilities

11.1 You must co-operate with **gotalk**'s reasonable requests in connection with the Services.

11.2 You are responsible for all Equipment supplied by you for use in relation to the Services. In particular, you are responsible for any issues arising in relation to any handset provided by you. You must only connect Equipment in connection with our Services that complies with the relevant technical and interconnection standards and other relevant requirements of the Australian Communications and Media Authority (ACMA). For example, for our Mobile Services, you must use our Network approved handsets, a list of which can be obtained by calling us on 1800 468 255. To find out about the Australian Communications and Media Authority's standards, visit its website located at: [www.acma.gov.au](http://www.acma.gov.au). In addition, you must make any changes to your Equipment in connection with our Services that we reasonably ask, in order to avoid danger or interference that your Equipment may cause.

11.3 You are responsible for all use of your phone until you notify us that your phone has been lost or stolen (and for all credits deducted as a result), even if someone uses your phone without your permission.

## 12. Use for intended purpose

12.1 Our Customer Terms and/or the terms and conditions attached to a particular Service, Plan or Offer may state that a Service, Plan or Offer is provided to you for an intended purpose and is subject to certain restrictions and conditions. For example, from time to time, to ensure that certain Offers relating to our Services are sustainable, those Offers may be subject to conditions which aim to ensure reasonable usage of the Services. You must only use the Service, Plan or Offer for purpose for which, and subject to the restrictions and conditions on which, it is supplied to you by **gotalk**. You can obtain a copy of the terms and conditions of any of our Offers by visiting [www.gotalkmobile.com.au](http://www.gotalkmobile.com.au) or by calling 1800 468 255.

### **13. Excessive and unusual use**

13.1 **gotalk** is committed to supplying superior service to its Customers. For **gotalk** to meet this commitment, its Customers must use the service fairly and must comply with our Fair Go Policy. Our Fair Go Policy can be found at [www.gotalkmobile.com.au](http://www.gotalkmobile.com.au).

13.2 We do not promise to monitor your Service for excessive and unusual usage. However, if you are identified to be making excessive use of our service, **gotalk** reserves the right to suspend or terminate your Service in accordance with the terms of our Fair Go Policy.

### **14. Breaching laws or regulations**

14.1 You must not use any of our Services to breach any laws or regulations or allow anybody else to do the same.

14.2 In particular, you must not use the Services or permit any other Person to use the Services to:

- a. menace or harass or incite hatred against any Person; or
- b. intentionally cause damage or injury to any Person or property; or
- c. expose us or any of our Suppliers to the risk of any legal or administrative action including prosecution under any law, or do anything which could bring us or any of our Suppliers into disrepute; or
- d. publish any material that is illegal or defamatory, a breach of copyright or confidentiality, or which may promote others to engage in illegal or defamatory activities; or
- e. infringe any Person's Intellectual Property rights; or
- f. circulate spam or any virus; or
- g. engage in any illegal activity.

### **15. Suspending or terminating your Service**

15.1 **gotalk** may suspend or terminate a Service if:

- a. you materially breach these Customer Terms and/or our Fair Go Policy;
- b. an emergency occurs or we reasonably believe it is necessary to do so, in order to maintain, repair or restore the Service, or any part of our Network, or for other similar operational reasons;
- c. in order to comply with the law or other regulatory authority such as the ACMA or we reasonably believe that providing the Service to you is illegal;
- d. we reasonably suspect fraud, attempted fraud or other illegal conduct by you or any other Person using your Service (including fraudulent recharge behavior);
- e. you fail to add at least the minimum credit denomination within 6 months of the date your credit expires;
- f. we believe or we are informed by law enforcement authorities that they believe, the identification evidence provided by you is false or inadequate; or
- g. you transfer your SIM card to another party without obtaining our consent, or do not provide sufficient details of the identity of that other party.

15.2 We will take all reasonable steps in the circumstances to notify you before we suspend or terminate a Service, and if we are unable to give you reasonable Notice we will attempt to contact you by telephone. If suspension is due to your breach or fault, you will forfeit any then current credit. If you are unhappy with any suspension or termination, please let us know by sending us a Notice or by lodging a complaint in accordance with clause 25 of these Customer Terms.

15.3 If a Service provided under these Customer Terms is terminated for any reason other than our breach or convenience, you will forfeit any then current credit.

### **16. Terms implied by law**

16.1 Consumer legislation may imply terms, conditions or warranties into contracts for the supply of goods or services that cannot be excluded, restricted, modified or limited (for example, that services must be provided with due care and skill and goods must be reasonably fit for their purpose and be of a certain quality). In the event that a term, condition or warranty is implied into our Customer Terms and we breach that implied term, condition or warranty then we accept liability for that breach.

16.2 Where we are permitted to limit our liability, our liability for breach of a term, condition or warranty implied into our Customer Terms by law will be limited (at our option) to:

- a. in the case of goods, repairing the goods, replacing the goods or supplying equivalent goods, or paying you the cost of that repair, replacement or equivalent supply; and

b. in the case of Services, resupplying the Services to you or paying you the cost of having the Services resupplied.

16.3 We exclude all terms, conditions and warranties that, in the absence of this clause, would otherwise be implied into these Customer Terms, except to the extent that such exclusion is prohibited by law.

## **17. When we are not liable or limit our liability**

17.1 We have no liability to you or to any other Person for any faults or defects in Services or software which are caused to any material extent by your own conduct or misuse or for any indirect loss or damage incurred by you (including but not limited to loss of profit, loss of revenue, loss of business, loss of goodwill and loss of contract).

17.2 We will not be liable for any failure or delay in our performance of any obligation under the Customer Terms if an event occurs that is beyond our control, for example an explosion, natural disaster, earthquake, war (declared or undeclared) or act of God.

17.3 Except where clause 16 applies and except in the case of negligence, to the extent permitted by law, we limit our liability in aggregate for any loss or damage suffered by you to the amount paid by You to us in the 12 months immediately preceding the date of that loss or damage.

## **18. Your liability to us**

18.1 As the Customer for a Service, you are liable for all Charges and any other obligations relating to the Service.

18.2 Unless expressly stated elsewhere in these Customer Terms, you are not liable to us in contract, tort (including negligence) or otherwise, for any indirect loss or damage incurred by us (including but not limited to loss of profit, loss of revenue, loss of business, loss of goodwill and loss of contract).

## **19. Personal Information**

19.1 We will collect, use and disclose your personal information for the purposes of providing you with the Services and for the purposes set out in our Privacy Policy. We will comply with the *Privacy Act 1988* when using your personal information and by making an Application for the Service You consent (for the purposes of the *Privacy Act 1988*, the *SPAM Act 2003* and any other applicable legislation) to us collecting, using and disclosing this information in accordance with this clause and our Privacy Policy. Our Privacy Policy can be viewed on our website at [www.gotalkmobile.com.au](http://www.gotalkmobile.com.au) or you may obtain a copy of this policy by calling 1800 468 255.

19.2 From time to time, we may use your information to tell you about other **gotalk** products, Services or bundled offerings. You may stop receiving direct marketing from us by sending us an email at [service@gotalk.com](mailto:service@gotalk.com) or by calling us on 1800 468 255.

## **20. Special Assistance**

20.1 If you have difficulties with the English language, you or a nominated Person can arrange an interpreter by contacting the Translation and Interpreter Service on 131 450.

20.2 If you have a hearing impairment you or a nominated person should contact the National Relay Service by phoning 1800 468 255. The National Relay Service will be able to assist you to call **gotalk**. The National Relay Service has different numbers for different needs and you should consult your directory to obtain the number that best meets your needs.

## **21. Assignment**

21.1 We may assign our rights and obligations under these Customer Terms to:

- a. a Related Body Corporate (being a company within our corporate group);
- b. one of our service providers for the purposes of outsourcing and resupplying our Services to you; and
- c. a purchaser of the applicable part of our business, on the condition that the assignee provides the Services to you on the same terms and conditions as we provide them to you. We will give you 7 days prior Notice of any assignment.

## **22. Severance**

22.1 If any term (or part of a term) in our Customer Terms is void or unenforceable, that term (or part) will be severed and the remaining terms will not be affected.

### **23. Entire Agreement**

23.1 Our Customer Terms govern our agreement and contain the entire understanding between you and **gotalk** to the exclusion of any prior or collateral agreement or understanding of any kind relating to a Service.

### **24. Waiver**

24.1 The failure by either of us to exercise any right or remedy under these Customer Terms in a timely manner will not constitute acceptance of the matter which gave rise to the right or remedy, nor either or our waiver of such right or remedy.

### **25. Complaints**

25.1 If you have any concerns about the Services we are providing to you, you should contact us immediately. We will endeavour to resolve any problem or complaint you have as quickly and effectively as possible. If you are not satisfied with the initial outcome of your complaint, the matter will be reviewed in accordance with our complaints procedures. Contact Customer service on 1800 468 255, or log a complaint at [www.gotalkmobile.com.au](http://www.gotalkmobile.com.au)

25.2 If we cannot resolve your concerns to your satisfaction, you can refer those concerns on to the Telecommunications Industry Ombudsman or the Australian Communications and Media Authority. The Office of Fair Trading (or equivalent) in your State or Territory may also investigate consumer complaints.

Plan Name	Straight Talk		Big Talk		Night Talk		Straight Talk PLUS		Aussie Extra	
	Tariff (\$ per 60 sec)	Flagfall (\$)	Tariff (\$ per 60 sec)	Flagfall (\$)	Tariff (\$ per 60 sec)	Flagfall (\$)	Tariff (\$ per 60 sec)	Flagfall (\$)	Tariff (\$ per 1 sec)	Flagfall (\$)
PSTN (mobile to fixed)	\$0.20	\$0.30	\$0.89	\$0.39	\$0.20	\$0.30	\$0.20	\$0.30	\$0.005	\$0
Video Call	\$1.00	\$0.30	\$3.00	\$0.39	\$1.00	\$0.30	\$1.00	\$0.30	\$1.00	\$0
All Aus mobiles	\$0.20	\$0.30	\$0.89	\$0.39	\$0.20	\$0.30	\$0.20	\$0.30	\$0.005	\$0
Gotalk to gotalk calls	\$0.00 - 1 <sup>st</sup> 15 mins *	\$0.30	\$0.00 - 1 <sup>st</sup> 15 mins *	\$0.39	\$0.00 - 1 <sup>st</sup> 15 mins *	\$0.30	\$0.00 - 1 <sup>st</sup> 5 mins ^	\$0.30	\$0.00 - 1 <sup>st</sup> 5 mins ^	\$0.30
Vodafone concierge and short codes	\$0.20	\$0.30	\$0.89	\$0.39	\$0.20	\$0.30	\$0.20	\$0.30	\$0.005	\$0
divert to voicemail	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0
divert to PSTN or mobile	\$0.20	\$0.30	\$0.89	\$0.39	\$0.20	\$0.30	\$0.20	\$0.30	\$0.005	\$0
call screen	\$0.20	\$0.30	\$0.89	\$0.39	\$0.20	\$0.30	\$0.20	\$0.30	\$0.005	\$0
Call centre	\$0.20	\$0.30	\$0.89	\$0.39	\$0.20	\$0.30	\$0.20	\$0.30	\$0.005	\$0
voicemail	\$0.20		\$0.20		\$0.20	\$0.00	\$0.20	\$0.00	\$0.005	\$0
free phone	\$0.20	\$0.30	\$0.89	\$0.39	\$0.20	\$0.30	\$0.20	\$0.30	\$0.005	\$0
emergency	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0
ships at sea	\$5.00	\$0.30	\$5.00	\$0.39	\$5.00	\$0.30	\$5.00	\$0.30	\$5.00	\$0
inmarsat	\$15.00	\$0.30	\$15.00	\$0.39	\$15.00	\$0.30	\$15.00	\$0.30	\$15.00	\$0
IDD	refer IDD rates		refer IDD rates		Refer IDD rates		Refer IDD rates		Refer IDD rates	
GPRS domestic	\$0.10 per MB	\$0.00	\$0.10 per MB	\$0.00	\$0.10 per MB	\$0.00	\$0.10 per MB	\$0.00	\$0.10 per MB	\$0.00
SMS	\$0.145	per event	\$0.50	Per event	\$0.145	per event	\$0.145	per event	\$0.145	per event
SMS Delivery Report	\$0.145	per event	\$0.50	Per event	\$0.145	per event	\$0.145	per event	\$0.145	per event
SMS International	\$0.145	per event	\$0.50	Per event	\$0.145	per event	\$0.145	per event	\$0.145	per event
SMS Customer Care	\$0.145	per event	\$0.50	Per event	\$0.145	per event	\$0.145	per event	\$0.145	per event
SMS Premium	Premium SMS prices are dictated by the 3rd party service provider	per event	Premium SMS prices are dictated by the 3rd party service provider	Per event	Premium SMS prices are dictated by the 3rd party service provider	per event	Premium SMS prices are dictated by the 3rd party service provider	per event	Premium SMS prices are dictated by the 3rd party service provider	per event
MMS	\$0.75	per event	\$0.80	Per event	\$0.75	per event	\$0.80	per event	\$0.45	per event
Video MMS	\$0.75	per event	\$0.80	Per event	\$0.75	per event	\$0.80	per event	\$0.45	per event

\* **gotalk to gotalk calls:** For all plans except Straight Talk Plus and Aussie Extra, flagfall applies at the time the call is made and normal call charges apply after the first 15 minutes.

^ **gotalk to gotalk calls:** In the case of Straight Talk Plus and Aussie Extra, normal call charges and 30c flagfall apply after the first 5 minutes.