

CONDITIONS OF SERVICE – ADAMMOBILE SERVICES

1. ABOUT

These terms are product specific terms which apply to the AdamMobile Services.

2. APPLICATION

We will supply the AdamMobile Service to you pursuant to the terms and conditions set out in these Conditions of Service which form part of and must be read subject to our Standard Form of Agreement found at www.adam.com.au/legal. To the extent of any inconsistency between these Conditions of Service and the Standard Form of Agreement, these Conditions of Service will prevail.

3. DEFINITIONS

Capitalised terms have the meaning set out in our Standard Form of Agreement, and in these Conditions of Service, the following definitions apply, unless the context requires otherwise.

3G/HSDPA	Means WCDMA/UMTS (Wideband Code Division Multiple Access/Universal Mobile telecommunications System) which operates to transmit voice and data services at 2100MHz and 900MHz frequency depending on your location within a 3G/HSDPA coverage area, provided you have a 3G/HSDPA compatible device.
AdamMobile Network	means the infrastructure used by us or our Wholesale Providers to provide you with your Service.
AdamMobile Service	means the mobile phone service which is provided to you by us on the terms and conditions set out in our Agreement in relation to such service.
AdamMobile Service Plan	means the AdamMobile Service monthly plan selected by you in your Application.
Agreement or our Agreement	means the agreement between you and us for the AdamMobile Services, comprising the terms stated in your Application Form, the Standard Form of Agreement, these Conditions of Service and Schedule of Fees and Charges.
GSM	means Global System for Mobile.
Included Value	means the monthly call, SMS and data allowance that is included as part of the AdamMobile Service Plan you selected.

Minimum Term	means the minimum term (if any) specified in your AdamMobile Service Plan.
Optus	means the business listed on the Australian Stock Exchange as Singapore Telecommunications Ltd (SGT)
Service Commencement Date	means the date on which your AdamMobile Service is verified and activated.
SIM Card	means a card of the type provided by Adam Internet to you which contains information associated with your AdamMobile Service Plan and which when activated and used with your hardware will enable access to the AdamMobile Network.
we, our or us	means Adam Internet Pty Ltd.
Wholesale Provider	means Optus, our third party provider involved in the provision of your Service.
you or your	means the current account holder for the Services.

4. COMMENCEMENT OF ADAMMOBILE SERVICE

Our Agreement commences when we accept your Application and continues until terminated in accordance with our Agreement ('Term').

5. ADAMMOBILE SERVICE DESCRIPTION

5.1 The AdamMobile Service is a voice service which enables you to select us as your provider for the provision of:

- (a) national (standard) calls, fixed to mobile calls, and international calls; and
- (b) our other products and services from time to time.

5.2 Calls made using the AdamMobile Service can terminate to:

- (a) Australian national geographic numbers (by dialling the national area code relating to the call number and the called number), but excluding calls to numbers in the same local call charging zone or dialling areas;
- (b) mobile numbers (by dialling the mobile number which begins with the prefix (04)); and
- (c) most international long distance numbers (by dialling 0011 + the relevant country access code + the relevant area code (if applicable) + the called number).

5.3 The AdamMobile Service includes the following residential AdamMobile plans each with a monthly cost:

- (a) AdamMobile \$15, AdamMobile \$20, AdamMobile \$35, AdamMobile \$40, AdamMobile \$70 and AdamMobile \$99.

5.4 The AdamMobile Service is:

- (a) acquired from a Wholesale Provider, and we resell that access to you; and
- (b) not available in all areas of Australia and is only available within the Optus coverage area, subject to network availability.

6. ADAMMOBILE SERVICE CONDITIONS

- 6.1 During the Term, and provided that you are not in default of your obligations set out in our Agreement, we will provide to you the AdamMobile Service in accordance with these Conditions of Service and the AdamMobile Service Plan you have selected in your application.
- 6.2 The AdamMobile Service does not include any other equipment other than a SIM Card, you will need to supply your own handset.
- 6.3 Each AdamMobile Service Plan has a specified included value. The included value can only be used for the following:
- (a) Home (Voice) – National;
 - (b) Home (Voice) – Voicemail;
 - (c) Video Call – National;
 - (d) SMS – National and International;
 - (e) MMS – National and International;
 - (f) Data – National roaming; and
 - (g) calls to 1300/13/1800 special numbers.
- 6.4 The following are NOT included as part of the included value for a AdamMobile Service Plan:
- (a) International calls;
 - (b) Premium calls;
 - (c) Premium SMS and MMS;
 - (d) GPRS; and
 - (e) calls from one AdamMobile customer to a second AdamMobile customer on an AdamMobile15 plan, AdamMobile20 plan, AdamMobile35 plan and AdamMobile99 plan.
- 6.5 Once you exceed your included AdamMobile to AdamMobile call value as part of your AdamMobile40 plan or AdamMobile70 plan then standard call charges will apply as set out in the AdamMobile Pricing Table on our website.

International Roaming

- 6.6 When you are roaming all call, messaging, social networking access, GPRS and data charges are excluded from your AdamMobile Service Plan's included value and are charged in addition to your monthly plan cost. Specific information on International Roaming charges can be found at www.adam.com.au/internationalroaming

- 6.7 Roaming rates are subject to change without notice due to fluctuations in international currency exchange rates and changes to charges imposed by overseas networks.
- 6.8 Adam Internet makes no guarantee regarding the quality and availability of coverage or any services (e.g. SMS, GPRS) in any country. A full list of participating Internet/GPRS/Data roaming partner providers is available www.adam.com.au/internationalroaming.
- 6.9 Charges apply for both making and receiving calls when using international roaming.
- 6.10 Roaming charges may be delayed for up to 90 days on your invoice.
- 6.11 You must contact us to enable the International Roaming feature. You will need to have three (3) complete months of billing history with us and you may be required to verbally accept additional International Roaming terms.

Data

- 6.12 Data usage is not split into on/off peak periods and both upload and download traffic is counted towards the AdamMobile Service Plan allowance.
- 6.13 Data usage in excess of the AdamMobile Service Plan allowance is charged at the rate described in the Pricing Table on our website. Any unused included value data does not rollover to the next month for your use.
- 6.14 The AdamMobile Service Plans include "Social Networking". This means that, subject to clause 6.15 below, data will be zero rated when you are within Australian and accessing specific URLs on your mobile phone including Facebook, MySpace, Twitter, eBay, LinkedIn and Foursquare.
- 6.15 Our Wholesale Provider has no control over the social networking sites. Our Wholesale Provider can only zero rate access to URLs that are identified for the sites from time to time as the sites are subject to change by their operators without notice. We cannot guarantee that at any given time a relevant URL has been zero rated and identified.
- 6.16 If a social networking site is accessed indirectly by you (for example by using a proxy service) then charges may apply.

7. BILLING AND CHARGES

Charges

- 7.1 We will charge you for your AdamMobile Service at the rates set out in the AdamMobile Pricing Table on our website.

Charges for part of a month (pro-rata charges)

- 7.2 At the time of signing up to an AdamMobile Service we will charge you the full monthly AdamMobile Service Plan cost selected by you for the month you sign up in.
- 7.3 Your AdamMobile Service Plan will begin on your Service Commencement Date and at that time you will receive a pro-rata amount of your Included Value for the remaining portion of the calendar month in which you sign up.
- 7.4 You will receive your second bill on the one month anniversary of your Service Commencement Date and will be billed for the monthly AdamMobile Service Plan cost for that calendar month

and any excess charges incurred by you (for usage greater than your Included Value) from the previous calendar month.

The table below demonstrates the sign up and billing process for an AdamMobile15 Service where activation of the AdamMobile Service takes two days from date of sign up:

Date	15/10/2012	17/10/2012	1/11/2012	17/11/2012	1/12/2012	17/12/2012
Event	Customer signs up to AdamMobile15 Service	Customer's Service Commencement Date	Calendar month begins	First anniversary of Commencement Date	Calendar Month Begins	Second anniversary of Commencement Date
Customer billed	\$15 monthly cost of AdamMobile15 billed for October. Signup fees for all other services if AdamMobile is not taken as a standalone service			\$15 monthly cost of AdamMobile15 billed for November. Also any excess charges for October billed.		\$15 monthly cost of AdamMobile15 billed for December. Also any excess charges for November billed
Included Value		Pro-rata Included Value of \$38.71 for October applied to account. Pro-rata included data of 48MB applied to account.	New Included Value for AdamMobile15 begins: \$80 calls and 100MB data		New Included Value for AdamMobile15 begins: \$80 calls and 100MB data	

Changing from one plan to another

- 7.5 You cannot downgrade your AdamMobile Service Plan to a lesser monthly spend if you are still within your Minimum Term. If you wish to downgrade to another AdamMobile Service Plan you will be required to pay the Exit Fee for your existing AdamMobile Service and recontract for the Minimum Term to another AdamMobile Service.
- 7.6 When you change from one plan to another, that plan change will not be implemented until the first day of the next calendar month. For example if you change your plan on 14 October the new plan type will not be applied until 1 November. Your billing anniversary date will stay the same and on that anniversary date you will be charged in advance for the new plan's monthly cost.

Variation of charges

- 7.7 We may vary the call charges and any other charges set out in the Pricing Table from time to time. We will give you at least 30 days prior notice of such variations.
- 7.8 If the variation has more than a minor detrimental impact on you, you may cancel the service in accordance with our SFOA.

Bills

- 7.9 We will endeavour to bill you on the same day each month commencing from the Service Commencement Date in accordance with the AdamMobile Service Plan selected by you.
- 7.10 Your bill will be available each month for viewing in the Member's Area. Printed paper invoices requested by you will incur an Invoice Print fee as set out in our Schedule of Fees and Charges. Itemised call and data usage information is available online through the Members' Area.
- 7.11 You agree that your bill will contain only a summary of your total call charges, provided that we will make available itemised call and data usage details in accordance with clause 7.10. If you are an existing Adam Internet customer you will need to use your username and password from your current Internet account to access this information.

Timed call charges

- 7.12 You must pay for all timed calls made using the AdamMobile Service calculated from the time of initiation of the call to successful termination of the call. You are therefore responsible for ensuring that all calls made by you or another person (whether with or without your consent) using the AdamMobile Service are successfully terminated, meaning that the call is completed and successfully disengaged.

8. ADAMMOBILE SERVICE FEATURES

We partner with our Wholesale Provider to provide additional service features to you. The following service features form part of your AdamMobile Service as long as our Wholesale Provider makes them available to us:

BASIC SERVICES
Caller ID
Call Waiting (call hold, call wait)
124 YES
Directory Assistance Calls (1223)
Operator Assistance Calls (1225)
18xx Numbers
13xx Numbers (including 13000x)
19xx Premium Service Numbers
Freecall Numbers
MESSAGING SERVICES
SMS
Premium SMS
International SMS
MMS
Premium MMS
International MMS MO
MMS downloads
Roaming Message Fee

ANSWERING SERVICES
Voicemail (including Group)
Missed Call Service
Surepage
INTERNATIONAL SERVICES
International calls
MobileSat Calls
Call Diversion (MobileSat Calls)
Auto-Roaming Call Charges
International Data Roaming
ZOO SERVICES
3rd Party Premium Services
Zoo 966 Voice Portal
Receive SMS from 966 (e.g. latest ringtone alert)
Send SMS to 966 (e.g. SMS to enter competition)
Zoo 955 Call Casting
My Zoo Now
VIDEO SERVICES
Video Call
International Video Call

9. MOBILE NUMBERS AND MOBILE NUMBER PORTABILITY

- 9.1 All mobile phone numbers are selected, issued and used by us in accordance with the numbering plan and numbering regulations issued pursuant to the Telecommunications Act. To comply with all laws or any regulatory authority we may be required to vary, assign, withdraw or reassign a phone number we have issued to you.

Porting to us

- 9.2 You may be able to port a phone number you obtained from another service provider to us when you connect to an AdamMobile Service. You must make a request for porting when you complete our application form for your AdamMobile Service.
- 9.3 The porting of your mobile phone number will occur in accordance with the relevant Communications Alliance codes. You may port your mobile phone number if it is declared portable in accordance with the porting requirements administered by the relevant regulatory authority and no exemption from such obligations has been granted.
- 9.4 You must not cancel the service you have with another service provider if you wish to port your existing phone number to us.
- 9.5 If you have ported your mobile phone number from another service provider and the service is subsequently terminated under our SFOA or you terminate the service without reconnecting

to another service provider, you will no longer have the right to use that mobile phone number. Similarly, if you port your mobile phone number from us to another service provider and are then disconnected by that other service provider you will no longer have the right to use the mobile phone number.

- 9.6 We will not charge you a fee for porting your mobile phone number to us.
- 9.7 You warrant to us that all information supplied by you in your application is complete and correct. You indemnify us against (and will pay us for) any loss, liability, claim, damage, costs, expenses and charges reasonably incurred by us as a result of, or in connection with, the porting of any number to us which you authorise us to port but which number has not been validly assigned or allocated to you, or otherwise in connection with any incorrect or incomplete information supplied by you.
- 9.8 Your previous service provider may charge you for porting and there may be other costs and obligations such as early termination fees payable to your previous service provider. You are responsible for all of these fees and indemnify us against all such fees and charges.
- 9.9 During the process of porting the phone number from another supplier's network to us there may be a brief period when the service is interrupted.

Porting away from us

- 9.10 You can port a mobile number you have obtained through your AdamMobile Service to another service provider.
- 9.11 We may charge you a fee to port the mobile number to another service provider.

Our liability for mobile numbers

- 9.12 We are not liable to you for any expense or loss incurred by you because of:
- (a) a need to vary, assign, withdraw or reassign a mobile number in accordance with clause 9.1 above; or
 - (b) you ceasing to have the right to use the mobile number.

10. MOBILE PREMIUM SERVICES

What are mobile premium services?

- 10.1 Mobile premium services are services provided by third parties. The service provides content such as news and games delivered to you mobile handset. The service is requested by you by a phone call, an SMS, or a request on the Internet to the mobile premium service provider.
- 10.2 These services are called a 'premium' service because the service is charged at a premium call rate. The third party pass the charge to us and we in turn pass the charge onto you.

Mobile premium service subscriptions

- 10.3 Mobile premium services are often subscription services. This means you will receive the service, and be charged for receiving the service regularly – usually monthly. You should carefully read the terms and conditions of any mobile premium service before you purchase the service to understand whether the service is a once off or subscription service.

Barring Mobile Premium Services

10.4 By default, access to mobile premium services through use of the AdamMobile Service is barred. To change your access to mobile premium services you can do so by setting a limit of up to \$20.00 via the Members' Area or by contacting us. If you want to set a limit that is greater than \$20.00 you will need to phone our customer service centre. This amount will be charged in addition to your monthly AdamMobile Service Plan cost.

Examples of Mobile Premium Services

10.5 Mobile premium services can be in the form of SMS or voice services.

10.6 Premium SMS services include, but are not limited to:

- (a) Ringtones;
- (b) Games;
- (c) Wallpapers;
- (d) Text and win competitions;
- (e) Text and win trivia;
- (f) SMS voting;
- (g) SMS jokes & horoscopes; and
- (h) SMS weather alerts.

10.7 Premium voice services include, but are not limited to:

- (a) Psychic lines;
- (b) Voting lines;
- (c) Dating and chat lines; and
- (d) exam results lines.

More information about mobile premium services

10.8 Communications Alliance produced an industry code for mobile premium services which can be found at:

http://www.commsalliance.com.au/_data/assets/pdf_file/0003/32664/C637_2011.pdf

10.9 Communications Alliance provides more information about mobile premium services at

www.19sms.com.au.

11. LIMITATIONS OF ADAMMOBILE SERVICE

11.1 You acknowledge that:

- (a) the AdamMobile Service availability depends on and is subject to the configuration and limitations (including network capacity and coverage constraints) of the Wholesale Provider's network;

- (b) we do not warrant, and have not represented, that the AdamMobile Service is or will be free of errors, defects or interruptions, nor that it will be available at all times.
- (c) you will direct all services and performance enquiries related to the service to Adam Internet and not our Wholesale Provider.
- (d) no service level agreement is available with the AdamMobile Service. Whilst we will act in your best interest to provide an effective service, no guarantee is offered in respect of the time to detect faults, or to repair or restore the AdamMobile Service; and
- (e) the AdamMobile Service relies upon the operation of a third party network operated by a third party carrier and third party services provided by other carriage service providers. We are unable to guarantee the operation of or the use of the AdamMobile Service through third party supplier networks or other third party carriers and carriage service providers. Any failure or withdrawal of service of the AdamMobile Service caused by a third party network or third party service is beyond our control, and we will not be responsible for such failures or withdrawals of service or be liable to you, for any such failures or withdrawals of service.

12. USE OF ADAMMOBILE SERVICES

12.1 The AdamMobile Service allows you to access voice services, the Internet and related data services from a personal mobile phone via a wireless connection in areas covered by the Wholesale Provider's 3G/HSDPA or GSM/GPRS Networks.

12.2 You expressly acknowledge and agree that:

- (a) your use of the AdamMobile Services is subject to our Acceptable Use Policy;
- (b) any data supplied over and above the monthly call or data allowance in your AdamMobile Service Plan will be charged in accordance with the excess fees set out in the AdamMobile Pricing Table;
- (c) you must use appropriate measures to ensure the security of your account information, password and your data and advise us in a timely manner if you have reason to suspect that the AdamMobile Service is being used contrary to our Agreement;
- (d) you acknowledge that if you default on your scheduled monthly payment, a Late Payment Fee as detailed in our Schedule of Fees and Charges will be charged and if we are unable to secure a suitable payment, your services will be restricted or terminated without further notice;
- (e) if your account remains unpaid after 3 days from the due date of an invoice your service will be suspended;
- (f) we may use default listing services or debt recovery services to recover any outstanding amount from you. If we use such services you will incur a Debt Recovery Fee as detailed in our Schedule of Fees and Charges. You acknowledge that you will be liable for any financial institution charges and collection fees, including but not limited to solicitors costs or fees associated with any collection agent appointed by Adam Internet.
- (g) any SIM Card provided to you by us for use with your AdamMobile Service Plan remains the property of Adam Internet. You must notify us immediately if it is lost or damaged and return it to us if requested to do so; and

- (h) a SIM Replacement Fee as set out in our Schedule of Fees and Charges will be applicable if you lose or damage your SIM Card more than once.

13. NETWORK ACCESS

13.1 Adam Internet may suspend, deactivate or refuse to activate or re-activate any AdamMobile Service:

- (a) for reasons related to credit and debt management from time to time; or
- (b) where you fail to comply with the Acceptable Use Policy.

13.2 If at any time Adam Internet is unable to continue providing your AdamMobile Service, our Agreement may be continued with our Wholesale Provider (at the Wholesale Providers sole discretion) by providing you with 42 days notice. At this time, Adam Internet will provide your information to our Wholesale Provider for the purpose of managing our arrangement and invoicing you directly.

14. TERMINATION OF SERVICE

14.1 In order to terminate your service you must provide notice of this intent 5 business days before the intended termination date. You will be responsible for all charges during this notice period. Any services provided by Adam Internet cannot be pro-rata nor are refundable. If you are in contract, your remaining contract commitment becomes payable at time of termination, as do any termination and/or fees as detailed in our Schedule of Fees and Charges.

14.2 Adam Internet reserves the right to suspend or terminate the AdamMobile Service if:

- (a) you use the AdamMobile Service (including any AdamMobile SIM Card) in connection with a device that switches or reroutes calls to or from the AdamMobile Network or the network of any supplier; or
- (b) there is no activity on your AdamMobile service for 3 or more consecutive months in which case you may lose your mobile number.

14.3 If you need to temporarily suspend your AdamMobile service then you will need to contact us to discuss your options.