

MOBILE VOICE PRE-PAID SERVICES

1. Service Description applicable to the Exetel Mobile Voice Pre-Paid Plan Service

1.1 This Service Description applies to Exetel SIM only Pre-Paid Mobile Voice Plans that are purchased on or after 1 July 2025 and that are provided via parts of the 4G and 5G Telstra Wholesale Mobile Network.

1.2 References to the Exetel 4G service means a reference to services provided on parts of the 4G Telstra Wholesale Mobile Network.

1.3 References to the Exetel 5G service means a reference to services provided on parts of the 5G Telstra Wholesale Mobile Network. In areas where the 5G signal is not available, the service will revert to the 4G Network until a 5G signal is available.

1.4 Exetel is responsible for the provision of the Service to the Customer and supply the Service using a Network operated by its carrier, Telstra Corporation Limited. Exetel is not affiliated with or related to the carrier.

1.5 Customers selecting the Exetel SIM only Pre-Paid Mobile Voice plans must provide their own compatible mobile telephone handset to access the Service as per section 1.10.

1.6 The Service includes:

- (a) Pre-Paid Mobile Voice Plans – where the Customer initially (or subsequently via manual recharge) prepays a Plan Fee that entitles the Customer to a 30-day plan validity period that provides access to:
 - (i) unlimited standard call minutes in Australia to Australian landlines and Australian mobiles;
 - (ii) unlimited standard SMS and 2000 standard Text, Picture and Video MMS in Australia to Australian mobiles;
 - (iii) a data send/ receive allowance for use in Australia;
 - (iv) in some cases – unlimited standard international SMS and calls from Australia to selected countries;
 - (v) any other entitlements that Exetel may offer including, but not limited to, automatic data rollover to a Data Bank and various bonus and campaign-based data allowances.
- (b) Automatic Pre-Paid Mobile Voice Plan Recharge – where Exetel automatically deducts from the nominated payment method of the Customer the Pre-Paid Mobile Voice Plan Fee on or around day 30 of the Customer's initial (in the case of a new Service) plan validity period or subsequently (in the case of a subsequent 30-day plan validity period or manual recharge).

1.7 As it is a prepaid Service only:

- (a) the Service is provided on a prepaid basis.
- (b) any reference to a 'charge', 'cost' or similar for using the Service means an immediate deduction of that amount from the payment method used by the

1.8 Pre-Paid Mobile Voice Plans - Exetel may offer Pre-Paid Mobile Voice Plans in the form of different Plans which may each have their own price, description, entitlements, features, limitations, Expiry Period, and special conditions (Plan Terms). Exetel may discontinue plans and make them unavailable for future recharge, impose eligibility criteria on future recharge or otherwise restrict or limit their availability.

1.9 This Exetel Mobile Voice Pre-Paid Service will not include roaming, or add-ons such as additional data, or additional international calling packs.

1.10 With respect to Rate Tables:

- (a) for some Exetel Plans, there is no separate rate for making a call, sending an SMS, etc. (e.g., where the Plan includes an allowance of minutes for a certain call type, or unlimited SMS).
- (b) where a separate cost does apply for using the Service, the applicable rates and charges are set out in the Rate Tables in the Rates section of the Exetel website. Customers should check the Rate Tables carefully to see what fees and charges apply to the use of the Service by the Customer.

1.11 With respect to device capabilities, a Customer's use of the Service will partly depend on the quality, condition and capabilities of the Customer's device. For instance a mobile handset that is only 4G-compatible cannot access 5G features of the Service, and a mobile tablet may not be capable of making or receiving voice calls or sending or receiving SMS.

1.12 As to coverage:

- (a) The Service is not available in all areas of Australia. The Customer may obtain actual coverage maps showing where the Service is available in Australia from Exetel. or at exetel.com.au. The Customer is responsible for inquiring whether coverage is available in the area in which the Customer would normally use the Service.
- (b) In areas that the Service is available, it is technically impracticable for Exetel to guarantee that:
 - (i) the Service is available in each place within an area where there is coverage;
 - (ii) 'drop-outs' will not occur during a call; and
 - (iii) there will be no congestion.
- (c) Exetel is not able to guarantee that calls to '13' or '18' prefix numbers will be diverted to the nearest location for that '13' or '18' prefix number.

1.13 Customer Acknowledgements

The Customer acknowledges and agrees that:

- (a) the Service is conditional upon the Customer being charged a minimum amount each 30-day plan validity period as stated in the Application;
- (b) any person who the Customer allows to use the Service is

deemed to be authorised by the Customer to use the Service and the Customer will be responsible for all charges incurred by such person;

- (c) the Customer is solely responsible for all charges incurred in using short message services (SMS) including charges incurred in replying to spam or scam messages received via SMS;
- (d) as the Service is a pre-paid service, Exetel will charge the Customer immediately when the Customer takes any action on the Service that incurs a charge such as Plan recharge or change. Exetel will also charge the Customer the Plan fee automatically at the end of the 30-day Plan validity period unless the Customer recharges the Plan early or cancels its Service. These charges will be detailed on the Customer's payment receipt;
- (e) if the Customer has insufficient funds to complete a transaction (Plan recharge automatic or manual) or change, the transaction will be immediately rejected, and the Customer will be notified to increase the available funds in their payment method to complete the requested transaction;
- (f) the Customer will be at least 16 years of age;
- (g) the Customer will have a compatible phone handset, which the Customer must supply and maintain at its own cost;
- (h) the Customer will obtain an Exetel SIM card from Exetel;
- (i) if the SIM card is not already activated, the Customer will activate it via the My Exetel App, or by contacting our live chat team [here](#). When activating a SIM card, the Customer needs to:
 - (i) provide Exetel with its details and other information; and
 - (ii) complete an identity verification as required by Australian law;
 - (j) the Customer will activate its SIM Card within 60 days from the date of purchase;
 - (k) the Customer will take all reasonable care to keep the SIM Card safe and in good condition and comply with any procedures specified by Exetel to protect it against unauthorised use;
 - (l) if the Customer loses the SIM Card or if it is stolen, the Customer will tell Exetel immediately by contacting Exetel and the Customer is responsible for all charges up until the time the Customer tells Exetel that the SIM Card is lost or has been stolen; and
 - (m) the Customer will select and pay for any Mobile Plan that it wants to have access to. If the Customer is already a user of the Service and the Customer renews its Mobile Plan, Exetel calls that a Recharge.

1.14 The Exetel Mobile Acceptable Use Policy applies to the Service. See Exetel website for policy.

1.15 Transfer to alternate Supplier

- (a) Exetel may obtain an option to transfer the Service to an alternate Supplier to provide services to the Customer. If this occurs, Exetel will take all reasonable steps to obtain consent, and will not proceed with a transfer before informing the Customer of whether a new

contract is required, the details of the Service, the identity of the gaining Supplier, if there is any Service interruption, any equipment/device compatibility considerations, equipment terms and conditions, and any penalties or fees.

1.16 Debit Charges

- (a) The first charge, and all ongoing regular or ad hoc charges will be debited to the Customer's bank account or credit card which the Customer has provided to Exetel at the time of the Application or subsequently changed via the Exetel App on the following basis:
 - (i) all service activation, delivery, and/or Plan charge(s) debited on the date of advice from Exetel's wholesale Supplier(s) on the service activation date;
 - (ii) full first 30-day Plan access fee debited on the date of advice from Exetel's wholesale Supplier(s), when the service has been activated;
 - (iii) subsequent 30-day Plan access fee charges will be automatically charged 30 days after the Service activation day to facilitate the automated recharge of the Customer's Pre-Paid Mobile Service; and
 - (iv) all subsequent Customer initiated manual or automatic purchases of Plan recharge or Plan change, purchases will be debited immediately from the Customer's payment method.

1.17 Pre-paid service and notifications

- (a) As the Service is a pre-paid service, the Customer has full control over how much it wishes to spend on the Service. The Service may be recharged early (prior to 30-day automated recharge cycle), the Service may be upgraded to a higher value Plan (if available) at any time, the Service may be downgraded to a lower value Plan (if available) at any time.
- (b) Exetel will provide national call, national SMS, national MMS and national Data usage details to the Customer as soon as possible after the Customer has used the Service.
- (c) Exetel will provide electronic notification as soon as possible after the Customer has reached the following point during each Plan validity period:
 - (i) 50% of the expenditure and/or the data allowance which forms part of the included value of the Plan;
 - (ii) 85% of the expenditure and/or the data allowance which forms part of the included value of the Plan; and
 - (iii) 100% of the expenditure and/or the data allowance which forms part of the included value of the Plan.

1.18 Charges for the service

- (a) The Customer pays for the Service by initially buying and prepaying for a Mobile Plan that the Customer chooses.
- (b) These prepayments cover all charges for using the Plan. When the Customer's prepaid entitlements have been used up or expired, the Customer must recharge to continue using that part of the Service.
- (c) Exetel automatically recharges the mobile Plan every Plan validity period (30 days) unless the Customer recharges the Plan sooner,

changes the Plan or cancels the Plan (which also cancels the Service).

(d) When Exetel confirms the Customer's order and in the case of mobile services, prior to supplying Exetel SIM to the Customer, Exetel will attempt to debit the Customer's nominated Credit Card or Bank Account. If the debit fails, the order will be held and Exetel will contact the Customer to arrange payment. The first invoice will be applied at the time the service is activated. The invoice is for the full 30-day plan access fee, and any other notified applicable charges, such as service activation, delivery, or service charges outlined on the order form at point of sale and acceptance.

1.19 For a Mobile Plan:

(a) the Customer's Mobile Plan data allowance to send/receive data is reduced by the amount of data the Customer sends/receives, with each data transmission being rounded up to the nearest kilobyte.

1.20 All usage of the Service via the Customer's SIM card is to its account, whether or not the Customer authorised it.

1.21 Exetel's wholesale service provider does not provide refunds or credits where the Service is disrupted or unavailable for any period. Because of that, and to allow Exetel to offer the low prices that it does, Exetel does not provide refunds or credits in those circumstances unless the ACL entitles the Customer to a refund or credit.

1.22 Transferring and Forfeiting Credits

(a) Unused prepayments (Credits) cannot be converted into or redeemed as cash, refunded or credited.

(b) Except where Exetel expressly gives the Customer the option to apply all or part of its Credits to other mobile services or accounts the Customer has with Exetel, the Customer may not do so.

(c) Exetel will transfer any existing Credits:

- (i) if the Customer's SIM card is lost, stolen or damaged and the Customer purchases a new SIM card for use with the Service – as long as the Customer purchases the replacement SIM card and requests Credit transfer within 10 days; or
- (ii) where the Customer's phone number is changed in accordance with clauses 2.3 and 2.4 below.

1.23 If Exetel cancels the Service for convenience Exetel will:

- (a) refund any Prepaid Plan Fee charge that may have been purchased. However, this would not include any Special Offer Credits or unused Data Bank; or
- (b) with the consent of the Customer, apply those Prepaid Plan Fees that may have been purchased and any Data Bank balance for use on another service that the Customer has with Exetel where possible.

1.24 If the service is cancelled for any other reason than for convenience, any Credits or Data Bank balance are cancelled.

1.25 Plan Allowances

(a) Mobile Plans operate on a 30-day plan validity period. Exetel will automatically recharge the plan at the end of the 30-day plan validity period and will charge the Customer's nominated payment method at this time. All unused data (plan data, data, campaign data, bonus data and Data Bank balance data) will be credited to the Data Bank at the end of the 30-day plan validity period up to the Data Bank limit. Any data unable to be credited to the Data Bank due to the Data Bank being full/at limit will be forfeited and no credit or refund will be issued.

(b) Exetel is under no obligation to notify the Customer that Credits are about to be or have been cancelled.

1.26 Service Cancellation

(a) The Customer may cancel the Service at any time.

(b) If the Customer cancels the Service, any remaining Mobile Plan balances will be wiped and no refund will be issued.

(c) The Customer's cancelled Service and the associated Mobile Number will be available to be reactivated via a Recharge for 180 days from the Service Cancellation Date. It is not possible to reactivate after this date and the Mobile Number will not be able to be retrieved.

1.27 Recharges

(a) The Customer may recharge its Service:
i. by logging into the Exetel App and processing a manual recharge or establishing an automatic recharge on its current Plan; or

ii. by contacting our live chat team [here](#)

(b) The Customer must ensure that it always has current payment details registered in the Exetel App to ensure that Exetel can recharge the Customer's Plan every 30-day Plan validity period and that the Customer can manually or automatically recharge as required.

(c) Subject to the consumer guarantees, Exetel is not liable to the Customer for any delay or failure of a recharge (including an automatic recharge). It is the Customer's responsibility to check that each recharge has been successfully processed.

(d) Exetel may SMS or email the Customer to confirm that a Recharge has been successfully processed, but Exetel is not obliged to do so.

(e) The Customer will be able to access its recharge and usage history by logging into the Exetel App.

2. Data Bank Rollover

2.1 Data Bank rollover only applies to:

- (a) All eligible Exetel Pre-paid Mobile Voice Plans; and
- (b) Eligible Data.

2.2 'Eligible Data for a Mobile Plan means all unused data (if any) that is part of the standard, bonus, campaign data allowance of an eligible Pre-Paid Mobile Voice Plan and all accumulated rollover data (if any) from previous plan validity periods.

2.3 The Customer Mobile Plan's Eligible Data will

automatically roll over to the Customer's next Mobile Plan validity period indefinitely and up to any applicable Data Bank limit if the Customer rollover from an eligible Mobile Plan to an eligible Mobile Plan and the rollover is to an equal or higher price Mobile Plan as applicable.

2.4 If the Customer changes its Mobile Plan to a Mobile Plan that is a lower in price to its current Mobile Plan, then the Customer's Data Bank accumulated data will be forfeited. However, the Customer will retain any unused plan, campaign, bonus data from that current plan validity period which will be credited to the Data bank of its new lower priced plan.

3 Phone Numbers

- 3.1 If the Customer does not already have a phone number for its mobile phone for use with the Service, Exetel will issue the Customer a phone number.
- 3.2 All phone numbers are selected, issued and used by Exetel in accordance with the ACMA's Numbering Plan and Telecommunications Numbering Plan Number Declarations (Numbering Regulations). Exetel will provide the Customer's phone number to the Integrated Public Number Database as per Part 4 of Schedule 2 of the Telecommunications Act 1997, the Telecommunications (Emergency Call Service) Determination 2019, the Integrated Public Number Database Code and the IPND Data Industry Guideline.
- 3.3 Exetel may be required to vary, withdraw, suspend or reassign a phone number it has allocated to the Customer and Exetel will give the Customer as much notice as is reasonably practicable if it has to do this.
- 3.4 If the Customer needs a new phone number because it has received calls of a harassing nature and the Customer has reported the matter to the relevant law enforcement agency, Exetel will supply the Customer with a new number.
- 3.5 The Customer does not own the phone number and its right to use the phone number ends if the Customer no longer obtains the Service unless the Customer transfers ('ports') the phone number (see clause 4 below).
- 3.6 If the Customer stops obtaining the Service and does not port the phone number, Exetel may issue the phone number to another customer in accordance with the Numbering Regulations.
- 3.7 Exetel is not liable to the Customer for any expense or Loss incurred by the Customer or related to its use of the Service due to:
- (a) any variation, withdrawal, suspension or re-assignment of the phone number under clause 3.3 above; or
 - (b) the Customer ceasing to have the right to use the phone number under clause 3.5 above.

4 Mobile Number Portability

4.1 The Customer may be able to port a phone number it has obtained from another carrier or carriage service provider when the Customer connects to the Service.

4.2 By processing a port request during an online activation or by having the Customer port

authorisation voice recorded, the Customer:

- (a) authorises Exetel to sign on its behalf and in its name forms of authority to the Customer's current Supplier to port its phone number to Exetel;
- (b) authorises its current Supplier to port its phone number to Exetel;
- (c) authorises Exetel to disclose information in the port authorisation to other Suppliers in the event of dispute over Porting to Exetel; and
- (d) will remain responsible for all amounts owing to its current Supplier for any services they supply to the Customer.

4.3 If the Customer has submitted a port request online or had its port authorisation voice recorded to port its phone number to Exetel from the Customer's previous Supplier, Exetel will use all reasonable efforts to port the Customer's phone number as soon as possible, but Exetel has no liability to the Customer for any delays in Porting.

4.4 Exetel will not charge the Customer a fee for Porting a phone number from another carrier or carriage service provider, unless the Customer ports a mobile number to Exetel more than once. In which case Exetel may charge the Customer an administration fee.

4.5 The Customer must not cancel the Service it has with the other carrier or carriage service provider before it ports the phone number. Exetel will inform the carrier or carriage service provider from which the Customer has ported the phone number that the Customer has ported the phone number and they will cancel the service.

4.6 The Customer may need a new mobile phone, or it may need to have its mobile phone unlocked if the Customer is Porting between different mobile Networks or types of mobile Networks.

4.7 The Customer can port a phone number it has obtained from Exetel for use with the Service to another carrier or carriage service provider.

4.8 The Customer can only port the phone number; the Customer cannot port any Credits or value-added services (e.g., voicemail).

4.9 The Customer may only port a phone number for which it is the authorised customer.

4.10 The Customer will need to confirm that it is the authorised customer/owner of the number being ported to Exetel by verifying a code that Exetel sends to that number during the activation process. Exetel will not send the code to another number or by any other means.

4.11 If the Customer cannot verify the code sent during activation, Exetel may reject the activation and port-in request. Exetel may verify that the Customer is the authorised customer by an alternate means, but Exetel is not obliged to do so.

4.12 Any Data Bank balance the Customer has on its Service will be forfeited if the Customer ports the phone number to another carrier or carriage service provider.

5 Customer's Mobile Phone

5.1 The Customer may choose to use a mobile phone it has or has obtained from a third party.

5.2 If the Customer chooses to use a mobile phone that it has obtained from a third party:

- (a) to protect consumers from illegal trade in mobile phones, if Exetel has a reasonable belief that the Customer's mobile phone is stolen, Exetel may ask the Customer to provide proof of ownership.
- (b) if Exetel asks the Customer to provide proof, the Customer must provide Exetel with that proof within ten Business Days.

5.3 Exetel gives no warranty:

- (a) that the mobile phone that the Customer provides is suitable for use in connection with the Service or any of its features; or
- (b) about the quality of the Customer's mobile phone.

5.4 The Customer is responsible for making sure that:

- (a) all regulatory approvals for its mobile phone have been obtained; and
- (b) its mobile phone complies with all relevant technical regulations and specifications at all times.

5.5 The Customer is responsible for the maintenance of its mobile phone.

5.6 If the Customer's mobile phone appears to be faulty or interferes with the Service, Exetel is entitled to require the Customer to:

- (a) provide evidence that its mobile phone is in working order; and/or
- (b) cease using that mobile phone until the problem has been corrected.

Device access restrictions and device compatibility

5.7 To the extent reasonably necessary, we may prevent your device from accessing our Network if it is required for health and safety reasons, or where we are required to do so to comply with a law. You must ensure you have a device that is compatible with our Network and is able to make emergency calls, including to 000.

6 Lost or Stolen Mobile Phone or Sim Card

6.1 If the Customer's mobile phone or its activated Exetel SIM card is lost or stolen:

- (a) Exetel is not responsible for it.
- (b) the Customer must notify Exetel on 13 39 38 as soon as possible.
- (c) within a reasonable time Exetel will bar outgoing calls, suspend the Service and/or activate IMEI blocking on the Customer's mobile phone. The Customer is liable for all usage of the Service until then.
- (d) if Exetel becomes aware of the loss or theft, and the Customer has not notified Exetel, Exetel may cancel the Service, but Exetel is not obliged to do so.
- (e) Exetel may charge a fee for a replacement SIM card.

- (f) if the Customer finds the Customer's mobile phone or it is returned to the Customer, Exetel will reactivate the Service (including any value-added service features e.g., call diversions), if the Customer requests it within 30 days of the original deactivation.
- (g) to contact emergency services while the Customer's phone is blocked the Customer must dial 000 (or 112).
- (h) customers with hearing impairments who wish to access the TTY 106 emergency services number from their mobile phone should be aware that this number may not work from some blocked mobile phones.

6.2 If the Customer obtains a mobile phone that Exetel reasonably believes is lost or stolen, Exetel may request IMEI blocking to be activated on the mobile phone without the Customer's consent, even if the Customer is not aware it is stolen.

6.3 If the Customer obtains the Service from Exetel under false pretences, Exetel may request IMEI blocking to be activated on the mobile phone without the Customer's consent.

6.4 If Exetel knows that the Customer has made an insurance claim when its mobile phone is lost or stolen, if IMEI blocking is not already activated Exetel will contact the Network carrier and request IMEI blocking to be activated on the mobile phone.

6.5 If Exetel activates or de-activates IMEI blocking on the mobile phone, Exetel will inform other national carriers to put this block or unblock into effect on their own Networks.

7 Phone Number Displays

7.1 As regards Calling Number Display (CND):

- (a) If the Customer does not bar CND on its mobile phone user settings, the phone number assigned to the Customer may be displayed on the phone of the person the Customer is calling.
- (b) When another person calls the Customer, the phone number of that person may be displayed on the Customer's mobile phone if that person has not barred CND on their phone.

7.2 When the Customer sends an SMS or MMS, the phone number assigned to the Customer or the Customer's name may be displayed on the phone of the person to whom the Customer is messaging. The Customer cannot bar the phone number assigned to the Customer or the Customer's name when it sends a SMS or MMS.

8 Access Restrictions

8.1 At the request of the Customer, Exetel can bar certain call types made from the mobile phone. Exetel cannot bar calls to emergency service numbers 000 and 112.

8.2 The Service can only be used for standard mobile voice and video calls, standard international calls, standard international SMS, standard SMS and MMS, call forward, voicemail and standard data services in Australia.

8.3 The Service cannot be used for, but not limited to:

- (a) fax (including to make international fax calls) and paging services; or
- (b) call information services such as premium

voice services (including, for example, calls to most 1901 or 1902 prefix numbers) unless specified.

8.4 All Plans prohibit access to premium SMS and voice services.

8.5 Access to some international countries is activated automatically on some Plans. If the Customer wants to bar access to international calls contact Exetel by calling Exetel on 13 39 38 (free call from an Exetel mobile).

9 Important Rights of Suspension and Cancellation

9.1 Without limiting other rights, Exetel may suspend or cancel the Service without prior notice if:

- (a) the Customer breaches clause 6, 12 or 13 of the Standard Form of Agreement;
- (b) the Customer breaches any other clause of the Agreement, and the breach is likely to cause serious or permanent harm to any person (including Exetel or Exetel's Supplier);
- (c) the Customer intimidates, abuses, insults, harasses or threatens any staff member, or those of Exetel's partners or Suppliers, by any means;
- (d) the Customer makes numerous frivolous and or vexatious complaints;
- (e) the Customer attempts, threatens or causes harm to any staff member, or those of Exetel's partners or Suppliers, or Exetel's equipment or Network infrastructure or that of our Suppliers by any means;
- (f) the Customer breaches any other clause of the Agreement and does not cure the breach within 5 days of Exetel's request that the Customer does so;
- (g) Exetel reasonably believes that the Customer's account may have been used in connection with fraud or other unlawful conduct;
- (h) Exetel suspects that the Customer or a person using the Customer's Exetel SIM card is misusing the Service or is not authorised to use the Service;
- (i) in Exetel's opinion, there is unusual activity on the Customer's Service and/or activity that does not appear to be commensurate with personal use;
- (j) Exetel reasonably believes that, or Exetel is informed by law enforcement authorities that they believe, the identification evidence provided by the Customer in connection with the Service is incorrect, false or inadequate or that a request to activate or terminate a Service has not been authorised by the Customer;
- (k) the Customer transfers its SIM card to another party without obtaining the consent of Exetel, or does not provide sufficient details of the identity of the other party; or
- (l) the Customer engages in fraudulent Recharge behaviour.

10 Supplier and Third-Party Services

10.1 The Customer acknowledges that:

- (a) the Service relies for its operation on the services of

Suppliers who are not controlled by Exetel, and
(b) Exetel does not exercise any control over, authorise or (subject to the consumer guarantees) make any warranty regarding:

- (i) the Customer's right or ability to use, access or transmit any content using the Service;
- (ii) the accuracy or completeness of any content which the Customer may use, access or transmit using the Service;
- (iii) the consequences of the Customer using, accessing or transmitting any content using the Service including, without limitation, any virus or other harmful software; or
- (iv) any charges which a third party may impose on the Customer in connection with its use of the services accessed via the Service.

11. Limitation of Liability

11.1 Nothing in these Terms and Conditions excludes or limits the operation of the consumer guarantees or any other rights or remedies that, by law, cannot be excluded.

11.2 Subject to clause 11.1, Exetel excludes all liability arising under or in connection with these Terms and Conditions, the Agreement or the Service whether direct, indirect or consequential and whether arising under common law, statute or otherwise, and whether or not of a kind of which Exetel is or should be on notice.

11.3

12. Dictionary

12.1 Terms that are defined in the body of our Standard Form of Agreement have the same meaning throughout.

12.2 Machine-to-machine use means use where a device initiates a communication without human interaction. (For example, a vending machine sending wireless packet data to another machine, or a burglar alarm sending an SMS.) It does not include data communication from a mobile handset that is ancillary to personal use of the handset (such as checking emails).

12.3 For simplicity "Plans" means Mobile Plans.

13. Summary of other charges

13.1 On Request Ad hoc, or any other charges will be advised at time of application, enquiry or request.

14 Payments

14.1 If the Customer has made any payment to Exetel using a credit card, debit card, or account with a financial institution:

- (a) the Customer confirms that the Customer is the account holder or was authorised by the account holder to make that payment.
- (b) Exetel may disclose to the account holder details of the payment including, but not limited to:
 - (i) the Customer's name and telephone service number; and
 - (ii) the service the payment was for and the Customer consents to such disclosure.
- (c) Exetel may assume that a person is the account holder if they supply Exetel with the following information:

- (i) the card number;
 - (ii) the type of card (e.g., VISA or MasterCard);
 - (iii) in the case of PayTo, confirms payment via their financial institution;
 - (iv) the date (accurate to within two Business Days, to allow for processing delay) and amount of a transaction in Exetel's favour, made using that account, and the Customer consents to disclosure to such a person.
- (d) If a payment by the Customer is later cancelled, reversed or (if the Customer is not the Card Holder) reported as unauthorised, Exetel may (at its option):
- (i) cancel all remaining credits for that Service in favour of the Customer; and/or
 - (ii) require the Customer to pay (as per the Rate Tables) for the Service the Customer has used before cancellation; and/or
 - (iii) decline to provide the Customer with further Services until such payment has been made; and/or
 - (iv) suspend the Service until a payment method acceptable to Exetel has been provided; and/or
 - (v) terminate the Service if the Customer fails to provide an alternate payment method or repay the recharge.