

## SUMMARY OF STANDARD AGREEMENT FOR PIVOTEL SERVICE

- 1) This is a summary of the terms and conditions for your Pivotel Service. The full terms and conditions are contained in Pivotel's Standard Agreement which is available on request from Pivotel Mobile Pty Limited ABN 43 116 239 813 ('**Pivotel**'), and at [www.pivotel.com.au](http://www.pivotel.com.au). The Standard Agreement is binding on you.
- 2) The Pivotel Service may include access to any of the following Services, all of which are acquired by you from Pivotel:
  - (i) High bandwidth VSAT satellite services using the nbn™ satellite network (the '**nbn™ Satellite Service**')
  - (ii) 4G data services on the Pivotel 4G Network (the '**Pivotel 4G Service**')
  - (iii) IP based voice and messaging services using the Pivotel App for Talk and Text (the '**PATT Service**')
- 3) The nbn™ Satellite Service is a broadband Internet service which uses the nbn™ network to deliver internet connectivity using a Compatible Device within the fixed satellite coverage area of the nbn network.
- 4) To transmit or receive IP data the nbn™ Satellite Terminal must have its antenna oriented to have a clear line of sight to one of nbn's Sky Muster™ satellites and not be subject to interference including from buildings or other objects which may block or interfere with connection between the nbn™ Satellite Terminal and the satellite. The antenna must not be covered whilst transmitting or receiving IP data. Use of the nbn™ Satellite Service is subject to the Fair Use Policy.
- 5) The Pivotel 4G Service provides you with access to data services on the Pivotel 4G Network within the coverage area of the Pivotel 4G Network. You must use a 4G Compatible Device to access the Pivotel 4G Service. Use of the Pivotel 4G service is subject to the Fair Use Policy.
- 6) Access to the Pivotel 4G Service within buildings in the coverage area may require the installation of an external antenna and Pivotel 4G Modem. You must provide all necessary consents and approvals (including landlord approval where applicable) necessary or desirable for Pivotel to deliver and install the external antenna. Access to the Pivotel 4G service from vehicles in some locations within the coverage area may require the installation of an external antenna.
- 7) The Pivotel 4G service is a data only service. Emergency Calls are not available from this service using the standard mobile phone call dialling application.
- 8) The PATT Service provides the Customer using the PATT App on a Compatible Device with IP based voice and messaging services using the PATT Network and any accessible IP Network including the Pivotel 4G Network. The PATT Service supports 000 Emergency Calls from the PATT App.
- 9) Access to the PATT Service requires the installation of the PATT App and connection to an IP Network. In addition to PATT Charges for the PATT Services, you may incur charges from other providers for the data traffic generated by PATT over their data networks. Use of the PATT service is subject to the Fair Use Policy.
- 10) When you acquire the Service, you are liable for and must pay the airtime charges billed at the satellite rates for your particular service package. Your service package may include messaging charges and monthly access charges in addition to airtime charges.
- 11) You agree that Pivotel may receive or disclose personal information or documents about you for the following purposes:
  - a) to a credit reference agency to obtain a consumer credit report about you and or to allow the credit reporting agency to create and maintain credit information about you. This information may be given before or during the provision of credit to you;
  - b) a credit reporting agency may disclose personal information from your consumer credit information file to Pivotel for the purpose of assessing an application for commercial credit by you and for the purpose of collection of payments that are overdue in respect of any commercial credit provided by Pivotel;
  - c) Pivotel may exchange information about you with another credit provider to assess an application by you for credit, to notify other credit providers of a default by you, to assess the status of this loan and whether you are in default with other credit providers, and to assess your credit worthiness. You acknowledge that

the Information exchanged can include anything about your credit worthiness, credit standing, credit history or credit capacity that the credit providers are allowed to exchange under the *Privacy Act 1988* (Cth); and

- d) Pivotel may disclose personal information or documents about you to Law Enforcement agencies to assist in the prevention of criminal activities.
- 12) Pivotel may require a security deposit from you depending on Pivotel's assessment of your creditworthiness. The Standard Agreement sets out circumstances and terms under which a security deposit is required and managed by Pivotel.
- 13) If you request us to, or we validly discontinue your connection within your initial term, you must pay us:
- a) the access charges for the remaining months of the initial term;
  - b) an early termination fee as set out in the tariff which forms part of the Standard Agreement (Tariff); and
  - c) all outstanding fees and charges payable by you for the Pivotel Service.
- 14) We will invoice you for the Pivotel Services in accordance with the pricing plan you have selected on your application form. You can obtain a copy of our fees and charges for this pricing plan from us upon request by calling our Customer Care team on 1300 882 448. We may vary these fees and charges from time to time.
- 15) Unless otherwise agreed, we will invoice you monthly and email a copy of your invoice to your nominated email address. You must pay each invoice within 14 days from the date of the invoice (unless you have arranged with us to pay your invoices by direct debit or credit card). We may charge you interest on overdue accounts and a late payment fee which is set out in the Standard Agreement (Tariff). You will be responsible to pay for all calls made using the Pivotel Service even if you did not make them.
- 16) You can review your invoices online and monitor your unbilled usage at [www.pivotel.com.au/selfcare](http://www.pivotel.com.au/selfcare), or you can call Think Mobile customer care. For calls made in Australia, there will normally be a 24 – 48 hour delay between when you use your service, and when your unbilled usage will be available for review in the online Selfcare tool. Calls made whilst roaming overseas may take even longer to become available. You will be responsible to pay for all calls made using the Service even if you did not make them.
- 17) Although we will take all reasonable steps to make sure you receive the Pivotel Service within the relevant coverage area for the Service, the Pivotel Service is not free from faults or interruptions. Certain factors, such as network congestion, equipment failure, fire, flood or storm damage, downtime and maintenance, and obstructions or interference such as that encountered in buildings may mean you will not receive the Pivotel Service in certain areas at certain times.
- 18) We retain ownership of the SIM card if one is provided for your Pivotel Service. You must return this to us upon disconnection of the Pivotel Service. We may charge you a SIM card replacement fee if you fail to return the SIM card within 30 days from disconnection. Please inform us immediately if you lose, or damage is caused to, your SIM card. We will then disconnect or bar your connection (you will be responsible for all usage charges up to that time) until the SIM card is replaced or repaired. We may charge you a SIM replacement fee unless we were at fault.
- 19) If you have a complaint about your Pivotel Service you should try to resolve it first with Pivotel by contacting us on 1300 882 448, or informing us by email to [mail@pivotel.com.au](mailto:mail@pivotel.com.au), or by writing to us at Pivotel Mobile Pty Limited, Locked Bag 100, Southport Mail Centre QLD 4215. If you are unhappy with how your complaint is being resolved, you may contact the Telecommunications Industry Ombudsman (TIO) or the Office of Fair Trading in your State or Territory.
- 20) You have rights under the *Competition and Consumer Act 2010* (Cth). Subject to that Act, we are not liable to you for any breach of any express or implied terms, conditions or warranties. Where we are unable by law to exclude our liability, but we are permitted to limit our liability, our liability for such breaches is limited, at our choice, to:
- a) if the breach relates to goods, the replacement or repair of the goods;
  - b) if the breach relates to services, the re-supply of those services, or paying for the cost of having those services re-supplied.

*Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or*

*damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.*

21) You cannot assign your Pivotal Service agreement without our consent. We can assign or novate the agreement to our nominee by following the procedure set out in CA628:2019 *Telecommunications Consumer Protection Code*.

22) There are certain events that may result in us suspending, restricting or disconnecting your Pivotal Service. These events are set out in the Standard Agreement.

23) We may vary the terms of the Standard Agreement from time to time. If the variation is detrimental we will advise you of the variation by placing a notice in your bill or otherwise writing to you in a manner which complies with the CA628:2019 *Telecommunications Consumer Protection Code*.