



Pivotel Mobile Pty Limited

ABN 43 116 239 813

**STANDARD AGREEMENT
FOR THE SUPPLY OF
INTEGRATED SATELLITE
AND CELLULAR MOBILE SERVICES**

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Customer Enquiries call **1300 882 448** or visit the web site at

www.pivotel.com.au

National Relay Number

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PART A – SERVICE DESCRIPTION

1. GENERAL INFORMATION

(a) The Service

The Service provided by Pivotal Mobile includes:

- (i) High bandwidth VSAT satellite services using the **nbn™** satellite network (the '**nbn™ Satellite Service**')
- (ii) 4G data Services on the Pivotal 4G Network (the '**Pivotal 4G Service**')
- (iii) IP based voice and messaging services using the Pivotal App for Talk and Text (the '**PATT Service**')

nbn™ Satellite Services

The Customer acquires the nbn™ Satellite Service from Pivotal. Pivotal provides the nbn™ Satellite Service using the nbn™ network.

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.

Pivotal 4G Services

Pivotal Mobile operates the Pivotal 4G Network and promotes and sells the Pivotal 4G Service.

The Customer acquires the Pivotal 4G Service from Pivotal Mobile.

The Pivotal 4G Service provides the Customer using a Compatible Device with access to data services on the Pivotal 4G Network within the coverage area of the Pivotal 4G Network.

PATT Services

Pivotal Mobile operates the PATT Network and promotes and sells the PATT Service.

The Customer acquires the PATT Service from Pivotal Mobile.

The PATT Service provides the Customer using the PATT App on a Compatible Device with IP based voice and messaging services using an accessible IP Network to connect to the PATT Network.

(b) nbn™ Satellite Terminals

The nbn™ Satellite Service is provided using a specialised nbn™ VSAT Terminal. When the nbn™ VSAT Terminal connects to the nbn™ Satellite Network, the Customer will acquire the nbn™ Satellite Service for the nbn™ Satellite Charges.

The Customer will receive one invoice for all use of the Service.

(c) 4G Compatible Devices

The Pivotal 4G Service is a SIM based service. The customer can access the Pivotal 4G Service by placing the SIM in a 4G Compatible Device. When the 4G Compatible Device connects to the Pivotal 4G Network the Customer will acquire the Pivotal 4G Service for the Pivotal 4G Charges.

The Customer will receive one invoice for all use of the Service.

(d) PATT App

The PATT service is provided using the PATT App. The customer can access the PATT Service by downloading the PATT App onto their Apple iOS or Android Compatible Device and registering for the service.

Following registration, the Customer will acquire the PATT Service for the PATT Charges and be able to connect via any accessible IP Network including the Pivotal 4G Network to the PATT Network.

The Customer will receive one invoice for all use of the Service.

2. THE NBN™ SATELLITE SERVICE

(a) General information on the nbn™ Satellite Service

The customer may use the nbn™ VSAT Terminal to access the nbn™ Satellite Service.

The nbn™ VSAT Terminal communicates directly with one of nbn's Sky Muster™ satellites, and that satellite establishes a connection with a suitable Gateway to allow connection to a terrestrial telecommunications data network and Internet services.

The nbn™ Satellite Service may be used to access broadband services in mainland Australia, Tasmania and the Australian External Territories within the coverage footprint.

Please check with Pivotel Customer Care on 1300 882 448 for more details about the coverage footprint of the nbn™ Satellite Service.

(b) Roll-out of the nbn™ Satellite Service

The nbn™ Satellite Service commenced commercial operation in April 2016.

(c) Customer acknowledgements on the nbn™ Satellite Service

The Customer acknowledges that 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.

3. THE PIVOTEL 4G SERVICE

(a) General information on the Pivotel 4G Service

The Pivotel 4G Service provides Customers with access to the Pivotel 4G Network for data services within the coverage area.

(b) Roll-out of the Cellular Service

The Pivotel 4G Service commenced commercial operation in selected locations on 1st February 2021.

(c) Customer acknowledgements on the Pivotel 4G Service

Access to the Pivotel 4G Service for home broadband internet services within the coverage area may require the installation of an external antenna and Pivotel 4G Modem. The Customer 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 use of an external antenna.

Use of the Pivotel 4G service is subject to the Fair Use Policy.

The Pivotal 4G service is a data only service. Emergency Calls are not available from this service using the phone's native voice service.

Emergency 000 Operator Services are available from the PATT App when connected via an IP Network to the PATT Network. Customers dialling the Australian emergency call number Triple Zero (000) will be connected straight through to emergency services.

Emergency calls made from outside Australia may require different numbers, please check with Pivotal Mobile Customer Care on 1300 882 448

The PATT service will not be able to receive National Emergency Warning System (NEWS) SMS warnings.

4. THE PATT SERVICE

(a) General information on the PATT Service

The PATT Service provides Customers using a Connected PATT App and a connection to an IP network, including the PATT Network, with IP based voice and messaging services capable of making and receiving voice calls and sending and receiving messages to and from:

- a) other PATT Services;
- b) telephones connected to other Australian telecommunications networks including domestic mobile networks to which the PATT Network is able to terminate calls; and
- c) international public telephone numbers;

The PATT service is subject to network capacity and interconnection arrangements between Pivotal Mobile and the relevant operator of the network with which the called number is associated.

- d) Emergency calls.

Emergency 000 Operator Services are available from the PATT App when connected via an IP Network, including the Pivotal 4G service, to the PATT Network. Customers dialling the Australian emergency call number Triple Zero (000) will be connected straight through to emergency services. Your location information may not be automatically provided to emergency services. Emergency services will ask for your location when they answer your 000 call.

(b) Roll-out of the PATT Service

The PATT Service commenced commercial operation on 1st February 2021.

(c) Customer acknowledgements on the PATT Service

Access to the PATT Service requires the installation of the PATT App and an active PATT subscription with Pivotal Mobile.

Access to the PATT service requires connection to an IP Network.

In addition to PATT Charges for the PATT Service, Customers may incur charges from other providers for the data traffic generated by PATT over their IP Network.

5. VALUE ADDED SERVICES AND SPECIAL SERVICES

The following Value-Added Services are available with the Service.

(a) Network Problem Reporting

To report any difficulties or faults with the Service dial Pivotal Mobile Customer Care on 1300 882 448 from within Australia (free call when using the Service) and +61 7 5630 3009 (charged call when using the Service) for calls made from outside Australia.

(b) Voice Value Added Services and Special Services

Voice Value Added Services and Special Services are available from the PATT App when connected via an IP Network, including the Pivotal 4G service, to the PATT Network.

(i) Call Options

Customers who have Pivotal Mobile's approval may call:

- 13/1300 and 1800 numbers;
- maritime, remote and satellite services;
- international numbers.

(ii) Pivotal Mobile's Value Added Services

- Voicemail: is available by dialling 121 ;

- Calling Number Display: this default service presents the Customer's number for display to their called party before the called party answers the call (if the called party has a handset capable of Calling Number Display). It is not possible to deactivate the Calling Number Display on the PATT Service;
- Call Barring: this service is a security option which allows incoming and/or outgoing calls to be barred. For assistance with this service, call Pivotel Mobile Customer Care on 1300 882 448;
- Call Waiting: this service alerts Customers of an incoming call when on another active call and allows Customers to put the active call on hold to answer the incoming call. Call Waiting cannot be deactivated on the PATT Service;
- Call Transfer: this service allows Customers to transfer a call to another number;
- Call Conference: this service allows Customers to add additional parties to a call;

Please note that Pivotel Mobile is not obliged to and does not maintain a record of a Customer's voicemails once they have been deleted.

Rates for using Value Added services are indicated in the relevant Call Plan.

(c) Customer Service

For any enquiries regarding the Service, Customers can call Pivotel Mobile Customer Care on 1300 882 448 from any fixed or mobile phone (free call when using the Service). Pivotel Mobile's Customer Care operating hours can be found at <https://www.pivotel.com.au/contact-us/>.

(d) Coverage

There are certain restrictions on Service coverage. On request, Pivotel Mobile will provide Customers with information about the coverage of the Service throughout Australia, including the nbn™ Satellite Service and the Pivotel 4G Service. Coverage maps may be provided on Connection or are generally available on the Pivotel Mobile website at www.pivotel.com.au.

Within certain coverage areas, some local conditions could prevent or interfere with mobile phone reception. Such conditions may include basement car parks, lifts, buildings, vegetation, mountains and road cuttings. There may also be interferences to the Service in buildings or other objects which block the signal to the satellite, or due to maintenance or downtime on satellites.

(e) **Getting Started with Pivotel Mobile**

Connection to the nbn™ Satellite Service requires the installation of a nbn™ VSAT Terminal by a qualified installer. Pivotel will arrange the installation and activation of the nbn™ VSAT Terminal. A Customer's contract with Pivotel commences on the activation of the nbn™ Satellite Terminal.

Once Connected to the nbn™ Satellite Service, Customers are offered:

- access to nbn™ Satellite Services;
- fault rectification during Pivotel's business hours; and

Customer Care services, for the hours of operation refer to <https://www.pivotel.com.au/contact-us/>.

Connection to the Pivotel 4G Service requires the activation of a SIM, which when inserted into a Compatible Device connects the device to the Pivotel 4G Network. A Customer's contract with Pivotel Mobile commences on the activation of the SIM. Full details on activating the SIM are provided at the point of purchase. The SIM remains Pivotel Mobile's property and must be returned on request.

Once Connected to the Pivotel 4G Service, Customers are offered:

- access to Pivotel 4G Services;
- fault rectification during Pivotel Mobile's business hours; and
- Customer Care services, for the hours of operation refer to <https://www.pivotel.com.au/contact-us/>.

Connection to the PATT Service requires installation of the PATT App on a Compatible Device and an active registration for the PATT Service. Once the registration credentials are entered into the PATT App and the device is connected to an IP network, the PATT App will connect to the PATT Network. A Customer's contract with Pivotel Mobile commences upon the completion of customer registration. An active registration is required for the continued operation of the PATT Service. Full details of Customer registration are provided at the point of purchase.

Once Connected to the Pivotel 4G Service, Customers are offered:

- access to PATT Services when the Compatible Device is connected via an IP network to the PATT Network;
- fault rectification during Pivotel Mobile's business hours; and

- Customer Care services, for the hours of operation refer to <https://www.pivotel.com.au/contact-us/>.

6. CALL TYPES AND CHARGES

There are a number of different call types, Call Plans and Value-Added Services available with the Service. Customers should select the most suitable Call Plan for their needs.

(a) **Categories of Charges**

There are 5 general categories of charges for the Service:

- Connection / Reconnection charges;
- Access Charges;
- call charges;
- Value Added Services and Special Services; and
- other charges.

All charges are subject to change. All prices are quoted including GST. Actual charges may vary on your statement as charges are rounded to the nearest cent before GST is included.

In some circumstances business and other organisations may be entitled to claim an input credit tax on GST paid. Please refer to your financial adviser for details.

• **Connection / Reconnection Charges**

When Connecting or Reconnecting to the Service, Customers may be required to pay a Connection fee. From time to time, Pivotal Mobile may have offers which reduce or remove the Connection / Reconnection fee. Customers should consult the Call Plans to determine whether a Connection fee is payable.

• **Access Charges (Satellite Service and Cellular Service)**

An Access Charge is for the costs associated with accessing the Service, including maintenance of the Networks and the access to the Value Added Services and Special Services. Depending on the Call Plan, the Access Charge may be charged on a monthly or annual basis, may be charged either in advance or in arrears, and may be charged on either a prorated or not prorated basis for the period of access granted to the Service.

With some Call Plans, the Access Charge has a component of pre-paid calls or usage for the Service that a Customer can use without incurring additional expenditure. These are referred to in Call Plans as "Included Calls" or "Included Usage". For example, if a Call Plan has \$10.00 worth of pre-paid calls or usage included, the first \$10.00 of calls or usage for the Service for the relevant period are billed at no additional expense over and above the Access Charge.

No unused part of packaged airtime can be carried over to the following period of a Customer's agreement. Customers should consult the various Call Plans for full details of Access Charge and pre-paid calls, or usage included.

Depending on the Call Plan, for the period from a Customer Connection until the commencement of the first full billing cycle, Included Calls are calculated, and an Access Charge may be billed, on a pro rata basis. Access Charge are payable for each full billing period, generally in advance. Call or usage charges in excess of the Included Calls or Included Usage are billed at the end of each billing cycle, generally in arrears.

- **Call Charges**

Customers will only be charged for successful calls. For example, there is no charge for calls to an engaged number. Calls are charged from the time the call is answered at the number requested, including when calls are answered by a voicemail service. Pivotal Mobile may waive any charge in its absolute discretion. Charges for calls are the responsibility of the Customer who is contractually responsible to Pivotal Mobile for the Service, irrespective of whether those calls were made by the Customer or another person.

All Call Rates and charges are subject to rounding from three decimal points to two decimals points.

For most Call Plans, calls are charged per sixty (60) second increments (or part thereof).

International and special calls are charged per sixty (60) second increments (or part thereof) unless otherwise indicated in the Call Plan.

Flagfall occurs on some calls.

- **Calls to Value Added Services and Special Services**

Calls made to Value Added Services and Special Services are charged as per the Call Rates advertised in the relevant Call Plan.

- **Other Charges**

In certain circumstances, Pivotal Mobile will charge Customers additional charges. These charges are subject to change.

Additional charges include:

- unbarring fees (fees vary according to Pivotal Mobile's rules): where the Service has been barred previously (whether at the request of a Customer or by Pivotal Mobile) and a Customer requests that it be unbarred. Ask Pivotal Mobile Customer Care on 1300 882 448 for details;
- bill reprint fee (\$10.00 per reprint): where a Customer requests that another copy of the bill is printed;
- late payment fee (\$11.00 per month): where a Customer does not pay their monthly bill by the due date Pivotal Mobile may charge a late payment fee to recover the administrative costs of pursuing payment;
- dishonoured cheque fee (\$15.00 per payment): where a Customer's payment to be collected by Pivotal Mobile has been rejected by their financial institution, Pivotal Mobile may charge a fee to recover the administrative costs of pursuing payment;
- replacement SIM fee (\$10.00 per SIM): where a Customer requests the replacement of their SIM for the Pivotal 4G Service;
- change mobile number fee (\$33.00 per change): where a Customer requests a change to their mobile number unless the change of number is due to circumstances outside of the control of the customer such as to avoid threatening or unwanted calls, in which case the change mobile number fee will be waived;
- transfer of ownership (\$50.00 per transfer): where a Customer requests that the ownership of the Service is transferred to another party;
- Call Plan transfer fee (fees vary according to Pivotal Mobile's rules): Call Plan transfer for Customers within the agreed minimum Contract Term. Ask Pivotal Mobile Customer Care on 1300 882 448 for details;
- Call Plan switch fee (\$25.00 per switch): Call Plan transfer for Customers outside the agreed minimum Contract Term;
- suspension fee (fees vary according to Pivotal Mobile's rules): where on a supported Call Plan, the Customer requests that their Service is suspended for a period of not greater than three (3) months (note: the remaining Contract Term will be extended by the period during which the Service is suspended);
- early termination fee (calculated as the sum of the remaining unpaid access fees for the agreed minimum Contract Term): this fee is incurred where a Customer is Disconnected prior to the expiry of the agreed minimum Contract Term;
- Reconnection fee (fees vary according to Pivotal Mobile's rules): where a customer requests that their Service is Reconnected within two (2) weeks of Disconnection, and Pivotal Mobile in its sole discretion consents to the Reconnection of the Service;

- equipment repair services (fees vary according to Pivotel Mobile's rules): where a customer returns a Device or other equipment to Pivotel Mobile's Service Centre for repair or maintenance activity. Pivotel Mobile provides a three (3) month warranty on handsets which have been repaired by Pivotel Mobile; and
- Installation fees: where a customer requires installation of a nbn™ VSAT Terminal on site, Pivotel will provide a quote for installation fees. Where a customer requires installation of an external antenna for a Pivotel 4G Service, Pivotel will charge the Standard Installation Fee as set out in the Call Plan or where the installation is a Non-Standard Installation Pivotel will provide a quote for installation fees.
- On-site Assurance fees: where a customer requires a site visit for repair or replacement of an nbn™ VSAT Terminal or external antenna, Pivotel will provide a quote for the assurance visit.
- Late Cancellation fees (fees vary according to Pivotel Mobile's rules): where a customer agrees to an installation or assurance appointment for a nbn™ VSAT Terminal or external antenna but cancels the appointment with less than 48 hours notice.
- Missed installation or assurance appointment fees (fees vary according to Pivotel Mobile's rules): where a customer agrees to an installation or assurance appointment for a nbn™ VSAT terminal or external antenna but misses the appointment.
- No Fault Found (fees vary according to Pivotel Mobile's rules): Where attendance at site has been required to determine that a fault reported by the Customer is not due to any issue with the nbn™ Satellite Service.

Pivotel Mobile reserves the right to require any Customer to pay a security deposit before being Connected to access some Special Services which may be used against any outstanding fees and charges for the Service should the Customer fail to pay any due amounts.

(b) Charging Periods

The same flat rate applies at all times unless otherwise indicated in the Call Plan.

(c) Call Plans

Call Plans offered by Pivotel Mobile in connection with the supply of the Service generally consist of:

- a connection charge;

- an Access Charge; and
- call charges.

Full details of the terms and conditions for each Call Plan are set out in Part B. Charges are inclusive of GST (where applicable) and are subject to change.

(d) GST

- (a) The consideration payable for any Taxable Supply of any goods, services or other things under this agreement is inclusive of any GST.
- (b) The GST will be charged at the GST Rate.
- (c) If at any time after 1 July 2000, the GST Rate is amended, then the consideration payable for any Taxable Supply of any goods, services or other things under this agreement will be adjusted to give effect to that variation from the date of the variation's imposition.

PART B – PIVOTEL MOBILE CALL PLANS

The Critical Information Summary (CIS), prepared in accordance with Chapter 4 of the TCP for each of the Pivotel Mobile Call Plans, can be downloaded from the Call Plans section of our website at www.pivotel.com.au, or alternatively by contacting Pivotel Mobile customer care on 1300 882 448, or by email to mail@pivotel.com.au.

Detailed information about the current Call Rates for international direct dialled Calls, Value Added Services, and Special Calls for a Call Plan is available from the Call Plans section of our website at www.pivotel.com.au, or alternatively by contacting Pivotel Mobile customer care on 1300 882 448, or by email to mail@pivotel.com.au.

IMPORTANT NOTICE

The Call Rates for international direct dialled Calls, Value Added Services, and Special Calls for a Call Plan are subject to variation by Pivotel Mobile at any time in its sole discretion. International direct dialled Calls, Value Added Services, and Special Calls for a Call Plan are generally subject to third party input costs outside the control of Pivotel Mobile, and it is a term of each Call Plan that the Call Rates for these Call Types can be varied by Pivotel Mobile at any time.

International direct dial can be barred on request to Pivotel Mobile at any time. To bar these services, You can contact Pivotel Mobile customer care on 1300 882 448, or by email to mail@pivotel.com.au.