

TERMS OF APPLICATION

You agree that this is an application by you for connection to Think Mobile for the supply of mobile telecommunications services (the Service). You acknowledge that Think Mobile may decline your application without providing you a reason. You agree that if your application is accepted by Think Mobile your use of the Services will be according to Think Mobile's Standard Agreement (a summary of the material terms of which have been provided to you). You acknowledge that you have read the summary, which includes information relating to you discontinuing your use of the Services either prior to, at the end of, or anytime after the end of your initial term. The summary also advises that fees and charges are payable by you during your agreement with Think Mobile, and upon termination if you terminate before the end of your initial term. You can obtain a copy of Think Mobile's standard agreement from Think Mobile upon request, or by visiting www.thinkmobile.com.au. Alternatively you can purchase a copy by contacting the Australian Communications and Media Authority. You acknowledge that your agreement to be bound applies even if you are attempting to port a number and the port fails. Additionally you warrant that the information you have provided to Think Mobile as set out in this application is accurate. If your application is accepted, you consent to Think Mobile using your personal information in accordance with the terms of Think Mobile's Standard Agreement. Your application will be deemed accepted upon your connection to the Service.

SUMMARY OF STANDARD AGREEMENT FOR THINK MOBILE SERVICE

- 1) This is a summary of the terms and conditions for your Service. The full terms and conditions are contained in Think Mobile's Standard Agreement which is available on request from Think Mobile Pty Limited ABN 33 110 992 151 (Think Mobile) by calling customer care on 1300 2 THINK (1300 2 84465) or by visiting the Think Mobile website at www.thinkmobile.com.au. The Standard Agreement is binding on you.
- 2) Your Service enables you to make or receive a call or send or receive text messages, and to use other available carriage services:
 - a) using Vodafone's GSM network service when your GSM handset is within Vodafone's GSM network coverage areas in Australia, and you have selected the Think Mobile Swift network option; or
 - b) using Telstra's GSM network service when your GSM handset is within Telstra's GSM network coverage areas in Australia, and you have selected the Think Mobile Classic network option.
- 3) You will have one mobile number for the Service, and one SIM card. You can use your Think Mobile SIM card in most GSM phones available in Australia. We retain ownership of the SIM card. You must return this to us upon disconnection of the 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 if damage is caused to your SIM card. We will then disconnect or bar your Service (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.
- 4) The Service is billed at the rates set out in the tariff which forms part of the Standard Agreement (Tariff). A copy of the fees and charges included in the Tariff is available by calling customer care on 1300 2 THINK (1300 2 84465) or by visiting the Think Mobile website at www.thinkmobile.com.au. We may vary these fees and charges from time to time. When receiving calls the calling party will pay the usual charges for calls made to a mobile handset. Charges apply if you have diverted your number to another fixed or mobile number.
- 5) When connecting to Think Mobile, you may be subject to a credit limit. If you exceed your credit limit, outgoing calls from your Service may be barred until you have made a payment to reduce the outstanding balance of your account. Think Mobile shall use its reasonable endeavours to advise you if your Service will be barred due to calls made in excess of the credit limit.
- 6) You agree that Think Mobile 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 Think Mobile 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 Think Mobile;

- c) Think Mobile 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 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) Think Mobile may disclose personal information or documents about you to Law Enforcement agencies to assist in the prevention of criminal activities.
- 7) Think Mobile may require a security deposit from you depending on Think Mobile's assessment of your creditworthiness. The Standard Agreement set out circumstances and terms under which a security deposit is required and managed by Think Mobile.
- 8) 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;
 - c) all outstanding fees and charges payable by you for the Service; and
 - d) the balance of any outstanding Handset Payment Plan (HPP) payments for the remaining months of the initial term.
- 9) Unless otherwise agreed, we will invoice you monthly and post a copy of your invoice to your nominated billing 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 Tariff. You will be responsible to pay for all calls made using the Service even if you did not make them.
- 10) Although we will take all reasonable steps to make sure you receive the Service within the Vodafone GSM network coverage area if you have selected the Think Mobile Swift network option, or within the Telstra GSM network coverage area if you have selected the Think Mobile Classic network option, the Service is not free from faults or interruptions. Certain factors, such as network congestion, network downtime and maintenance, and obstructions or interference such as that encountered in buildings may mean you will not receive the Service in certain areas at certain times.
- 11) If you have a complaint about your Service you should try to resolve it first with Think Mobile by contacting us on 1300 2 THINK (1300 2 84465), or informing us by email to mail@thinkmobile.com.au, or by writing to us at Think 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.
- 12) You have rights under the *Trade Practices Act 1974* (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; or
 - b) if the breach relates to services, the re-supply of those services, or paying for the cost of having those services re-supplied.
- 13) You cannot assign your Think Mobile agreement without our consent. We can assign or novate the agreement to our nominee without your consent.
- 14) There are certain events that may result in us suspending, restricting or disconnecting your Service. These events are set out in the Standard Agreement.
- 15) 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 *Telecommunications Act 1997* (Cth).