



# General Terms and Conditions

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## 1. About our Terms and Conditions

### 1.1 Acknowledgement

This document is known as the “General Terms”, and states the standard terms and condition for the supply and use of the E.Tel mobile telephone service. The General Term is part of E.Tel’s Standard Form of Agreement (“SFOA”). The documents that form the SFOA are:

- Your Application Form
- These General Terms
- The Service Description
- The Fair Use Policy

### 1.2 Agreeing to our terms and conditions

When you first sign up to E.Tel you will enter into a contract with us (E.TEL Communications Pty Ltd ABN 84 075 084 329) on the terms of the SFOA. This Agreement sets out the standard Terms and Condition for the supply of E.tel mobile service and the use of the service by E.tel members. The agreement does not have a minimum term. The service can be cancelled at anytime, and this Agreement will come to an end as soon as the terminating party’s remaining obligations are met. If you acquire more than one service from E.tel, then each service will be provided under the terms and conditions of the standard form of agreement for that service.

## 2. Changing the Agreement

### 2.1 Changes to the Agreement we must tell you about in advance

Except for changes described in section 2.2, we will give you at least 21 days notice in writing (normally, by mail) before we make a change to the Agreement that may be detrimental to you, or that could interfere with your enjoyment of the Service. For example, we would provide you with notice of an increase in price for any part of the Service.

### 2.2 Changes to the Agreement we are not required to tell you about in advance

- 2.2.1 Unless expressly stated in the agreement, you cannot make any changes to the agreement without our express consent.
- 2.2.2 We can change the Agreement without first telling you about the change if we believe the change is beneficial to you, or does not interfere with your enjoyment of the Service. For example, we would not tell you about a reduction in price for any part of the Service, or if a new service function becomes available.
- 2.2.3 We may change the agreement by: complying with telecommunications legislation and, in those circumstances set out in the agreement only. E.tel reserves the right to change your plan if E.tel deems it will be beneficial to you.

### 3. Dealing with Personal information

#### 3.1 Identification

- 3.1.1 As a carriage service provider, we may be required under Australian law to establish the identity of our customer before we activate your E.Tel SIM card. If we are unable to establish your identity, or if you give us false or inaccurate information, we will be unable to supply the Service to you.
- 3.1.2 In order for us to meet our legal obligations, we may require that you provide additional information about yourself or proof of your identity from time to time, and we may suspend the service if you fail to supply the required information.

#### 3.2 Collecting and using Personal Information

- 3.2.1 Your personal information is collected and used primarily to enable us to provide the products and services you order from us or our related companies.
- 3.2.2 We also collect and use personal information for related (or secondary) purposes, including billing and account management; business planning and product development; and to provide you with information about promotions, as well as our other products and services.
- 3.2.3 We may be permitted or required by law to collect or disclose your Personal Information in some circumstances, including to assist:
  - Law enforcement agencies and Government agencies, including for the enforcement of criminal and other laws;
  - Emergency services;
  - Law and Operator of the Integrated Public Number Database (IPND)
- 3.2.4 We may disclose your Personal Information to entities that provide service to us relating to the provision of the Service, including SMS or email resenders and to handle payments with regards to you using the Service
- 3.2.5 You give your consent to our use, and the use by any of our suppliers, of any Personal Information we collect from you, provided such use is made in accordance with this Agreement, our privacy policy (as amended from time to time) and relevant privacy laws.
- 3.2.6 These terms and conditions are governed by the laws of the State of New South Wales and you submit to the non-exclusive jurisdiction of the courts of that State. E.Tel acknowledges and respects the privacy of individuals, and is committed to handling your personal information in accordance with the Privacy Act 1988. For a full description of our Privacy Policy please go to <http://www.etel.com.au/policies> or contact us on 1300 383 588.

## 4. Using the Service

### 4.1 Use of the Service

- 4.1.1 When you are using the Service you must comply with:
- The law;
  - All directions by relevant authorities;
  - The E.Tel Fair Use Policy; and
  - All reasonable direction from us, including all directions we are required by law or our suppliers to make.
- 4.1.2 You must not or use or to attempt to use the Service:
- to infringe or interfere with the legal rights of any other person;
  - to expose us or any of our suppliers to liability (other than the obligation to supply the Service to you in accordance with this Agreement)
  - to resell, distribute or reproduce any part of the Service, or operate a contact centre, telemarketing business or related business without our prior approval in writing'
- 4.1.3 We may ask you to stop doing something which we reasonably believe is prohibited by this Agreement. If you do not comply with our request within two business days we or our supplier may take all reasonable steps to ensure compliance, including suspending or cancelling the Service without further notice to you, and notifying relevant authorities.
- 4.1.4 It is your own responsibility to ensure that your own equipment in connection with the service is compatible.
- 4.1.5 It is your obligation to pay us all the charges incurred by using the service via a SIM card provided by us, and all applicable government taxes and charges. You agree that you are responsible for all these charges, irrespective of whether you or another person (with or without)

### 4.2 Exceptionally High Use

- 4.2.1 For your protection and to protect the integrity of the Service, we may contact you, or we may suspend your use of the Service, if we become aware of, or reasonably suspect, use of the Service is unusual. For example, If you make an unusually high volume of international calls or if we see an exceptionally high usage of Value Added Services we may contact you to confirm you are aware of this use of the Service, or we may suspend the Service until we are able to discuss the high volume usage with you.
- 4.2.2 If we exercise our rights to contact you or suspend the Service in accordance with section 4.2.1, you agree that we may do any reasonable thing to satisfy ourselves that the unusual use of Service is appropriate, which may include requiring you to provide evidence of your identity, or your ability to pay for the unusual use of the Service.

### 4.3 Third Party Compliance

When you use the Service, it is your responsibility to comply with any rules imposed by any third party whose content or service you access using the Service or whose network your data traverses.

## 5. Your right as a consumer, and our limitations on responsibility

- 5.1.1 You acknowledge that the Service is a telecommunications service that by its nature is dependent, directly and indirectly, on related services provided by third party suppliers (in other words, suppliers who provide service to us) We do not control and are not responsible for, any interruption, degradation or failure of the service to the extent it is caused or contributed to by these third party supplier.
- 5.1.2 Except where we are liable to you under this Agreement or under *Trade Practices Acts 1974*, you agree that you accept all risk for your use of the Service , and neither we nor our suppliers will have any liability to you for loss suffered in connection with your use of the Service (this includes liability in contract , tort (including negligence) or liability for lost profits , lost revenue, lost savings, any consequential or indirect loss or any claim by a third party, even if we know such loss or liability was possible or was otherwise foreseeable).
- 5.1.3 You acknowledge that we do not control, and neither we nor our suppliers have any responsibility for:
- Your right and ability to use access or transmit any third-party content using the service;
  - The accuracy or completeness of any content which you may use, access or transmit using the service;
  - If there is any unauthorised usage you will still be liable for any charges (note: If your SIM card/phone is stolen please report immediately to 1300 383 588 in order avoid unexpected usage);
  - The consequence of you using, accessing or transmitting any content using the Service, including without limitation any virus or other harmful software; and
  - Any charges which a third party may impose on you in connection with your use of their service that you access through the service.
- 5.1.4 In the case of theft or losing the SIM card, we will endeavour to block the mobile service within 24 hours after receiving your authorization. Please report lost or stolen SIM cards by contacting us directly via the contact details in Section 15.

## 6. Suspending the Service

### 6.1 When we may suspend the service

- 6.1.1 We can suspend, bar, re-direct, restrict or disconnect your use of any or all of the services without your consent, if
- overdue payment not being settled after overdue notice sent
  - your usage of the services is against our Fair Use Policy or in excess of given credit
  - you become (or are likely to become) insolvent, bankrupt or where you are or might be a poor credit
  - if a resolution for liquidation is proposed or passed or proceedings to liquidate you are filed or presented
  - you do not remain connected to the services after a certain period of time
  - you make abusive, offensive, malicious or nuisance use on the services provided to you
  - you copy or modify the SIM card we provide you for re-sell or abuse of the service
  - we reasonably suspect you of using the services for any illegal or fraudulent activity
  - if we are directed to do so by a relevant authority
  - overdue payment not being settled after overdue notice sent
  - if you are a Post-paid customer, and we reasonably consider that you will not, or will be unable to , pay for your use of the service
  - a receiver, manager and/or statutory manager is appointed over any or all of your assets presented

- 6.1.2 We will endeavor to inform you prior to suspension being put in place. Once the service is suspended, barred, re-directed or restricted, additional charges may apply.
- 6.1.3 E.tel will suspend any account that has an outstanding balance for two weeks.

## 6.2 Commencement

Your application shall be processed within 2 working days, while connection may take 3-14 working days. Commencement of the service starts on the date your nominated communications service(s) is successfully connected with us. (We reserve the right to accept or decline your application).

## 6.3 Transfer Service

- 6.3.1 Charges for service provided up to the transfer to another service provider may only appear in the next bill depending on the actual transfer date and the monthly billing period.
- 6.3.2 The provision of our services ceases when the transfer to another provider is formally completed.
- 6.3.3 Any Bonus credit given from E.tel cannot be transferred or refunded

## 7. Cancellation of the Service and termination of this Agreement

### 7.1 Cancellation by you

You may cancel the service at any time by giving us at least 14 days prior notice (please note that you are required to give us a written notice if you do not wish to continue to use the service after the end of the minimum term of a fixed-length agreement, otherwise we will continue to supply the service to you).

In the case of service termination, you are obligated to pay for services provided up to the actual time of service disconnection or the actual time of transfer to the new service carrier.

### 7.2 Cancellation by us

- 7.2.1 We have the right to cancel the Service immediately if:
  - We are required by law to do so;
  - We are directed to do so by a relevant authority
  - There is an emergency;
  - You are a postpaid customer and we reasonably determine that you will not, or will be unable to, pay for your use of the Service.
- 7.2.2 We will provide you with notice of the cancellation of the Service. We are not required to provide this notice to you before cancellation of the service, although we will make reasonable efforts to do so if reasonably possible.

### 7.3 Consequences of termination

When the term of your contract expires, the service will automatically continue on a period-to-period basis unless we receive your prior instruction to discontinue the service. To discontinue before the term expires or to terminate the service after the initial term, a written notice must be made and received before the 15<sup>th</sup> of



each month, then the service and charge will be ceased at the end of the month. If termination occurs within the term, a cancellation fee, plus remainder term contract must be paid off (only applies to certain plans).

Following your request to discontinue the Service, to retain access to the service number, you must:

1. Port your Service Number to another telecommunications carrier; OR
2. Begin a new Service Agreement with us for the service number.

The Service Number will automatically be disconnected in all other cases. In such case, if you wish to reconnect the service for transferring to another carrier or for use in a new contact, a reconnection fee of \$55 will be charged. If we are unable to retrieve your number from the network, this fee will be refunded to you.

## 8. Payment

### 8.1 Billing

- 8.1.1 Billing is carried out on a period-to-period basis in accordance with the plan you select. Initial term begins once the service is activated. If the plan is billed on a month-to-month basis, the Monthly fee is charged in advance. Advance monthly fee is charged every month in advance on a non-refundable basis even if disconnection occurs within the initial period.
- 8.1.2 Payment of all accounts is required by the due date, a date stipulated by us following the Company's billing principle.
- 8.1.3 We reserve the right to deduct any unpaid amount (or part thereof) from your nominated credit card or charge card. If we are unable to charge you successfully and if applicable, your bond will be surrendered.
- 8.1.4 If you do not pay your bill in its entirety by the due date, E-Tel may:
  - i) Charge you a \$10 late payment fee
  - ii) Cancel Your service as per section 4.2
  - iii) Suspend your service as per section 4.3

### 8.2 Direct debit

- 8.2.1 In terms of the Direct Debit Request arrangement made between us and signed by you, we undertake a periodically debit to your nominated account for the full amount on the "Due Date" as shown on the monthly bill.
- 8.2.2 If the payment is due on a non-business day; it will be debited to your account on the previous business day preceding the due date.
- 8.2.3 Any changes related to payment or payment arrangement, we will endeavour to give a notice in writing 14 days prior to any changes being put in place.
- 8.2.4 If you wish to discuss any changes regarding your payment or payment method (including deferring drawing, altering schedule, suspending debit etc), you should contact us by phone or email in advance to avoid surplus charges in case of direct debit or credit card information change occurring late fees.
- 8.2.5 If you believe that a drawing has been initiated incorrectly, please contact our account enquiries department on 1300 383 588 or email us at support@etel.com.au before the due date, otherwise you're expected to pay full amount without delay.

- 8.2.6 Any excessive charge once proved wrongly initiated will be refunded or credited back to your account.
- 8.2.7 It is your responsibility to ensure that: your nominated account can accept direct debits (please confirm with your financial institution) and that there will be sufficient cleared funds in the nominated account. Please advise us if your nominated account is transferred or closed to avoid extra charges, refer to section 6.

## 9. Extra Fees and Charges

With regards to our products of telephone, internet, mobile services, some fees & charges may apply, if necessary:

- Overdue Fine (late payment fee) \$11
- Unsuccessful Direct Debit \$10
- Account Un-suspension fee \$50
- Mobile SIM card replacement fee \$15
- Porting out fee \$20\* applies to specific plans only, does not apply if you are porting out a number that was originally transferred by you into E.Tel.

*Note:* All over due accounts not paid within sixty (60) days after the invoice date will be handed over to a debt collection agency and we shall be entitled to charge 12% interest (1% per month) on all overdue accounts from the due date until the date of actual payment. Any expenses, costs or disbursements incurred by us in recovering any outstanding monies from your account, including debt collection agency fees and solicitors costs shall be paid by you.

## 10. Liability

### 10.1 Your liability

You are liable to us for any breach (essential, non-essential) of the agreement that causes foreseeable substantial loss to us. You are not liable to us for any consequential loss we sustain or for any costs, expenses, loss or charges that we incur which is not a direct result of an action you have done

### 10.2 Our Liability

E.Tel has the rights and obligation to its customer under the laws of Australia that bind us including: Telecommunication legislation, The Fair Trading Act 1989, and other applicable laws, regulations and code. We are liable for any damage to your property, substantial interruptions to the use of your service and deal or personal injury caused by our staff due to their negligence or fraud. We are not liable for any consequential losses you suffer or for any costs, expenses, loss or charges that you incur. None of the covenants in this agreement can affect the rights and obligation we owe under the law.

## 11. International Roaming

### 11.1 To Activate

International roaming on mobile phone is disabled by default on our services. You must contact us on 1300 383 588 to activate international roaming prior to travelling outside Australia.



## 11.2 Call rate

International call and data rates are generally far higher than the rates in Australia, and are generally not included in your mobile phone plan or bundle. Even short periods of international roaming can result in large phone bills, which you will be liable to pay.

## 12. Dealing with Complaints

We are here to help! Please contact us if you wish to give feedback or make a complaint. Summary of our complaint handling process is available here: [www.etel.com.au/policy](http://www.etel.com.au/policy)

## 13. Financial hardship

Our Financial Hardship Policy is available here: [www.etel.com.au/policy](http://www.etel.com.au/policy)

## 14. Commissions

You acknowledge that we may pay commissions to agents or other parties who introduce you to us, or assist us in making this Agreement with you.

## 15. Contacting us

<b>Phone:</b>	<b>1300 383 588</b>
<b>Email:</b>	<a href="mailto:support@etel.com.au">support@etel.com.au</a>
<b>Address:</b>	S204, 66 Berry Street North Sydney, NSW 2060
<b>Postal Address:</b>	PO BOX 6093 North Sydney NSW 2059