

SMSPup Mobile – Summary Standard Form of Agreement.

Overview

1. This is a summary of the terms and conditions for your mobile digital telecommunication service. The full terms and conditions are contained in the Standard Agreement itself which is available on request from SMSPup Mobile and at www.smspupmobile.com.au . The standard agreement is binding on you.
2. Your mobile, telecommunications service will be provided by Reward Mobile Pty Ltd trading as SMSPup Mobile (Provider).
3. Your standard agreement begins when you are first connected to the SMSPup Mobile Network. If you have not signed a service term agreement with the Provider, you may discontinue your connection at any time by written notice, for more information visit www.smspupmobile.com.au.
4. We will invoice you for the services in accordance with the tariff rates. You can obtain a copy of our fees and charges from us upon request by calling 1300 123 787. We may vary these fees and charges from time to time, including for GST purposes. You will be notified of the variations.
5. Unless otherwise agreed, we will invoice you monthly.
6. Bills are issued free of charge via online billing. All bills issued must be paid via Credit Card or Debit Card.
7. You must pay each invoice on the due date as stipulated on your bill. We may charge you interest on your overdue accounts. You will be responsible to pay for all calls made using your mobile services.
8. We may disconnect your connection if you do not make a chargeable call in any 365 day period.

Privacy

9. From time to time the Provider and/or their agents and service providers may collect personal information from you. Telecommunications and privacy legislation impose strict obligations on the Provider to protect the confidentiality of your personal information and to respect your privacy. You are able to gain access to your personal information that we hold. You may contact the Provider by calling 1300 123 787. Your personal information is collected in order to provide you with a telecommunications services. The Provider may also use your information for purposes that are related to providing you with a telecommunications service which would be reasonably expected to (such as keeping you informed

about features of our telecommunications services or conducting analysis in order to provide better service to you).

10. The Provider may disclose or receive personal information or documents about you to; a. Credit card providers or credit reporting agencies for the purposes permitted under the Privacy Act; b. Law enforcement agencies to assist in the prevention of criminal activities; c. Our service and content providers, dealers and agents, or any company within the Provider group for purposes that are related to providing you with telecommunications service which would be reasonably expected.
11. Unless you consent, we will not disclose your personal information to third parties, other than those who have contracted with the Provider to keep the information confidential, or who are subject to obligations to protect your personal information.

General

12. You acknowledge that, we will take all reasonable steps to make sure that you receive the mobile service within our coverage areas, the mobile service is not free from faults or interruptions. Certain factors, such as network congestion, maintenance, geographic factors, obstructions or interference may mean you will not receive the mobile service in certain areas at certain times. Where you send or receive information services as a part of the mobile service, we do not warrant the accuracy of the information in, or the security of, those services.
13. We retain the ownership in the SIM card. You must return this to us upon disconnection of the mobile service. We may charge you a SIM card replacement fee if you fail to return the SIM card within 30 days of 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 this time) until the SIM card is replaced or repaired. We may charge you a SIM replacement fee unless we are at fault.
14. If goods or services provided to you are of kind ordinarily acquired for domestic, personal or household use, you have certain rights under the Trade Practices Act which we cannot limit. Where we are unable by that Act to exclude our liability but we are permitted to limit that liability, our liability for such breaches are limited at our choice to; a. If the breach relates to goods, the replacement or repair of goods; b. If the breach relates to service, the re-supply of those services, or paying for the cost of having those services re-supplied.
15. Except in circumstances which result from the willful misconduct or reckless act or omission of the Provider, you agree to indemnify the Provider from all claims, actions, damages, losses, liabilities, costs, charges, expenses, outgoings or payment which the Provider pays, suffers or incurs, or is liable for in respect of use of your service or the Provider's network.

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16. You cannot sign your Provider Agreement to another party or individual without our consent. We can sign or novate the agreement to our nominee without your consent.
17. There are certain events which may result in suspending, restricting or disconnecting your mobile service. These events are set in the Standard Agreement.
18. We may vary the terms of the Standard Agreement from time to time. If the Agreement is detrimental we will put a notice in your monthly bill which complies with the Telecommunications Act.