

# mobile caps terms & conditions

Motion Telecom Pty Ltd ABN 34 002 600 876

## Standard Agreement for the Supply of Telecommunication Services

We thank you for becoming a Customer with the 'straight talking' company and taking the time to read this Agreement

"Service" means the mobile digital Service and for the avoidance of doubt, excludes any pre-paid or satellite service;  
"We, Us and Our" means Motion Telecom Pty Limited ABN (34 002 600 876);  
"You and Your" means You the Customer who subscribes to Our Service;

### 1. Our Partnership with You

- 1.1 This Agreement is binding once We have accepted Your request for the mobile Service and We shall connect Your Service after You have provided Us with valid and correct user details;
- 1.2 We shall open the account in Your name and then You shall be responsible for all charges incurred as a result of the Service. This also includes charges on Your Service, which may or may not have been incurred by You personally;
- 1.3 Our partnership with You shall incorporate any terms and conditions applying to Our Service that must be included by any laws, industry standards and codes;
- 1.4 We will provide the Service for You until the end of the term permitting the terms outlined in this Agreement are followed;
- 1.5 We may vary, alter, replace or revoke any part of this contract (including Our fees) at any time. You will be provided with the changes in writing either by mail on Our Website at [www.motiontelecom.com.au](http://www.motiontelecom.com.au);

### 2. Our Service to You

- 2.1 We will make Our best efforts to offer the Service to You at all times but please be aware that the Service is not free from faults and or interruptions. These can be due to factors outside of Our control, such as Weather and faults in phone networks;
- 2.2 Our Service is only available to You, if You:
  - (a) Stay within the range of the network;
  - (b) Do not become involved in or try to use the Service in a manner that is deemed to be improper, immoral, unauthorised or unlawful;
  - (c) Provide Us with all information and co-operation that We may need in relation to the mobile Service;
  - (d) Abide by the terms and conditions in this Agreement.

### 3. What We ask of You

- 3.1 As the Customer, You must:
  - (a) Keep the SIM safe and in good condition;
  - (b) Acknowledge that any SIM provided to You is the property of Motion Telecom and You must return the SIM back 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. Please contact Our Customer care on 1300 13 33 99 if Your SIM is lost stolen or damaged.
  - (c) Provide Motion Telecom all information and co-operation it may require in relation to the Service;
  - (d) Agree not to claim any legal interest and good will in any number allocated to You by Motion Telecom. Also, You agree that in order for Us to comply with Numbering Regulations We may need to change, withdraw, suspend or reassign Your phone number.
- 3.2 As the Customer You must not:
  - (a) Become involved in, or try to use, any public mobile telecommunications Service or SIM card/s in any fraudulent or unauthorised way or knowingly or negligently allow another person to do so;
  - (b) Do not jeopardise the operation of the network or knowingly or negligently allow any other person to do so;
  - (c) Disclose any confidential information or security number such as Your enquiry password or personal identification number;
  - (d) Use the CLI information derived from the CLI except in accordance with the Act;
  - (e) Not sell or redistribute any part of this Service.

### 4. Charges and Payment

- 4.1 You authorise Motion Telecom to conduct a credit check. You must pass a credit check at the time You ask to be connected to Our Service;
- 4.2 We will bill You for the services in accordance with Our tariff rates. Motion Telecom reserves the right to vary these fees and charges from time to time, including for GST purposes. You will be notified of the variations and a copy of our pricing and charges can be obtained from Us upon request by calling our Customer Care on 1300 13 33 99.
- 4.3 All Motion Telecom Mobile Cap services are payable strictly via Direct Debit. Your Mobile Cap Fee and Variable Charges will be deducted on the due date specified each month, via direct debit from a credit card or bank account approved by Motion Telecom. Bills will be issued free of charge via email each month. If You require a paper bill from us, a \$2.20 processing fee will be payable. Not all calls may be itemised on a paper bill. For more information call our Customer Care on 1300 13 33 99.
- 4.4 If charges can not be paid via the specified Debit Debt account supplied

by You on the due date, this will be classified as a breach of this contract and We can cancel Your Service immediately. Subsequently We may charge You all disbursements and cost associated with recovering outstanding monies relating Your account;

- 4.5 Motion Telecom may pay an agent a commission for introducing You to the Service;
- 4.6 On Your behalf We will monitor Your account for unusual and improper use and as such Your account will have a pre set spending limit. When Your mobile exceeds that pre set limit You will be contacted and an advance payment may be required on Your Service. We can alter the limit at Our discretion. For more information regarding the pre set limit please do not hesitate to contact one of Our Customer care representatives;

### 5. Service Conditions

- 5.1 Credit awarded on all Our Mobile Caps can be used on all Standard calls to landlines and mobiles, voicemail retrieval, ring alert, calls to selected IDD destinations, SMS, MMS and GRPS. Credit can also be used towards selected international destinations calls including; Canada, China, Hong Kong, India, Indonesia, Ireland (Republic), Italy, Japan, Korea South, Macau, Malaysia, New Zealand, Philippines, Singapore, Sri Lanka, South Africa, Taiwan, Thailand, UK and USA. If Your usage of these services exceeds the credit awarded with Your selected Cap, You will be charged the cost of Your Cap and additionally for any of the services used above the credit awarded, plus any excluded services.
- 5.2 All Motion Telecom Mobile Cap's have a minimum monthly spend. If You use more than Your minimum monthly spend, but less than the cost of Your Cap, You will only pay for what You use plus any extra excluded services.
- 5.3 On all Our Cap's, calls and services for which You will be charged in addition to Your chosen spend level include international calls, international roaming, special numbers and TXT, including Premium numbers and TXT, 1900 numbers, competitions and mobile commerce transactions.
- 5.4 Credit awarded on any Motion Telecom Cap cannot be carried over if it has not been used within the 1 month billing period. Credit which is not used by the end of each billing period or when You terminate Your agreement with Motion Telecom is forfeited.
- 5.5 When changing from one Motion Telecom Cap to another, any unused credit from Your previous Cap is forfeited immediately. A fee of \$5 is payable if You have switched between Motion Telecom Caps more than once.
- 5.6 When You choose a Motion Telecom Cap, Your selected minimum monthly spend is payable for each full monthly billing period in advance and is non-refundable. Additional charges are billed at the end of each month. Additional charges are billed at the end of each monthly billing period in arrears. Upon connection, as You will not have commenced Your first full billing period, Your selected minimum monthly spend for that initial period will be billed on a pro rata basis, Your first bill will also contain Your selected minimum monthly spend for the next full monthly billing period and any additional call usage charges.
- 5.7 All Motion Telecom Cap's are bound to a 12 month contract. An early termination fee is applicable and charged in the following way; minimum monthly spend multiplied by the months remaining in Your contract.
- 5.8 All calls are billed in 30 sec increments and incur a 35c connection fee.
- 5.9 GPRS services are charged at 2c per KB, with a 20c connection fee.
- 5.10 All Our Caps offers are available until withdrawn or amended with 30 days notice.

### 6. Your mobile

- 6.1 As Our Customer, Motion Telecom will provide You with 2 payment options for the purchasing of a mobile Handset. You can purchase Your chosen mobile in a one off payment or in pre defined monthly installments; When You purchase a handset by installments You must agree to the conditions of the finance company, which will be a 3rd party. Terms of finance are provided for in a separate contract.
- 6.2 If You chose to obtain a "Straight Talking" plan Your handset installments are included in Your package and You wont have to make any additional payments, so long as You maintain the minimum spend commitment for the duration of the Agreement;
- 6.3 If at any time You cancel or change Your Service with Us, You will be liable for the outstanding amount. This outstanding balance will be calculated as a pro-rata of the 24-month instalment price of the phone from the date it was bought and any upfront installments still owing (if applicable);
- 6.4 Until the expiry of the term, We will always retain the legal and beneficial ownership of, and You have no rights to, the hardware, other than to use the hardware during the term;
- 6.5 Once Our partnership term is over ownership of the Hardware becomes Yours.

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