

## TERMS OF APPLICATION

You agree that this is an application by You for connection to CMOBILE for the supply of mobile telecommunications services (**Service**). You acknowledge that CMOBILE may decline your application without providing You a reason. You agree that if Your application is accepted by CMOBILE Your use of the Services will be according to CMOBILE's Standard Agreement (a summary of the material terms (**Summary**) of which has been provided to you with these Terms of Application). 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 Contract Term. The Summary also advises that fees and charges that are payable by You during Your agreement with CMOBILE, and upon termination if You terminate before the end of Your Contract Term. You can obtain a copy of CMOBILE's Standard Agreement from CMOBILE upon request, or by visiting [www.cmobile.com.au](http://www.cmobile.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 CMOBILE as set out in this application is accurate. If Your application is accepted, You consent to CMOBILE using Your personal information in accordance with the terms of CMOBILE's Standard Agreement. Your application will be deemed accepted upon your connection to the Service.

## SUMMARY OF STANDARD AGREEMENT FOR CMOBILE SERVICE

1. This is a summary of the terms and conditions for your Service. The full terms and conditions are contained in CMOBILE's Standard Agreement which is available on request from CMOBILE PTY LTD ABN 53 158 824 447 (**CMOBILE**) by calling Customer Care on 1300 545 000 or by visiting the CMOBILE website at [www.cmobile.com.au](http://www.cmobile.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 the Vodafone Mobile Network when your 3G/GSM handset is within Vodafone's 3G/GSM network coverage areas in Australia, and you have selected the CMOBILE C Red plan option; or
  - b) using Part of Telstra's 3G Mobile Network when your 3G/GSM handset is within part of Telstra's mobile network coverage areas in Australia, and you have selected the CMOBILE C Blue plan option.
3. You will have one mobile number for the Service, and one SIM card. You can use your CMOBILE SIM card in most 3G/GSM phones available in Australia. We retain ownership of the SIM card. You must return the SIM card 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 Critical Information Summary which forms part of the Standard Agreement. A copy of the fees and charges included in the Critical Information Summary is available by calling Customer Care on 1300 545 000 or by visiting the CMOBILE website at [www.cmobile.com.au](http://www.cmobile.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 CMOBILE, 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. CMOBILE 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 CMOBILE 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 CMOBILE 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 CMOBILE;
  - c) CMOBILE 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 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) CMOBILE may disclose personal information or documents about You to Law Enforcement agencies to assist in the prevention of criminal activities.
7. CMOBILE may require a security deposit from You depending on CMOBILE's assessment of your creditworthiness. The Standard Agreement set out circumstances and terms under which a security deposit is required and managed by CMOBILE.
8. If You request us to, or we validly discontinue Your connection within Your initial term, You must pay us:
  - a) the Monthly Access Charges for the remaining months of the Contract Term;
  - b) an early termination fee as set out in the Critical Information Summary; and
  - c) all outstanding fees and charges payable by You for the Service.
9. Unless otherwise agreed, We will invoice you monthly and email 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 Standard Agreement. 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 Mobile Network coverage area if you have selected the CMOBILE C Red Plan option, or within Part of Telstra's Mobile Network coverage area if you have selected the CMOBILE C Blue plan 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 Us by contacting us on 1300 545 000, or informing us by email to [support@cmobile.com.au](mailto:support@cmobile.com.au), or by writing to us at CMOBILE PTY LTD, PO Box 21140, World Square NSW 2002. 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. Our obligations to You relating to the Service are set out in the Standard Agreement or in any applicable laws. The Australian Consumer Law sets out certain guarantees that apply to the supply of goods and services by Us that cannot be excluded. We are liable to You if we breach a

guarantee (subject to any limitation on Our liability as permitted by law and set out in the Standard Agreement).

13. You cannot assign your CMOBILE agreement without Our consent. We can assign or novate Our agreement with You 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, a Call Plan and any feature of the Services from time to time. If the variation could reasonably be expected to have a material adverse affect on You, We will provide you with reasonable notice of the Variation. If we reasonably consider that a change to the Standard Agreement is likely to benefit you or is not detrimental to You, We may make the change immediately and are not required to tell You. We suggest You review the Standard Agreement periodically.