

Terms and Conditions

Lebara Pre-paid Mobile Services Standard Form of Agreement

Under the Telecommunications Act, We may enter into a contract with Our Customers by way of a Standard Form of Agreement ("Agreement"). This Agreement contains the terms and conditions on which we provide Our Services to You. The Agreement shall remain valid and active until terminated in accordance with the terms and conditions herein. Any natural person, legal entity or partnership, who uses the Services (when Your account is first activated) will be deemed to have accepted the terms and conditions set out in this Agreement and will be referred to as a Customer of Lebara. The Agreement shall apply to all Services provided by Lebara, whether for a fee or free of charge. The currently valid and binding version of the Agreement is available on the internet at www.lebara-mobile.com.au.

General Terms and Conditions

1 Lebara Standard Form of Agreement

1.1 **Lebara Australia Limited ACN 132 846 738 ("Lebara")** will provide You with the Services in accordance with the terms and conditions of this Standard Form of Agreement ("Agreement"), the Standard Rate Table, set out in Appendix 1 ("Standard Rate Table") and any documents validly incorporated by reference.

1.2 The Agreement commences when You purchase and are provided with a Lebara pre-paid product.

1.3 To the extent permitted by law, Lebara may vary its Services or its charges from time to time without notice to You. Lebara may also vary this Agreement by giving You reasonable notice. This Agreement, as amended from time to time, will be available on the Website at www.lebara-mobile.com.au.

1.4 Defined terms are set out in clause 21.

2 The Services

2.1 Services Description

2.1.1 The Services allows You to:

- (a) make voice calls from and receive voice calls to Your mobile phone; and
- (b) send content from and receive content to Your mobile phone, on the Lebara Mobile Network for Your own personal or business use only. Please see clause 2.5 for additional services/features offered by Lebara as part of the Services.

2.1.2 The Services can be used to make voice calls from Your mobile phone to:

- a) any other mobile phone connected to any mobile telecommunications network in Australia;
- b) any fixed line phone connected to any fixed line telecommunications network in Australia;
- c) international telephone numbers;
- d) 13, 1300 and 1800 numbers and other Australian telephone numbers as specified on Our Website from time to time; and
- e) other numbers listed in the Standard Rate Table Appendix 1.

2.1.3 The Services can be used to access other services, including, but not limited, to SMS and MMS.

2.1.4 The following restrictions apply to the use of the Services:

- a) the Services do not support paging or faxing services; and
- b) roaming services (the ability to use the Lebara SIM card in a country other than Australia) will not be available.

2.1.5 The Services cannot be used to call:

- a) premium rate numbers;
- b) international destinations using 0015 and 0019 numbers; and
- c) any other special numbers as determined by Lebara which may be disclosed on the Website from time to time.

2.2 How the Services are Supplied

2.2.1 The Services are supplied in the following way:

- a) Lebara supplies the Services to You.
- b) Vodafone supplies the Services to Lebara and Lebara resupplies the Services to You.

2.2.2 Lebara may change a Supplier used in the supply of the Services, its products or its charges from time to time. We will provide You with reasonable notice where these changes are adverse to You.

2.3 Provision of Services

2.3.1 The Services supplied under this Agreement shall continue to be supplied for 90 days ("Initial Period") following Your Activation or last Recharge of the Services provided that You have sufficient Call Credit except in the event that this Agreement is terminated earlier in accordance with clause 3. During the Initial Period, no restrictions will apply to Your use of the Services, except as provided in this Agreement.

2.3.2 Where You Recharge the Services during the Initial Period, the Initial Period will restart and the Services shall be continued to be supplied to You for a period of 90 days from the last Recharge subject to the terms and conditions of this Agreement. In addition, You will retain any unused Call Credits pertaining to the relevant Services.

2.3.3 Following the Initial Period, you will be provided with a 10 day "Grace Period" during which no restriction will apply to the Services subject to the terms and conditions of this Agreement. If You Recharge during the Grace Period any unused Call Credits pertaining to the relevant Services will be retained by You. On such Recharge, the Grace Period will end and the Initial Period will restart. If You do not Recharge during the Grace Period, You will forfeit any remaining Call Credits pertaining to the relevant Services.

2.3.4 Where no Recharge occurs during the Initial Period and the Grace Period, then for the next 10 days after the end of the Grace Period ("Dormant Period") You are able to receive but not make or send calls, SMS and MMS, however You are able to make Emergency calls and calls to the Lebara Customer Care Helpline from Your Lebara Mobile (126 122). You will forfeit any remaining Call Credits pertaining to the relevant Services. During the whole of the Dormant Period, You are able to Recharge after which date the Dormant Period will end and the Initial Period will restart.

2.3.5 Where no Recharge occurs during the Initial Period, Grace Period or Dormant Period, then for the next 10 days after the end of the Dormant Period ("Suspended Period") You will not be able to use any of the Services, including receiving, making or sending calls, SMS and MMS, however You are able to make Emergency calls and calls to the Lebara Customer Care Helpline from Your Lebara Mobile

(126 122). You are able to Recharge during the Suspended Period after which date the Suspended Period will end and the Initial Period will restart.

2.3.6 If You do not Recharge before the end of the Suspended Period, the Services will be terminated at the end of the Suspended Period. You will also lose Your MSN and Lebara will be unable to return it to You.

2.3.7 To make outgoing calls or use additional services, Lebara requires that the Call Credit be sufficient to cover the charges for the type of call service You are attempting to use or make. If it is insufficient, You will be unable to make the outgoing call or use the additional service.

2.3.8 Lebara will not connect a call if Your Call Credit is insufficient to meet the minimum charges applicable for the type of call You are trying to make.

2.3.9 We may terminate a call without notice if Your Call Credits fall below \$0 during a call. For example, if Your Call Credits are exhausted during the course of a call, the call will automatically terminate without further warning.

2.3.10 Call Credits need to be added (via Recharges) when You do not have the minimum Call Credits to make a call.

2.3.11 Call Credits which are added to Your account via Recharges need to be activated. You may do this by:

a) accessing the menu on a mobile phone compatible with the Services. You will need to select "Account" on the menu, then "Payment" then "Voucher" and then follow the instructions; or

b) visiting the website www.lebara-mobile.com.au/recharge and entering Your voucher PIN; or

c) visiting the website www.lebara-mobile.com.au/recharge and using Your credit card.

2.3.12 If You have pre-registered Your credit card details You can also Recharge with \$10 or more by accessing the menu of a mobile phone compatible with the Services. You can do this by selecting "Account" from the menu, then "Payment" and then "Credit" and then following the instructions.

2.3.13 For the avoidance of doubt, Call Credits are not redeemable for cash.

2.4 Accessing the Services

2.4.1 To obtain the Service, You will need to apply for a Lebara Starter Pack or SIM Pack. No mobile phone is provided with the Lebara SIM pack.

2.4.2 You acknowledge and agree that Lebara will subject the information that You submit on Your order to a verification check.

2.4.3 If purchasing via Our Website and Your order is accepted, Your Lebara pre-paid SIM Pack or Starter Pack will be dispatched to You. Your order will be delivered to the delivery address You specify in the order.

2.4.4 Once You have received Your SIM Pack or Starter Pack, You will need to register the Service and select any optional Service features, if applicable.

2.4.5 You may only Port Your existing MSN when You first activate Your SIM card via the Website. Alternatively, You may call Us on 126 122 from Your Lebara Mobile or 1300 126 122 from any other phone during Lebara's standard hours of operation.

2.4.6 The SIM card is ready to use once You have successfully activated the Service by calling Our Customer Care Helpline or via the Website.

2.4.7 You may only Recharge by following the processes outlined in clause 2.3.11 or 2.3.12.

2.5 Additional services/features offered by Lebara

2.5.1 SMS

- a) A standard text message is 160 characters long, but some mobile phones permit You to send longer ones. In that case, the message will be divided up into the number of texts required to convey the message. Each one of these will be charged at the standard rate.
- b) Receiving text messages from another mobile phone whilst in Australia is free. Additional charges may apply to sending text messages to a non-Australian based phone, long text messages, and text messages which are reversed charged as these are not included in standard rates.
- c) The cost for sending a text message is deducted from Your recharge credit shortly after it has been sent. Delivery of text messages is not guaranteed.
- d) SMS can be sent to premium rate numbers.

2.5.2 MMS

- a) Using Lebara MMS, You can send long text messages, picture messages and video messages. A long text message, picture message and video message is limited by Your mobile phone capacity.
- b) If a message contains multiple media items, You will be charged for the most expensive item in the message. For example, for a message containing a picture and a video clip, You will be charged the video message price.
- c) Premium rate and reverse charge messages are not included in the standard rate so additional charges may apply. Please note that not all mobile phones can send and receive MMS.
- d) MMS can be sent to premium rate numbers.

2.5.3 Voicemail

- a) All incoming voice calls which are not answered or which are received when the product is busy, switched off or out of coverage will be automatically diverted to the Lebara voicemail service. To alter this functionality, call the Customer Care Helpline from your Lebara Mobile (126 122).
- b) In the interest of other users, We must limit the number and duration of the messages that can be left on Your voicemail service which is 2 minutes per message. You may leave up to a maximum of 20 voicemail messages in any 7 day period. Please note that confidentiality of messages is not guaranteed. You must not (nor allow others to) record any abusive, obscene or hoax messages likely to cause offence.

2.5.4 Lebara will provide the additional services You request provided the additional services are available on Your SIM card and mobile phone. You may need to select some of the additional services when applying for or registering the Services.

2.6 Use of Services

2.6.1 In using the Services, You must:

- a) comply with all Laws, all directions of a regulator and reasonable directions of Lebara, and in relation to the investigation of any offences;
- b) give Us all information and cooperation that We may reasonably require to provide the Services to You;

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c) comply with the terms of any legislation, standards, content requirements or codes issued by any relevant authority or industry body; and

d) observe this Agreement, and any and all other contractual provisions.

2.6.2 You must not use, attempt to use, or permit the use of the Services:

a) in contravention of any applicable Law or to infringe another person's rights;

b) to expose Lebara to liability;

c) in any way which damages, interferes with or Interrupts the Services, the use of the Services by other customers of Suppliers, or interferes with any telecommunications network, equipment, or facilities, or cabling controlled by a Supplier to supply the Services;

d) for any improper, indecent, immoral, obscene, unlawful, harassing, harmful, unauthorised, defamatory, tortious, offensive or fraudulent purpose or to cause any injury, offence or annoyance to any person or property, or to send unsolicited commercial messages to any person;

e) to gain or permit or allow actively or inactively to permit any third party to attempt to gain, unauthorised access to the Services or to use the Services to access the internet; or

f) to commercially exploit the Services to the detriment of Lebara or any third party, including, but not limited to, reselling the Services. Reselling may only occur upon the prior written consent of Lebara which may be withheld for any reason; or

g) to be resold or resupplied to any person.

2.6.3 Lebara may ask You to stop doing something which Lebara reasonably believes to be contrary to clause 2.6.2. You must immediately comply with any such request. In the event You do not comply, Lebara may take all reasonable steps necessary to ensure compliance with clause 2.6.2, including suspending or disconnecting Your Service.

2.6.4 You acknowledge that Lebara may be required by law to intercept communications over the Service and may also monitor Your usage of the Service.

2.6.5 Usage of the Services and Lebara SIM card is limited to fair and reasonable usage. Our Services and Standard Rate Table assume fair usage of the Services by You. In the event of fair usage not being sustained on Your account, Lebara reserves the right to ask You to vary Your use, review the rates and tariffs applied to Your account or to suspend or terminate the Services. In this event, such termination shall be deemed to have been made by You.

2.6.6 You are wholly responsible for the security and use of Your mobile phone and SIM card and indemnify Lebara against all claims which may arise through Your use of the Services. This includes the use of Services that incorporate new technologies such as SMS, MMS and other additional services offered by Lebara for use on Your mobile phone.

3 Termination of the Agreement

3.1 Either Lebara or You shall be entitled to terminate this Agreement by giving 30 days' written notice to the other. Subject to an administrative fee, Lebara may provide a refund of any remaining Call Credits for Your Services where Lebara terminates this Agreement if You request such a refund in writing during such notice period addressed to Lebara Mobile Customer Care, Level 6, 61 Lavender Street, Milsons Point, NSW 2061. No refund will be available for any Call Credits where You are in breach or have breached this Agreement, or where this Agreement has been terminated by You.

3.2 Lebara shall be entitled to terminate this Agreement immediately where You are in breach of Your obligations under this Agreement or in the event of Lebara being unable to provide the Services or where You are suspected of involvement in fraud and/or gross negligence.

3.3 Where You do not Recharge for a continuous period of 120 days following Your Activation or last Recharge of the Services, this Agreement will terminate automatically and shall be deemed to be terminated by You.

3.4 If You are an individual, in the event of Your death, Lebara reserves the right to terminate this Agreement without notice as soon as Lebara becomes aware of Your death. Your estate must pay all outstanding charges under this Agreement.

3.5 Termination is without prejudice to the rights and obligations of the parties which have accrued prior to termination.

3.6 The right to immediately terminate the contract for due cause remains reserved by Lebara.

4 Suspension and Disconnection

4.1 Suspension or Disconnection from the Services

4.1.1 In addition to Our rights under the terms of this Agreement, We may suspend or disconnect the Services in whole or in part at any time without notice or liability where:

- a) We are required to do so by law;
- b) a relevant agency or authority such as the ACMA directs Us to do so;
- c) You fail to comply with one or more of the terms and conditions of this Agreement until the breach (if capable of remedy) is remedied;
- d) there is any technical failure, modification, upgrading, maintenance of the Network or other valid reason (but in that event all reasonable efforts shall be made to minimise such Service disruptions and We will procure resumption of the Services as soon as reasonably practicable);
- e) You do, or allow to be done, anything which in Our reasonable opinion may have the effect of jeopardising the operation or quality of the Services or causes interference with the Network;
- f) We believe that You have used the Services to commit unauthorised, criminal or unlawful activities;
- g) You inform Us that You have lost or damaged Your SIM card;
- h) it is reasonably required in the event of an Emergency.
- i) We suspect on reasonable grounds that Our record of information about You contains incorrect information; or
- j) You do not provide Us with the required information under this Agreement.

4.1.2 Lebara may investigate any complaint made, whether by or against You and reserves the right to suspend the Services if a complaint has been made against You pending the results of the investigation of the complaint.

4.1.3 A service which has been suspended is not able to undertake any of the Services, including receiving, making or sending any calls, SMS or MMS other than making calls to Emergency Services or to the Lebara Customer Care Helpline from your Lebara Mobile (126 122).

4.2 Permanent Disconnection from the Services

4.2.1 Lebara may permanently disconnect Your Service from the Network where:

- a) this Agreement is terminated pursuant to clause 3.3;

- b) the facilities of Lebara and the Lebara Network are put at risk;
- c) You fail to use the Services in accordance with clause 2.6;
- d) You do anything which Lebara believes may damage the Network;
- e) a regulator or relevant authority requires Lebara to do so;
- f) You have not done what You have promised Lebara You would do, even after Lebara has given You seven extra days to do so;
- g) Lebara believes that You have used the Services to commit unauthorised, criminal or unlawful activities;
- h) Lebara has an incomplete record of information about You, and You fail to promptly provide Us with the relevant details upon Our request;
- i) it is reasonably necessary to enforce the criminal laws or laws imposing pecuniary penalties, protect the public revenue or safeguard national security;
- j) a criminal law enforcement agency requests Lebara to disconnect You because it has a suspicion on reasonable grounds that You have used, or are likely to use, the Services to engage in criminal conduct; or
- k) Lebara believes on reasonable grounds that the use of Your mobile phone or equipment infringes the Intellectual Property Rights of any third party.

4.2.2 When disconnected from the Network:

- a) You lose the right to use Your MSN and Lebara is unable to return it to You;
- b) You must immediately return the SIM card to Lebara;

and

- c) this Agreement terminates immediately and You forfeit any remaining Call Credits.

4.2.3 Lebara reserves the right to charge You the SIM card replacement fee for SIM cards not returned within 7 days of cancellation.

4.2.4 Without limiting any other rights Lebara may have under this Agreement, Lebara may cancel the Services by 30 days' notice published in at least one major daily newspaper in each capital city in Australia.

5 Network Information

5.1 Quality of Service

5.1.1 The Services are not available in all areas of Australia. The quality and the availability of the Services are subject to certain limitations, including, the proximity of base stations and circumstances beyond Lebara's control. These circumstances include geographic and atmospheric conditions, and the functional capability of the mobile phone used in connection with the Services.

5.1.2 The Services might also be adversely affected by other circumstances beyond Lebara's control, including, but not limited to, the following:

- a) Your level of use;

- b) too many people trying to use the Network at the same time;
- c) adverse weather conditions; and
- d) Your location, physical features (such as buildings and underpasses) and by atmospheric conditions or other causes of interference.

5.1.3 Within a service area, it is technically impracticable to guarantee and Lebara does not guarantee that the Services are available in each place within that area, or that 'drop-outs' will not occur in the course of a call or that capacity is available at all times or that the Service is free of faults or error. Similarly, Lebara does not guarantee that all traffic can or will be transmitted by the Network or that there will be absolute protection of its Network against unauthorised access or interception.

5.1.4 You acknowledge that You are responsible for inquiring whether Network coverage is available in areas in which You ordinarily require the Service prior to the purchase of the Service.

5.1.5 You also acknowledge that the Services may not be available from time to time as a result of circumstances beyond Lebara's control, including (but not limited to) factors identified in clauses 5.1.1 and 5.1.2.

5.1.6 Lebara does not warrant that the Services will be free of blockages, delays, Network failure, congestion, interferences or faults of any kind. Lebara will not be responsible for any loss or damage that may arise as a result.

5.2 Fault Reporting and Rectification

5.2.1 As soon as You become aware of any fault in the Services, You must report that fault to Lebara by calling Our Customer Care Helpline or e-mailing Us at care@lebara-mobile.com.au. Before reporting a fault to Lebara, You must take all reasonable steps to ensure that the fault was not a fault in Your mobile phone or equipment and that You are using the Service and equipment correctly.

5.2.2 You must provide all necessary assistance to enable location and rectification of any fault regardless of whether that fault is the responsibility of Lebara or another Supplier.

5.2.3 Lebara is not responsible for any fault that is in the equipment within the Network and will notify the Supplier of the fault and request its verification.

6 SIM Cards

6.1 The SIM card remains the property of Lebara at all times unless it is assigned, distributed, sold or otherwise transferred by Lebara to distributors and/or retailers of Lebara's Services. You must take all reasonable care to keep the SIM card safe and in good condition and must notify Us immediately if it is lost, stolen or damaged.

6.2 You will be liable for the charges incurred through the use of the Service supplied in relation to Your SIM card. This includes the charges incurred through the use of the Services where Your SIM card has been lost, stolen or damaged (whether activated or not) prior to Lebara being notified of the loss or theft.

6.3 You must return the SIM card within a reasonable time when requested by Us if We issue You with a replacement SIM card or We no longer supply the Service to You. We may charge You a replacement fee if You do not return the SIM card upon Our request, at the rate shown in the Standard Rate Table.

6.4 A SIM card replacement fee is applicable if You have lost or damaged Your SIM card at the rate shown in the Standard Rate Table.

6.5 Lebara will replace a faulty SIM card free of charge. Return the faulty SIM card to:

Customer Care, Lebara Australia Limited, Level 6, 61 Lavender Street, Milsons Point, NSW 2061

6.6 SIM cards may be available for purchase from time to time on the Lebara Website. If the SIM card is available for purchase online and You decide You do not want Your Lebara SIM card after You have bought it online from www.lebara-mobile.com.au, You must return it to Us within 7 business days at Your own cost. Our returns policy only applies to SIM cards which are unused (i.e. not activated, not used to make or receive calls or send or receive messages or data and is still attached to the original SIM card holder). Our returns policy operates in addition to any other rights You have.

6.7 Refunds (where applicable) will be credited to the card used for the original purchase after receipt of the returned equipment and satisfactory inspection by Us. Please allow 30 days for the refund.

6.8 Lebara has the right to refuse the provision of subsequent SIM cards to You, once You apply to receive, or currently have registered in Your name or an associate's name, 3 or more Lebara SIM cards.

6.9 Lebara is not under any circumstances liable for any SIM card or any other goods which are lost in the post. You are advised to send returned goods by registered or recorded post to:

Customer Care, Lebara Australia Limited, Level 6, 61 Lavender Street, Milsons Point, NSW 2061

7 Mobile Phones

7.1 Mobile Phones

7.1.1 Lebara may offer for sale mobile phones to be used in connection with the Services.

7.1.2 You are responsible for the maintenance of Your mobile phone. If Your phone appears to be faulty or interferes with the Services, if requested by Lebara, You must:

- a) provide Your mobile phone to Lebara to inspect; and/or
- b) cease using that mobile phone until the problem has been corrected.

7.1.3 Lebara will have no liability to You in relation to Your mobile phone, or Your use of the Phone in connection with the Services.

7.1.4 If You supply Your own mobile phone, You acknowledge that Lebara makes no warranty as to the suitability of the mobile phone for use in connection with the Services or individual service features.

7.1.5 If You supply Your own mobile phone, Lebara at any time may request You to provide proof of ownership of Your mobile phone to protect consumers from illegal trade in mobile phones. You must provide that proof within 5 business days of Lebara's request. If You fail to provide proof of ownership within 5 business days, Lebara may suspend Your Service until such evidence is provided.

7.2 Equipment Delivery and Returns

7.2.1 If You have purchased a Lebara mobile phone, You may return at Your own cost the mobile phone to the same point of purchase within 14 days of receipt in order to receive a full refund of the amount You paid for the phone.

7.2.2 A full refund will only be available if the Lebara mobile phone is undamaged, in good working order, and the original packaging is present including all accessories and the SIM card. All additional services, free or discounted products, vouchers, coupons or any gift or inducement of any type received as a result of purchasing the mobile phone must be returned. Lebara reserves the right to reject returns if any content is missing, or the mobile phone, SIM card or other accessories are damaged or marked, or are considered to be in poor condition.

7.2.3 You are responsible for the SIM card, mobile phone and other goods until they are received by Us. Lebara is not under any circumstances liable for any SIM card, mobile phone or any other goods which are lost in the post.

7.2.4 If Your Lebara mobile phone, SIM card or accessories develop a fault or need repair as a result of them being defective within 6 months of the original purchase date, please contact the Lebara Customer Care Helpline who will help or arrange for Your mobile phone or accessories to be repaired or replaced under the terms of the manufacturer's warranty.

7.2.5 If the manufacturer's warranty, as set out in the warranty information which accompanies the mobile phone, has an extended warranty beyond this 6 month period, please contact the manufacturer under the terms of their warranty during this extended period.

7.2.6 Lebara reserves the right to repair Your mobile phone or accessories or to replace them with a new or reconditioned mobile phone or accessories of the same manufacturer and model. Where the model has been discontinued or Lebara is unable to source it, We may replace it with a model with substantially the same features and functionality. Please note that it may take between 14 to 28 days (or on occasion longer) for Lebara to do this.

7.2.7 All products returned to You will be subject to a per unit delivery charge (see the Standard Rate Table such charge may be amended from time to time by Lebara). Lebara reserves the right to charge an administration fee (see the Standard Rate Table) for any items that are returned as faulty under the warranty that prove not to be faulty.

7.2.8 For mobile phones and other goods bought online from www.lebara-mobile.com.au, a refund will only be available if the unused phone and goods are returned to Us within 7 business days of delivery at Your own cost. The unused phone and other goods must be returned in their original packaging. No refund will be available if:

- a) We do not receive the mobile phone and other goods by the required date;
- b) the mobile phone and/or other goods have been used; or
- c) We do not receive all the accessories that We sent to You.

7.2.9 When ordering a Starter Pack, We recommend Your order be delivered to a business address or an Australian post office.

7.2.10 We are not able to deliver packages to universities, hospitals, colleges, building sites or other such areas.

7.2.11 When Your parcel arrives by courier, You will be required to show some proof of identity and sign for the delivery.

7.2.12 Where You have ordered equipment from Us, You can cancel Your order at any time before receiving delivery. Once You receive the delivery, it cannot be returned.

7.2.13 After We have taken Your order, You may not change the name of the person accepting delivery or the delivery address. We may exercise Our discretion with respect to this clause if You can satisfy Us that You have reasonable grounds to request the changes

7.2.14 In the event of delivery failure, We will reorder and resend the goods to You. This process will require a further 3 to 5 working days to reach You. We may require You to complete a declaration of loss form or sign a statutory declaration where a delivery failure is challenged.

7.2.15 Our courier will deliver the order to the delivery address advised to Us. Only You can accept delivery of the goods. Valid identification will be required to accept delivery.

7.3 Mobile Service Number (MSN)

7.3.1 If You do not have a MSN for Your mobile phone for use with the Services, We will allocate You a MSN automatically with the SIM card. If You do have a MSN, You can port it from another Carrier or Carriage Service Provider (see clause 8 for further details).

7.3.2 All MSNs are selected, issued and used by Us in accordance with the ACMA's Numbering Plan and Telecommunications Numbering Plan Number Declarations ("Numbering Regulations").

7.3.3 You do not own the MSN allocated to You and Your right to use the MSN ceases once Your access to the Services is cancelled for any reason unless You Port the MSN to another Supplier.

7.3.4 We may be required by the Numbering Regulations to vary, withdraw, suspend or re-assign a MSN We have allocated to You.

7.3.5 Except as set out in clause 7.3.6 below, if, for any reason, You require a new MSN, You may be obliged to pay a fee as set out in the Standard Rate Table and You will forfeit all remaining Call Credits on Your existing MSN.

7.3.6 If You require a new MSN because You have received calls of a harassing nature and You have reported the matter to the relevant law enforcement agency, We may at Our discretion issue a new MSN to You free of charge on the first two occasions. Thereafter, a fee as set out in the Standard Rate Table will be charged. In this situation, any Call Credits remaining on the original MSN will be forfeited.

7.3.7 We are not liable to You for any expenses or losses incurred by You or Your business due to:

- a) any variation of the MSN assigned under clause 7.3.1; or
- b) cessation of Your rights of use in respect of Your MSN pursuant to clause 7.3.3.

8 Mobile Number Portability

8.1 MSN Porting from another Carrier or Carriage Service Provider to Lebara.

8.1.1 You may be able to Port a MSN You have obtained from another Supplier to Us. Should You wish to do so, contact Us to initiate the Port.

8.1.2 If in providing the Services to You, Lebara needs to change Your arrangements with Your current Supplier, then Lebara will do so in accordance with this clause.

8.1.3 If You wish to transfer Your existing MSN to Lebara, You must notify Us of Your intention to Port when ordering Your Lebara Starter Pack or SIM Pack or when You activate the SIM card.

8.1.4 Porting will take place in accordance with the Australian Communications Industry Forum industry code Mobile Number Portability ACIF C570:2005 ("MNP Code").

8.1.5 You acknowledge and agree that:

- a) If Your MSN is Ported, only Your MSN is transferred to Lebara. No existing additional services with Your current Supplier will be transferred, which may result in the loss of (or the loss of access to) these services from Your current Supplier, including SMS, paging or facsimile services. However, selected services may instead be provided by Lebara upon Your application and payment of any relevant fees.
- b) You may have an ongoing contract with Your current Supplier, which requires the payment of cancellation and/or termination fees (including any early termination fees) to that Supplier if You switch to Lebara. For the avoidance of doubt, if You Port Your MSN to Us You will lose any call credits (if any) pertaining to that MSN with Your current Supplier.

c) There may be outstanding contractual obligations and costs owed to Your current Supplier by You. You will remain responsible for all amounts owing to Your current Supplier of telecommunications services for any services they supply to You. To the extent that Lebara becomes liable to a third party in relation to any services supplied to You, You will indemnify Us and will keep Us indemnified against any and all such liability as well as any costs, including legal costs, We incur in connection with any such liability.

d) You are responsible for any charges imposed by Your current Supplier in relation to unsuccessful or rejected Port requests due to: insufficient or incorrect information provided to Lebara; concurrent competing Porting requests in relation to Your MSN; or Your termination of the services with Your current Supplier before Lebara transfers Your MSN on Your nominated Port cut over date.

e) Your current Supplier may or may not disconnect Your existing mobile service and additional services. Porting Your MSN may result in finalisation of Your account for those services.

f) Lebara will use all reasonable efforts to process Your Port requests at the time requested by You. However, We are unable to guarantee Porting will take place on or before the requested cut over date and have no liability to You for any delays in Porting. The requested cut over date should not be more than 30 days from the date of making the request to Port Your MSN.

g) You are responsible for ensuring that Your current handset is GSM compatible. If You are Porting from any other mobile platform, You may need a new mobile phone or You may need to have Your mobile phone unlocked.

h) You are responsible for ensuring that Your mobile phone does not have Network Locking applied by Your existing Supplier. If You currently have a mobile phone, You may need to get any SIM security or Network Locking removed by Your current Supplier, have Your mobile phone re-programmed prior to Porting or purchase a new mobile phone.

i) You may also be liable to pay to Us or Your previous Supplier charges relating to disputes or investigations by either of us arising out of transfer of the Services from another Supplier to Us. Lebara reserves the right to charge a Port in fee for Porting Your MSN to Us from another Supplier.

8.2 MSN Porting from Lebara.

8.2.1 You can Port a MSN You have obtained from Us for use with the Service to another Supplier.

8.2.2 We may charge You a fee to Port the MSN to another Supplier.

8.2.3 If You Port Your MSN to another Supplier:

- a) the provision of the Services ceases and this Agreement terminates;
- b) You remain responsible to Us for amounts payable prior to the Port-out; and
- c) You forfeit any remaining Call Credits.

8.2.4 You may only Port the MSN, You cannot Port any additional services.

8.2.5 You may only Port an MSN for which You are the authorised customer.

9 Lost or Stolen Phone and/or SIM cards

9.1 If Your SIM card and/or mobile phone is lost, stolen or damaged, We have no obligation to give You any refund for any Services that You have paid in advance or for the cost of the SIM card and/or mobile phone. Please contact Us immediately so that We can prevent further calls being made using it.

9.2 The Lebara IMEI Blocking facility allows You to block Your mobile phone on the Network and on other Australian GSM networks if Your mobile phone is lost or stolen.

9.3 You may block Your mobile phone by calling Our Customer Care Helpline or e-mailing Lebara at care@lebara-mobile.com.au and requesting IMEI Blocking. This will prevent Your mobile phone being used on the Network. Lebara will try to do this within a reasonable period. You will be required to undergo an ID check before IMEI Blocking is activated.

9.4 If Lebara blocks or unblocks Your mobile phone on the Network, this will be communicated to other national Australian Carriers to put into effect on their networks.

9.5 If Your mobile phone is found or returned, You must call Our Customer Care Helpline or e-mail Us at care@lebara-mobile.com.au to request unblocking. Lebara will try to do this within a reasonable period.

9.6 If You need to call emergency services while Your mobile phone is IMEI Blocked, please call 112 or 000. Provided You are within coverage of any network, this will ensure that Your call gets through to emergency services while waiting for Your unblock request to be carried out.

9.7 If You obtain a mobile phone that is lost or stolen, or obtain the Services or a mobile phone under false pretences, Lebara may block Your mobile phone on the Network without Your consent, even if You are not aware it is stolen.

9.8 Lebara is not responsible for any lost or stolen SIM cards. You will be responsible for the charges for all Services used by any other person using Your lost or stolen SIM card.

9.9 If Your SIM card is lost or stolen, You may call Our Customer Care Helpline or email Us at care@lebara-mobile.com to request that Your SIM card be blocked. This will prevent unauthorised calls being made and charged to Your Service.

10 Billing, Fees and Charges

10.1 Billing

10.1.1 Lebara will not send You any bills, invoices or statement recording calls made from the Service.

10.2 Free Calls

10.2.1 Calls to Emergency service numbers (112 or 000) and 126 122 are free if called from Your mobile phone using the Services.

10.2.2 Calls to Our Customer Care Helpline (126 122) are free if called from Your Lebara Mobile.

10.2.3 Lebara may offer free or discounted calls on promotions from time to time, and reserves the right to cease any or all promotions at any time without notice.

10.3 Service Rates and Charges

10.3.1 Once Your SIM card is activated, You will be charged for the use of the Service in accordance with the rates and charges set out in the Standard Rate Table. Lebara may vary the rates and charges for the Services, including adding extra charges, from time to time, without notice to You.

10.3.2 Where the variations to the rates and charges for the Services set out in the Standard Rate Table in Appendix 1 can reasonably be expected to adversely affect You, We will give You reasonable notice either in writing or by notice on Our Website a reasonable time before the changes take effect. These variations can be implemented at any time and can be effective from any date. If You continue to use the Services after the entry into force of changes in prices, the new prices will be considered as accepted. Fees and charges for additional services may also be amended at any time.

10.3.3 The Standard Rate Table specifies:

- a) charges for outgoing calls made on the Service including local, national, mobile and other call types;
- b) charges for additional services, including SMS, MMS and voicemail; and
- c) charges for special services such as 13, 1300, 113 and 1800 services.

10.3.4 The current up-to-date binding rates and charges are published at all times in the Standard Rate Table. A copy of this document can be found on the Website.

10.3.5 When You activate the SIM card on the Network, You will have available the amount of credit You have purchased. At no time can You convert into cash or redeem Call Credits as cash and You cannot apply Call Credits against any other Services held by You or anyone else with Lebara.

10.3.6 The SIM card may contain an initial credit and/or promotional credit that will be credited to Your account in accordance with the terms and conditions applicable to that offer.

10.3.7 You pre-pay for the Services by Recharging Your account with Us. You do this by purchasing Recharge vouchers, or otherwise purchasing additional Call Credits and following the procedures set out in clause 2.3.11 or clause 2.3.12.

10.3.8 Your pre-payments for Recharge vouchers or additional Call Credits otherwise purchased by You are not repayable by Us nor is interest payable on any credit You have with Us. Each time the Services are used by You (or someone else using Your mobile phone), Your Call Credits are reduced, by reference to the relevant rates and charges in the Standard Rate Table.

10.3.9 The call charges for international calls are stated and charged per minute and will be rounded up to the next whole minute. Therefore the minimum call charge shall be for one minute at prevailing rates plus any flagfall which may be applicable.

10.3.10 The call charges for national mobile and landline calls are stated and charged per minute and will be rounded up to the next whole minute. Therefore the minimum call charge shall be for one minute at prevailing rates plus any flagfall which may be applicable.

10.3.11 When determining the time at which a call is placed, the time used will be the local time at the mobile switching centre through which the call first passes. This will not necessarily be the local time at the place the calling party is located.

10.3.12 You will not be charged for Unsuccessful Calls.

10.3.13 Unless stated otherwise, the charges payable for the Services in this Agreement are inclusive of GST. Where the charges are expressed to be exclusive of GST, You must pay an additional amount to any GST payable on the supply of the Services.

10.3.14 Except in the case of an obvious error, Our records determine how much Your account is Recharged and the rate of use of the Services. Lebara will only refund monies where We have charged You an incorrect amount.

10.3.15 For the avoidance of doubt any physical Recharge voucher shall expire by the date stated on the voucher (if any).

10.3.16 Please be aware that purchase of the Recharge voucher or additional Call Credits via the internet or electronically is not always secure. Lebara is not liable for any loss or damage, however resulting, from Your purchase of Recharge vouchers or additional Call Credits.

10.3.17 If You owe Us any money and this is not paid when it should have been paid, We may recover this from Your Call Credits. We may charge You interest daily on the unpaid amount at the rate of %

per annum above the 30 Day Average Bid Bank Bill Swap Reference Rate last published in the Money & Bond Markets Section of the Australian Financial Review from time to time.

11 Voice and SMS Bundles and Promotional Offers

Please see the Lebara Website www.lebara-mobile.com.au/en/promotions.php for the most up to date bundle and promotional offers (if any).

12 Privacy Issues

12.1 Personal Information

12.1.1 Lebara may collect Personal Information about You in compliance with relevant legislation.

12.1.2 You acknowledge and agree that:

a) Lebara may collect Your Personal Information from You or from a credit provider or credit reporting agency (subject to the requirements of Part IIIA of the Privacy Act). ACMA requires Us to collect certain identifying information about You before You can be connected to the Network. If Lebara does not collect Your Personal Information Lebara may not be able to provide the Services to You.

b) Lebara may use Your Personal Information:

(i) to provide the Services to You, or to facilitate the supply of the Services to You by other Suppliers (where relevant), including using the Personal Information for the investigation or resolution of disputes relating to any Services provided to You;

(ii) to provide information to You about other goods or services, special offers or promotions which Lebara or any of Our Related Bodies Corporate or any of Our partners and associates (such as telecommunication entities, providers of products or services which are related to the Services, distributors, outlets, media entities, event organisers, equipment suppliers and the suppliers of any other products or services with whom Lebara has engaged in a joint initiative) may offer to You; and

(iii) as otherwise authorised or required by law.

12.1.3 You acknowledge and agree that Lebara may disclose Your Personal Information to:

a) other Suppliers or Related Bodies Corporate (within or outside Australia) for the purpose of enabling Us or where relevant Our Related Bodies Corporate to provide the Services to You (including the investigation and resolution of disputes or complaints concerning the provision of the Services);

b) Related Bodies Corporate, Our partners and associates (such as telecommunication entities, providers of products or services which are related to the Services, distributors, outlets, media entities, event organisers, equipment suppliers and the suppliers of any other product or service with whom Lebara has engaged in a joint initiative) so that they can provide information to You for marketing purposes, including but not limited to, information about goods and services they offer;

c) regulators, government agencies or individuals appointed by a government responsible for the investigation and resolution of disputes, complaints or in connection with legal proceedings, concerning Your use of the Services, for the purpose of enabling investigation and resolution of those disputes or complaints;

d) other entities with whom Lebara have established or will establish an affinity program to enable You to participate in the affinity program;

e) other entities who provide services to Us related to the provision of the Services to You (including SMS, a mail house, resellers (or contractors engaged by resellers)) to enable them to provide those services to Us or administer payment arrangements in connection with those services; and

f) as otherwise authorised or required by law.

12.1.4 If required by Law, Lebara will provide You with access to Your Personal Information upon request. If at any time, You wish to have Your Personal Information altered in any way, please contact Us via email at care@lebara-mobile.com.au or by calling Our Customer Care Helpline.

12.1.5 Calling Line Identification will be automatically activated on commencement of the Services. If You do not want Your number displayed, it is Your responsibility to deactivate this functionality.

12.1.6 If You wish to make any payment to Lebara using a credit card, Lebara may store Your credit card details in accordance with the "Terms and Conditions governing the collection, use and disclosure of credit card details". A copy of these Terms and Conditions can be found on the Lebara Website.

12.2 Identification

12.2.1 You acknowledge that Lebara and other suppliers of pre-paid GSM services are required under various telecommunications and privacy legislation to ask customers for evidence of their identity and that:

- a) Lebara can refuse to supply You the Services if the required evidence is not provided; and
- b) Lebara may subsequently require You to produce additional proof of identity including, but not limited to, Your name and address, and We may suspend the Services until that evidence is provided.

12.2.2 You must provide Lebara with any change in Your residential address and other customer details provided to Lebara within 14 days of any change by calling Our Customer Care Helpline, or emailing Us at care@lebara-mobile.com.au

13 Customer Care

13.1 Customer Care services are available by calling 1300 126 122 from a landline, or 126 122 from Your Lebara Mobile.

13.2 Calls to Customer Care are charged at the rate shown in the Standard Rate Table.

13.3 Any questions, issues or complaints regarding the Service can be sent:

- a) via phone, by calling 1300 126 122 during standard business hours;
- b) via phone, by calling 126 122 from Your Lebara Mobile phone;
- c) via email care@lebara-mobile.com.au; or
- d) by mail to Customer Care, Lebara Mobile, Level 6, 61 Lavender Street, Milsons Point, NSW 2061.

13.4 Should You feel a complaint is not satisfactorily resolved, You may be entitled to raise certain matters directly with ACMA, the Australian Consumer and Competition Commission or the Telecommunications Industry Ombudsman.

13.5 The National Relay Service ("NRS") makes it easier for You to contact Lebara if You are deaf or have a hearing or speech impairment. The NRS numbers are:

- a) Dial 133 677 for all calls within Australia; or
- b) Dial 1800 555 677 for all calls within Australia to 1800 numbers.

13.6 For translating and interpreting services over the telephone, the Translating and Interpreting Service ("TIS") National may be of assistance.

The TIS contact number is:
· 131 450

14 Limitation of Liabilities

14.1 Lebara and its Related Bodies Corporate will not be liable in contract, tort (including negligence) or otherwise for direct or indirect losses, damages, inconvenience or expense arising under or in connection with the Services and Your use of it, loss of revenue, loss of use, lost business or missed opportunities or for any loss or damage that is indirect and/or was not reasonably foreseeable at the time these terms and conditions were entered into.

14.2 You may have certain rights and remedies under the Trade Practices Act 1974 (Commonwealth) and other laws, which may imply certain conditions and warranties into this Agreement. Lebara does not exclude or restrict or modify those rights, remedies or implied conditions and warranties where it is unlawful to do so. All other terms, conditions, warranties, undertakings, inducements and representations, whether express or implied, relating to the supply of the Services are excluded.

14.3 Where Lebara is liable for any loss or damage in connection with or arising from the breach of any term, condition, warranty or remedy implied by the Trade Practices Act 1974 (Commonwealth) Lebara's liability is limited to resupplying, repairing or replacing the relevant Service where the Service is not of a kind ordinarily required for personal, domestic or household use or consumption. To the maximum extent permitted by law, We limit Our liability to You to the price paid for the Services.

14.4 Lebara has no liability to You or to any other person for:

- a) acts or defaults of other Suppliers;
- b) faults or defects in Services which are caused to any material extent by Your own conduct or misuse;
- c) faults or defects that arise in telecommunication services not provided under this Agreement (even if they are connected, with Our consent, to Services which Lebara have arranged under this Agreement) which are due to incompatibility with the Services;
- d) porting of Your MSN in accordance with a porting request received by Us;
- e) any delays in implementing a request to port Your MSN;
- f) a failure to implement a request to port Your MSN; or
- g) any fraud, negligence or misrepresentation by You.

14.5 You shall at all times indemnify and hold Lebara, its Related Bodies Corporate, and its partners and associates, harmless from and against claims for loss, damage, costs and expenses howsoever arising (directly or indirectly) resulting from Your breach of any provision of this Agreement, use of Services and/or any unauthorised or illegal acts or omissions.

14.6 Lebara relies on third parties to carry calls made in Australia to international destinations. Calls carried by third parties are outside the control of Lebara and You agree that Lebara is not in any way liable for any loss, damage, costs and expenses howsoever arising (directly or indirectly) suffered by You resulting from the carriage of these calls, including, but not limited to, the quality, connectivity or delay in the connection of these calls.

15 Customer Acknowledgement and Obligations

15.1 These acknowledgements and obligations are in addition to and not in substitution of any acknowledgements and obligations elsewhere in this Agreement.

15.2 You acknowledge and agree that:

a) the Service relies on the services of third party Suppliers for its operation, who are not controlled by Us; and

b) We do not exercise any control over, authorise or make any warranty regarding:

i) Your right or ability to use, access or transmit any content (whether error-free, in time, or at all) using the Services;

ii) the quality, accuracy, correctness, completeness or suitability of any content which You may send, receive or access using the Services;

iii) the consequences of You using, accessing or transmitting any content using the Services, including without limitation any virus or other harmful software; and

iv) any charges which a third party may impose on You in connection with Your use of the Services.

15.3 Lebara supplies the Services (and each individual service) for the purpose of:

a) originating (making) calls or other mobile services on the Network; and

b) terminating (receiving) calls or other mobile services on the Network, which originate on the Network or on the network of another Supplier with which the Network has a current interconnection arrangement.

15.4 In using the Services, You must:

a) comply with any rules imposed by any third party whose content or services You access using the Services or whose network Your data traverses; and

b) not infringe any person's Intellectual Property Rights (such as by using, copying or distributing data or software without the permission of the owner).

15.5 In addition to Your obligations under the terms of this Agreement, You must not:

a) originate or terminate calls or other services on the Network in connection with the Services or an individual service, other than as described in clause 15.3 above;

b) transmit, refile or aggregate domestic or international traffic on the Network in connection with the Services or an individual service; or

c) use the Services or an individual service (including any SIM card) in connection with a device that switches or reroutes calls to or from the Network, without the prior written consent of Lebara. Lebara may withhold its consent to such use or make it subject to conditions, in each case in Lebara's absolute and unfettered discretion.

15.6 If You breach clause 15.3, 15.4 or 15.5 in respect of the Services or an individual service then Lebara may, in addition to and without limiting its other rights, immediately suspend or terminate the Services or the individual service by giving notice to You.

15.7 You acknowledge that Lebara gives no warranty as to the performance or characteristics of any software supplied in connection with the Service.

15.8 You must not reverse the charges on any telephone call or accept a reverse charged call. This applies if You loan/give Your mobile to someone else.

15.9 The maximum call length is 23 hours, 59 minutes and 59 seconds.

15.10 At Our discretion We can refuse to provide any part of the Services to You. If You feel that Your mobile phone should not be barred, please contact Us on Our Customer Care Helpline or via email at care@lebara-mobile.com.au.

15.11 The Services are provided to You by Lebara and not by Vodafone and to the extent possible under law, Vodafone is not liable to You in respect of the Services. You undertake not to make any claim against Vodafone in respect of the Services.

16 Force Majeure

16.1 Lebara shall not be liable to You or be deemed to be in breach of this Agreement by reason of any delay in providing, or any failure to provide any of Lebara's obligations in relation to the Services, if the delay or failure was due to any cause beyond Lebara's reasonable control.

16.2 This includes, but is not limited to, the following: Network failure; Services' suspension dictated by the Network provider in order to carry out repairs, maintenance or updating; where required by Law or in order to protect You against any possible harm; war; accident; civil commotion; military action; act of terrorism; vandalism; judicial action; labour dispute; an act of a government or a government authority; acts of God; earthquake, fire, flood, or other natural calamity; computer viruses or failure of the internet or delay; or failure or default by any other Supplier.

17 Intellectual Property Rights

17.1 The title and goodwill attaching to the names, trademarks, copyright, brands and logos of Lebara shall remain vested in Lebara at all times.

17.2 The intellectual property in the SIM card, Services (including the software) ("IP") does not belong to You and is supplied to You, under licence, by Lebara for proper use of the Services only. You may not copy any of the IP. If the mobile phone, SIM card and associated products are disconnected from the Services or if We change the IP, You must either destroy the SIM Card or return it to Us, as We may request. If it is not returned, on request by Us, You must pay for the SIM card (or its replacement) at the price stated in the Standard Rate Table at that time.

17.3 For the duration of the contractual relationship, Lebara grants You a non-transferable and non-exclusive right to use the Services and associated mobile products provided by Lebara in accordance with this Agreement. Lebara or the licensor fully retains the rights to all corresponding Intellectual Property Rights. If a Customer, in connection with this Agreement, infringes licensing rights of third parties and Lebara is held liable therein, the Customer shall hold and indemnify Lebara harmless against any such claims.

18 Assignment

18.1 You are permitted to transfer rights and obligations arising from this Agreement to third parties only with the prior written consent of Lebara, such consent not to be unreasonably withheld. In registering with Us, the assignee is deemed to have accepted the terms and conditions of service contained in this Agreement and all liabilities (e.g. debt) associated with that SIM card.

18.2 Lebara is entitled to transfer this contract and novate its rights and obligations to any party without Your consent at any time and You appoint Lebara as Your lawful attorney to execute all documents and to do all acts necessary or desirable to give effect to any such assignment or novation.

18.3 For the purpose of novation, You agree to the novation of this Agreement to Vodafone on receipt of a notice from either Lebara or Vodafone, such novation to be on terms no less favourable than the terms of this Agreement.

19 General

19.1 Place of jurisdiction and applicable law

This Agreement and the supply of the Services will be subject to the laws of New South Wales, and You irrevocably agree to the non exclusive jurisdiction of the Courts of New South Wales in respect of any dispute arising from the Agreement.

19.2 Information

Lebara may give to and receive from other Suppliers information about Your Service, including particulars of calls and call charges.

19.3 Entire Agreement

This Agreement contains the whole understanding between You and Lebara to the exclusion of any prior or collateral Agreement or understanding of any kind relating to the Services.

19.4 No reliance

You acknowledge that You enter into this Agreement entirely as a result of Your own enquiries and that You do not rely on any statement, representation or promise by Lebara or on Lebara's behalf not expressly set out in this Agreement.

19.5 Waiver

No failure or delay on the part of any party in exercising any right, power or remedy under this Agreement in a timely manner shall operate as a waiver thereof, nor does it constitute acceptance of the matter, unless it is agreed in writing and signed by both parties hereto.

19.6 Release

You release Lebara and its officers, employees, agents and advisers from all claims, suits and demands of every kind, including negligence, arising from the relationship of the parties concerning this Agreement before it was signed, and from the negotiations leading to it.

19.7 Notice

A notice issued under this Agreement must be in writing and will be taken to be received:

- a) if left at the address of the addressee at the time it was left;
- b) if sent by ordinary post, on the third day after posting;
- c) if sent by email, at the time of successful transmission; and
- d) if sent by SMS, at the time of successful transmission.

19.8 Survival

A finding that any provision of this Agreement is, or has become, invalid, illegal or unenforceable in any respect under applicable law shall not affect or impair the validity, legality or enforceability of any other provisions of this Agreement provided that this does not materially prejudice either party in their respective rights and obligations of this Agreement.

19.9 Conflict

In the event of a conflict between the terms and conditions of this Agreement and any advertising materials, these terms and conditions shall take precedence.

19.10 Benefit of Agreement

The benefit of the terms and conditions of this Agreement is held by Lebara as principal, and on trust for Vodafone, and You agree that Vodafone may enforce such terms and conditions directly against You.

20 Interpretation

20.1 In this Agreement, unless the context otherwise requires:

- a) headings are for convenience only and do not affect interpretation;
- b) the singular includes the plural and vice versa;
- c) all references to amounts, dollars, value and price are to the Australian currency only;
- d) references to a party includes its successors and permitted assigns;
- e) references to payment to any party includes payments to another person on the direction of that party; and
- f) a reference to any statute includes any amendments, re-enactments or replacements to that statute from time to time.

21 Defined Terms

Unless the contrary intention appears or the context otherwise requires, the words, terms or expressions set out below where used in this Agreement shall have the respective meanings set out below.

ACMA means the Australian Communications and Media Authority.

Activate/Activation means the initial activation of the Services pursuant to clause 2.4.4.

Agreement means this Standard Form of Agreement and any other documents validly incorporated by reference.

Appendix 1 Lebara's Standard Rates and Charges.

Call Credits means the amount of money You have in Your balance, from which Lebara will pay for the services used by You.

Carrier has the same meaning as defined in Section 7 of the Telecommunications Act 1997.

Carriage Service Provider has the same meaning as defined in Section 87 of the Telecommunications Act 1997.

Customer means any natural person, legal entity or partnership that uses the Services provided by Lebara and is deemed to have accepted the Agreement.

Customer Care means the customer service facilities provided by Lebara from time to time.

Customer Care Helpline means 1300 126 122 if You are calling from a landline, or 126 122 if You are calling from Your mobile phone.

Emergency means a situation which, unless immediately remedied, has the potential to endanger life or safety or causes an immediate risk to property.

GSM means the Global System for Mobile communications cellular network.

GST means the goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 that may be in force in Australia from time to time.

IMEI Blocking means blocking the mobile phone so that it cannot be used on any GSM network.

Intellectual Property Rights includes any rights associated with inventions, copyright, designs, trade marks, trade names, service marks, indicia of origin, business names, patents, petty patents, innovation patents and includes any right to apply for any of the above rights.

Interruption/Interrupts in the supply of goods or a service means a delay in supplying, a failure to supply or an error or defect in the supply of, those goods or that service.

Law/s means any:

(a) legislation, regulations, determinations, by-laws, declarations, ministerial directions and other subordinate legislation;

(b) common law;

(c) government agency requirement or authorisation (including any conditions of any authorisation);

(d) mandatory codes, standards and guidelines;

(e) writ, order, injunction or judgement; or

(f) local government legislation including regional, district and zone plans, regulations, by-laws, declarations and other subordinate legislation.

Lebara/We/Us/Our means Lebara Australia Limited ACN 132 846 738 whose registered office is at Level 6, 61 Lavender Street, Milsons Point, NSW 2061

Lebara Mobile means a mobile phone provided to You by Lebara in for use with the Services, or otherwise compatible with the Services.

Lebara Mobile Network or Network means the Vodafone network which is used to supply the Service and which We resupply to You as set out in the Service Description.

MSN means a Mobile Service Number allocated pursuant to the Telecommunications Numbering Plan 1997.

Network means the facilities provided by Lebara and operated by a Carrier for the purposes of providing public mobile GSM digital telecommunications services.

Network Locking means that the mobile phone has been programmed to work only on one of the GSM networks.

Personal Information has the same meaning as defined in the Privacy Act 1988 (Commonwealth) as amended, varied or supplemented from time to time.

Port/Porting means the transfer of a MSN between suppliers of telecommunication services.

Privacy Act means the Privacy Act 1988 (Commonwealth).

Recharge means pre-paid recharge vouchers which when activated give the customer an amount of Call Credit.

Related Bodies Corporate has the meaning given in section 50 of the Corporations Act 2001.

Service and Services means the Lebara pre-paid digital telecommunications service and other such services as Lebara may provide to You from time to time.

SIM card means the subscriber identity module card, to be used with a mobile telephone handset to enable use of the Services.

SIM Pack means the SIM card and collateral provided by Lebara to begin using the pre-paid mobile Services. No mobile phone is provided with the Lebara SIM pack.

Standard Rate Table means the table containing Lebara's standard rates, tariffs and charges, attached at Appendix 1.

Starter Pack means the SIM card, mobile phone and collateral provided by Lebara to begin using the pre-paid mobile Services.

Supplier means a Carrier, Carriage Service Provider, telecommunications service providers or equipment suppliers which supply a public mobile telecommunication service to Customers.

Unsuccessful Call means a call which is not successfully connected to a called number (a called number includes a number to which a called number diverts, which may also include connecting through a switch or PABX or similar system), including where:

- (a) the called number is engaged, disconnected or out of order;
- (b) the called number cannot be accessed using the Services; or
- (c) there are network or other service failures that have caused temporary Interruptions to the Services.

Vodafone means Vodafone Australia Pty Ltd (ABN 86 056 161 043)

Website means the Lebara website at www.lebara-mobile.com.au as updated from time to time.

You or Your means the Customer who has contracted with Lebara for the supply of the Services.

Appendix 1 Standard Rate Table

Archive

Standard Form of Agreement 15/05/09

**Appendix 1
Standard Rate Table**

Service Description	Rate AUD (per minute)	Flagfall
Voicemail Retrieval/Set Up (121, 1211, 1212, 1213, 1218, 1219)	\$0.20	\$0.25
Call Forward	\$0.20	\$0.25
Lebara Customer Care via 126 122	\$0.00	\$0.00
Lebara Customer Care via 1300 126 122 from Lebara Mobile	\$0.20	\$0.25
Lebara Customer Care via 1300 126 122 from other service provider	Service provider's standard rate	
Directory Assistance (15x, 1505, 1507, 011, 0103, 122, 1225)	\$0.20	\$0.25
Directory Assistance (013, 1223, 12455, 118)	\$0.00	\$2.00
Emergency Services number (000, 112, 106, any others auto routed to emergency services)	\$0.00	\$0.00
1300 and 13 Service numbers (13xx)	\$0.20	\$0.25
1800 numbers (18xx)	\$0.20	\$0.25
Inmarsat Numbers	\$15.40	\$0.25
MobileSat (+0145)	\$15.40	\$0.25
Iterra - Remote (0071)	\$0.75	\$0.25
Ships at Sea (12458)	\$5.00	\$0.25
GPRS	\$0.0125 per KB	\$0.00
SMS Delivery Report	\$0.15 per event	\$0.00
SMS – National & International	\$0.15 per event	\$0.00
MMS	\$0.75 per event	\$0.00
Video MMS	\$0.90 per event	\$0.00
Premium SMS/MMS	Charged at advertised rate	\$0.00
Video Call	\$0.20	\$0.25
Standard National Voice	\$0.20	\$0.25
Lebara to Lebara	\$0.00 (1st 10 mins)	\$0.25
International Voice	These are set out on our website and are subject to variation without notice	\$0.25

Other Charges

SIM Replacement Fee	\$30.00
Number Change Fee	\$75.00
Call Records	\$2.20 per paper bill
Port Out Fee	\$8.00
Reconnection Fee	\$15.00
Unbarring Fee (payable when customer requests Lebara to bar a feature of the Service & subsequently requests that the feature be unbarred)	\$27.50
Product return fee	\$30.00
Admin fee for items returned as faulty but not faulty	\$30.00