

Woolworths Mobile Service Terms

Post-paid Mobile Service (commencing on or after 31 October 2017)

This is a legal document that forms part of the Woolworths Customer Terms that apply to Your Service. You must read and understand all documents that form part of the Customer Terms (including this document, the applicable Service Terms and the Offer You choose) before You

Telephone:	1665 from your Woolworths Mobile (it's a free call) or 1300 10 1234 from any phone (normal charges apply)
Email:	customercare_mobile@woolworths.com.au
Non-English speaking enquiries	1665 from your Woolworths Mobile (it's a free call) or 1300 10 1234 from any phone (normal charges apply) and advise Woolworths Mobile Customer Care if an interpreter is required. This will be arranged as soon as possible
People with disabilities	Customers with a hearing or speech impairment can call through the National Relay Service. See http://relayservice.gov.au/support/training/nrs-callnumbers for information about placing a call using this service.

commence using the Service.

These Service Terms only apply to new and recontracted Services commencing anytime on or after 31 October 2017.

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1 The Service Terms

- (a) These Service Terms set out the standard Woolworths terms and conditions that are specific to the Post-paid Mobile Service.
- (b) You should read all of the Customer Terms that apply to the Post-paid Mobile Service carefully so that You understand all of Your rights and obligations before You use the Post-paid Mobile Service.
- (c) You may obtain a copy of any of the documents forming part of the Customer Terms, from the Woolworths Mobile website www.woolworths.com.au/mobile or without charge on request.
- (d) The meanings of capitalised terms used in these Service Terms are listed in Clause 11 or in the General Terms.
- (e) Elements of the Post-paid Service Mobile may be subject to the requirements set out in the Telecommunications Consumer Protection Code C628:2012.

2 The Post-paid Mobile Service

2.1 What does the Post-paid Mobile Service give You?

- (a) Subject to the Customer Terms, the Post-paid Mobile Service will give You, within the Mobile Network Coverage Area of the Mobile Network:
 - (i) access to the Mobile Network;
 - (ii) the ability to use the Post-paid Mobile Service from Your compatible device;
 - (iii) access to the Account Management Service; and
 - (iv) the use of a Mobile Number.
- (b) Your Post-paid Mobile Service is for Your personal use only and is available to individuals only.
- (c) The Post-paid Mobile Service must only be used using a compatible device.
- (d) The Post-paid Mobile Service must not be used for multiple simultaneous calling, re-supply, call centre usage, telemarketing, bulk messaging, application-to-person communication, continuously call forwarding, auto-dialling, machine-to-machine communication, baby monitor, in a device that is not a compatible device, with cellular trunking units or any other activity not specified in the Customer Terms or determined not to be covered by the Customer Terms by Woolworths from time to time providing that Woolworths must act reasonably in making such a determination.
- (e) If you download the Woolworths Mobile App, the Account Management Service will provide You with access to account balance information for Your Account.
- (f) Unless otherwise approved by Woolworths, You must not have more than 5 Post-paid Mobile Services on a single account.

2.2 Eligibility

- (a) You are eligible to purchase a Post-paid Mobile Service if You complete an Application which is accepted by Woolworths and pass an identification and credit assessment.
- (b) Unless Woolworths agrees with You otherwise, in order to take up the Post-Paid Mobile Service, You must agree to pay for it via an auto payment from a credit card.

2.3 Handset Payment Plan

- (a) In order to take up any Post-paid Mobile Service acquired under a Woolworths Flexi Mobile Plan Offer, You must purchase an eligible mobile handset or tablet device from Woolworths and pay for it in equal monthly instalments under a 24 or 36 month handset payment plan (“**Handset Payment Plan**”).
- (b) If You terminate Your Post-paid Mobile Service prior to paying all amounts owing under the Handset Payment Plan, then all outstanding charges and unpaid instalments under Your Handset Payment Plan will immediately become due and payable and will be included on Your final bill.
- (c) You may upgrade your mobile handset device anytime after the first yearly anniversary date of Your Handset Payment Plan provided You:
 - (i) return Your original handset device to Woolworths in a Good Working Condition;
 - (ii) purchase a new mobile handset device from Woolworths on a new Handset Payment Plan; and
 - (iii) pay a one-off Handset Upgrade Fee (no Handset Upgrade Fee is payable if You upgrade after paying in full all instalments under your original Handset Payment Plan),
 - (iv) however this upgrade option is not available in relation to tablet devices.
- (d) For the purposes of paragraph (c)(i) above, a mobile handset device will be taken by Woolworths to be in “**Good Working Condition**” if all of the following criteria are satisfied:
 - (i) the device must turn on and off;
 - (ii) the device must be fully functional;
 - (iii) the device’s screen must be working and intact;
 - (iv) the device’s touch screen (if applicable) must not be cracked;
 - (v) the device must have a functioning battery;
 - (vi) the device must not have any physical or liquid damage;
 - (vii) the device must not have any missing, disassembled, customised or non-genuine parts;
 - (viii) the device must have all activation and device locking features disabled;
 - (ix) the device must not be IMEI blocked; and
 - (x) the device must be the mobile handset device purchased by You under Your original Handset Payment Plan.
- (e) The “**Handset Upgrade Fee**” is set out in the Offer terms in Schedule 1.

2.4 SIM Card

- (a) You will receive a SIM Card as part of Your Post-paid Mobile Service.
- (b) You must take all reasonable care to keep the SIM Card safe and in good condition and comply with any procedures specified by Woolworths to protect it against unauthorised use.
- (c) If You lose the SIM Card or if it is stolen, You must tell Woolworths immediately by contacting Customer Care. You are responsible for all Charges up until the time You tell Customer Care that the SIM Card is lost or has been stolen.
- (d) You must not use Your SIM Card or the Post-paid Mobile Service in connection with a SIM Box, whether to terminate, transit, refile, aggregate, facilitate domestic or international traffic over the Mobile Network or otherwise.

2.5 Minimum term

- (a) Your Post-paid Mobile Service has a minimum term of:
 - (i) in respect of Post-paid Mobile Services provided under the 12 Month SIM Only Offer, 12 months; and

- (ii) in respect of Post-paid Mobile Services provided under any other Offer, one month (**Minimum Term**).
 - (b) At the end of the Minimum Term, You will remain on Your chosen Post-paid Mobile Offer on a month-by-month basis. If Your Post-paid Mobile Offer is no longer available to new and recontracting customers, Woolworths may move You onto another Post-paid Mobile Offer that it reasonably considers to be comparable or ask You to select another Post-paid Mobile Offer. Woolworths will provide You with reasonable notice if this is to occur.
 - (c) If You cancel Your Post-paid Mobile Service at any time before the expiry of the Minimum Term, You will need to pay any outstanding Charges incurred and an Early Termination Charge (**ETC**) which is calculated in accordance with the following formula:

ETC payable = 50% of *Your Minimum Monthly Charge (for the avoidance of doubt, not including any discount) x the number of unpaid months remaining in the Minimum Term.*
- No ETC shall be payable if You cancel a Post-paid Mobile Service acquired under a Month to Month SIM Only Offer or a Woolworths Flexi Mobile Plan Offer, however:
- (i) the full Minimum Monthly Charge may be payable in respect of the month in which the relevant Post-paid Mobile Service was cancelled; and
 - (ii) in relation to a cancelled Post-paid Mobile Service acquired under a Woolworths Flexi Mobile Plan Offer only, all unpaid instalments under Your Handset Payment Plan will become immediately due and payable (refer to **Clause 2.3A** above).
- (d) If You want to exercise Your right in **Clause 2.5(c)** to cancel Your Post-paid Mobile Service after the expiry of the Minimum Term, You must provide us at least 30 days' notice. If You do not provide at least 30 days' notice, then Woolworths may not be able to process any pro-rata refunds of the Minimum Monthly Charge that has been paid by You.

3 Using Your Post-paid Mobile Service

3.1 Included Value and Data Allowance

- (a) Every calendar month from the activation of your Post-paid Mobile Service until its cancellation or termination (each such calendar month being a "**Usage Period**"), You will receive:
 - (i) **Included Value** which is an allowance (\$) which can be used to pay for Charges (as described in **Clause 3.4** below); and
 - (ii) **Data Allowance** which is an allowance (MB/GB) for data usage while in Australia.
- (b) The amounts of Included Value and Data Allowance depend on Your chosen Offer, which are described in **Schedule 1** to these Service Terms. In relation to tablet devices, only Data Allowance may be available (depending on device compatibility).
- (c) Subject to paragraph (d), any unused Included Value and Data Allowance expires at the end of each Usage Period and does not roll-over.
- (d) If Your chosen Offer includes **Data Bank**, any unused Data Allowance each month will roll-over to your Data Bank and be available for use in subsequent Usage Periods. Unused data on a Data Add-on Pack will also rollover into Your Data Bank. Your Data Bank is capped at 30GB and any excess unused data will be forfeited. Your Data Bank will be forfeited if Your Post-paid Mobile Service is terminated or if You change to an Offer that does not include Data Bank. If You change to a lower value Offer that still includes Data Bank, then effective from the time of the change:
 - (i) Your Data Bank balance will be reset to zero (Your balance immediately prior to the change will be forfeited); and
 - (ii) Any unused Data Allowance relating to the Usage Period in which the change of Offer takes effect will be transferred to your Data Bank.

- (e) Unless otherwise notified by Woolworths, Included Value and Data Allowance cannot be transferred between different Accounts and/or different Offers.

3.2 Using Your Included Value and Data Allowance

- (a) Each Usage Period, as You use features of the Post-paid Mobile Service, Woolworths will deduct Included Value, Data Allowance (as applicable) from Your Account to pay for the Charges which You incur. If Your Offer includes Data Bank, data from the Data Bank will only be used when Your Data Allowance is exhausted.
- (b) You can use the Post-paid Mobile Service within the Mobile Network Coverage Area up to the amount of Included Value and Data Allowance (and Data Bank, if applicable) during the Usage Period. Once You have exceeded Your Included Value limit and/or Data Allowance and exhausted Your Data Bank (if applicable), You will not be able to use the Post-paid Mobile Service until the start of Your next Usage Period, except that You will be able to:
- (i) make calls to emergency services (000 and 112 numbers);
 - (ii) call Customer Care; and
 - (iii) receive calls on Your Post-paid Mobile Service,
- provided you are using a compatible handset device (excluding tablet devices).
- (c) Woolworths may terminate Your use of a feature of the Post-paid Mobile Service You are using if You exceed the relevant Included Value and/or Data Allowance (and Data Bank, if applicable) in Your Account whilst You are using that feature. For example, if You run out of Included Value for Calls in Your Account during the course of a call, Woolworths may terminate the call without notice.
- (d) You must also have sufficient Included Value and/or Data Allowance (and Data Bank, if applicable) in Your Account to cover the full charges of the particular feature of the Post-paid Mobile Service You are attempting to use. For example, if You do not have sufficient Included Value in Your Account to cover the full charges of making a call Woolworths may not connect that call.

3.3 Standard International calls

Included Value International Calls are to eligible standard calls to international numbers in select destinations only. You can review the list of eligible numbers and select destinations at <https://mobile.woolworths.com.au/legals.html> which may change from time to time. Any unused allowance expires at the end of each Usage Period and all calls are rounded up to the nearest 60 seconds.

3.4 International and Extras Extension

- (a) Some usage types on Your Post-paid Mobile Service will not be available unless You activate the International and Extras Extension and pre-select a limit (a maximum of \$100, in multiples of \$10) that You wish to spend. The types of usage that require activation of the International and Extras Extension depends on your selected Offer and is described in Schedule 1 to these Services Terms.
- (b) You can activate the International and Extras Extension by using the Woolworths Mobile App or by calling the Customer Care.
- (c) Access to the International and Extras Extension is limited to the Usage Period during which it was activated. You must reactivate access to the International and Extras Extension during subsequent Usage Periods.

3.5 Add-on Packs

- (a) From time-to-time, Woolworths may make available Add-on Packs that You may elect to purchase to enable You to use Your Post-paid Mobile Service:
- (i) in excess of Your Included Value limit and/or Data Allowance; or
 - (ii) to make calls/SMS to services that are otherwise not included in Your Offer.

- (b) If available, You may purchase Add-on Pack(s) at any time during Your Usage Period. Woolworths will also notify via SMS as You approach Your Included Value or Data Allowance limits of 50%, 85% and 100% and, if Add-on Pack(s) are available for purchase, You will be invited to purchase an Add-on Pack. These SMS will not contain an unsubscribe facility.
- (c) Woolworths offers a number of different ways to purchase Add-on Packs. You can purchase an Add-on Pack through the Woolworths Mobile App, or Customer Care number. The cost of the Add-on Pack will be added to Your next bill.
- (d) The available Add-on Packs, including Add-on Pack Fees, are described in Schedule 2 to these Service Terms.
- (e) The included value (e.g. \$/GB) of any Add-on Pack can only be used during the Usage Period during which they were purchased. Any unused included values will not roll-over to the next Usage Period.
- (f) If You purchase an Add-on Pack, You will be charged the full amount for an Add-on Pack, even if You only use part of the additional calls or data (as applicable) purchased as part of an Add-on Pack.
- (g) You can only have one Add-on Pack for calls and data usage at any time. If You purchase additional Add-on Packs before You use up the applicable included value (\$/GB) of Your then current Add-on Pack, then any unused included value of that Add-on Pack will expire immediately.

3.6 Charges

- (a) The types of Charges that apply to Your use of the Post-paid Mobile Service include:
 - (i) Flagfall for Calls You make;
 - (ii) timed Charges for the duration of Calls You make;
 - (iii) Charges for SMS and MMS You send; and
 - (iv) Charges for other services Woolworths provides to You.
- (b) Woolworths will not charge You for any of the following:
 - (i) unsuccessful Calls, SMS and MMS; and
 - (ii) Calls to toll free numbers including 000, 13 25 00 (State Emergency Services), and Calls to Customer Care (1665 from a Woolworths Mobile Service).

3.7 How are the Charges calculated?

- (a) The Charges You incur for use of the Post-paid Mobile Service and any feature of the Post-paid Mobile Service are calculated in accordance with Your Offer and **Clause 7** of the General Terms.
- (b) Charges for Your Post-paid Mobile Service may depend on a number of factors, including:
 - (i) the Offer You select,
 - (ii) Your usage of the Post-paid Mobile Service;
 - (iii) any included Calls, SMS and services and any free, promotional or discounted rates that Woolworths may offer from time to time; and
 - (iv) requests You make to Woolworths.

3.8 Monitoring Charges You incur

You can access details of and monitor Your usage by using the Woolworths Mobile app or by contacting us via Customer Care.

4 Paying for Your Mobile Post-paid Service

4.1 Charges payable by You

Each month, You must pay:

- (a) Your Minimum Monthly Charge;
- (b) Your Handset Fee;
- (c) any Charges; and
- (d) any Add-on Packs Fees.

4.2 Accessing the Post-paid Mobile Service

There may be factors which interfere with Your ability to use all features of the Post-paid Mobile Service, including:

- (a) Your compatible device malfunctioning;
- (b) Your compatible device being switched off or in flight mode;
- (c) Your compatible device or SIM Card having insufficient memory;
- (d) You being in a location that is not in the Mobile Network Coverage Area as required to use that particular feature of the Mobile Post-paid Service;
- (e) Your attempting to use, access, download or transmit a service, feature or Content that is not compatible with Your compatible device; and
- (f) The mobile handset of the person You attempt to contact being switched off or outside a mobile coverage area, not having the required functionality or being connected to an incompatible local or overseas network.

Please note that certain features of the Post-paid Mobile Service may not be available on tablet devices.

4.3 Your compatible device

You acknowledge and agree that

- (a) Woolworths or a Woolworths Supplier may:
 - (i) disclose, or permit a Woolworths Supplier to disclose, information on blocked and unblocked IMEIs to other Australian mobile telecommunications providers;
 - (ii) check, or permit a Woolworths Supplier to check, whether the IMEI of any device used by You to access the Post-paid Mobile Service is blocked;
- (b) updates to device firmware may be necessary for the device to continue receiving the Post-paid Mobile Service or for the device to receive new network features; and
- (c) neither Woolworths nor any Woolworths Supplier will have any liability to You or anyone else for exercising its rights under this **Clause 4.3**.

4.4 Restrictions on use

- (a) If Woolworths or a Woolworths Supplier becomes aware of, or reasonably suspects, that You have breached Your obligations under the Acceptable Use Policy, Woolworths or a Woolworths Supplier may:
 - (i) require You to cease the activities that are in breach of the Acceptable Use Policy within 24 hours;
 - (ii) suspend, limit or terminate Your Account or the provision of the Post-paid Mobile Service (or any feature of it); and/or
 - (iii) charge You on a pay-as-you-go basis, by notice to You.
- (b) Where Woolworths has a right to suspend Your Account or the provision of a Post-paid Mobile Service, then:
 - (i) any expiry date applicable to the Included Value or Data Allowance will not be affected by such suspension;
 - (ii) any suspended Post-paid Mobile Service will retain its mobile number; and
 - (iii) Woolworths may not process any porting request in relation to the suspended Account or Post-paid Mobile Service during the period of suspension.

4.5 Coverage

- (a) Woolworths Group Limited ABN 88 000 014 675 uses part of Telstra's 4G and 3G mobile network. The Post-paid Mobile Service will only work within the Mobile Network Coverage Area. Outside the Mobile Network Coverage Area, provided You are still Connected to the Post-paid Mobile Service and within the network coverage areas of other telecommunications service providers in Australia, You will only be able to make emergency calls to 000 or 112 only. You acknowledge that Woolworths or Woolworths' Suppliers may change the Mobile Network Coverage Area from time to time.
- (b) You are responsible for checking whether the Mobile Network Coverage Area is within the areas where You will ordinarily use the Post-paid Mobile Service, prior to purchasing the Post-paid Mobile Service. You can access coverage maps on Woolworths Mobile website www.woolworths.com.au/mobile.
- (c) Within the Mobile Network Coverage Area, the Post-paid Mobile Service may be affected by natural or physical structures within the area You are in. The coverage maps are general in nature, and there may be areas within the Mobile Network Coverage Area where there is no, or reduced, coverage.
- (d) Some features of the Post-paid Mobile Service, such as data services, may be dependent on You and the person with whom You are communicating, being able to receive a particular level of signal strength within the Mobile Network Coverage Area, which may not be available in all areas. Accordingly, You may not be able to use those features of the Post-paid Mobile Service, if You or the person You are communicating with, are not in the particular area of the Mobile Network Coverage Area, upon which the feature You are trying to use is dependant.
- (e) You will not be able to use the Post-paid Mobile Service outside Australia.

5 Other Services

The following services are not available with Your Post-paid Mobile Service:

- (a) Premium Services;
- (b) International Roaming;
- (c) transferring Your Mobile Number to another person;
- (d) calls or SMS to the following types of numbers: "19xx", "0055", "1234", "12455" and "12456"; and
- (e) any activity prohibited under the Acceptable Use Policy, for example: MVOIP, SMSIP and SIM boxing.

6 Additional Woolworths termination rights

In addition to the termination rights set out in **Clause 12** of the General Terms, Woolworths may, without liability, terminate the Customer Terms that apply to You immediately by notice to You if:

- (a) You port Your Mobile Number to another telecommunications service provider;
- (b) You use Your SIM Card, or the Post-paid Mobile Service in connection with a SIM Box, whether to terminate, transit, refile, aggregate, facilitate domestic or international traffic over the Mobile Network or otherwise; or
- (c) You have not paid Your monthly bill at least 28 Business Days from the date on which payment was due.

7 Mobile Numbers

- (a) If You do not already have a Mobile Number, Woolworths can issue You with a Mobile Number to use with the Mobile Post-paid Service. You may apply for a specific Mobile Number from a pool of mobile numbers available to Woolworths for no Charge.
- (b) Once Woolworths has issued you with a Mobile Number and the order has been accepted, you cannot elect to port a number from another carrier as a replacement for the number which has been allocated to you as part of the sign-on process.
- (c) Woolworths does not confer any ownership, legal interest or goodwill in any Mobile Number issued to You. Subject to **Clause 7(d)**, You are entitled to continue to use any Mobile Number that Woolworths issues to You.
- (d) Where the Telecommunications Numbering Plan allows or requires Woolworths to recover a Mobile Number from You, including where a Mobile Number has been quarantined by Woolworths or a Woolworths Supplier after Your Account has been placed in a Deactivated State or as otherwise permitted or required under the Telecommunications Numbering Plan, You will not be entitled to recover Your Mobile Number.
- (e) If You would like to change Your Mobile Number You must pay the applicable Charge each time You request a new Mobile Number. If You have received communications of a harassing nature, and You have informed the relevant law enforcement agency of such communications, Woolworths will issue You with a replacement Mobile Number for no Charge. However, You may need to provide evidence to Woolworths.
- (f) If Woolworths recovers Your Mobile Number from You in accordance with **Clause 7(d)**, Woolworths will issue You with a replacement Mobile Number for no Charge but otherwise has no liability to You.

8 Mobile Number Portability (MNP)

- (a) MNP allows You to keep Your existing Mobile Number when You wish to stop using the mobile service provided by Your current telecommunications service provider and take up a new mobile service with a new telecommunications service provider. This process is known as porting and is regulated under various legislation including the MNP Code.
- (b) You will be able to port Your Mobile Number from Your current telecommunications service provider to Woolworths if that Mobile Number is able to be ported under the Telecommunications Numbering Plan.
- (c) Woolworths will not Charge You to port Your Mobile Number from Your current telecommunications service provider to Woolworths.
- (d) If You wish to port Your existing Mobile Number from Your current telecommunications service provider to Woolworths, then You must complete the MNP Customer Authorisation Process.
- (e) The MNP Customer Authorisation Process can be completed through the Woolworths Mobile website or through Customer Care. You will be required to provide Your existing Mobile Number, Your existing account or reference number from Your current telecommunications service provider or Your date of birth. You will need to provide an acknowledgement that You are authorised to request the porting of Your Mobile Number and that You authorise for the port to take place. You will also be required to provide an acknowledgement that Woolworths has notified You about those matters referred to in **Clause 8(g)**.
- (f) You should notify Woolworths as soon as possible, if You wish to withdraw Your authority to port Your Mobile Number.
- (g) You should be aware that:

- (i) You may or may not be in an existing contract with Your current telecommunications service provider;
 - (ii) although You have the right to port Your Mobile Number, there may be costs and obligations, including early termination payments, outstanding call and service usage costs and other contractual obligations associated with Your current telecommunications service provider and porting Your Mobile Number;
 - (iii) any pre-paid credits in Your account with Your current telecommunications service provider may be forfeited; and
 - (iv) the service, including related services such as value added services, associated with the Mobile Number whilst connected to Your current telecommunications service provider may or may not be disconnected from Your current telecommunications service provider and may result in finalisation of Your account for that service.
- (h) Woolworths cannot guarantee when or how long it will take to effect a port, however Woolworths will use reasonable endeavours to ensure the port takes effect as soon as possible (within the Standard Hours of Operation).
- (i) To the maximum extent permitted by law, Woolworths is not responsible or liable for any period of outage of Your Mobile Number or mobile service or Post-paid Mobile Service (or any related or ancillary services) that occurs as a result of, or otherwise in connection with, the porting process, except as provided by **Clause 14** of the General Terms.
- (j) If You would like to continue using Your existing device when You port Your Mobile Number to Woolworths, You should confirm with Woolworths that Your existing mobile handset meets any specifications published on the Woolworths Mobile website and if necessary, arrange to have Your existing mobile handset unlocked or re-programmed from Your current telecommunications service provider.
- (k) You may also port Your Mobile Number from Woolworths to another telecommunications service provider, if that Mobile Number is able to be ported under the Telecommunications Numbering Plan.
- (l) If You port Your Mobile Number from Woolworths to another telecommunications service provider, You must pay any administrative costs in addition to any ETCs payable by You.
- (m) In accordance with **Clause 16** of the General Terms, Woolworths may disclose Your Personal Information to other telecommunications service providers in order to effect a port. All information will be disclosed in accordance with the Privacy Policy available on the Woolworths Mobile website.
- (n) If Your Post-paid Mobile Service is Disconnected or terminated and You do not port Your Mobile Number in accordance with this **Clause 8**, Your Mobile Number may be issued to another customer in accordance with the Telecommunications Numbering Plan.

9 Handset Blocking

- (a) This **Clause 9** does not apply to any Post-paid Mobile Services under a SIM Only Offer.
- (b) You can ask Woolworths to:
 - (i) block the use of Your device if it is lost or stolen; or
 - (ii) unblock the use of Your device.
- (c) If Your device is blocked, it cannot be used to access Post-paid Mobile Services (except to make calls to emergency 000 or 112 numbers only). Access to the TTY 106 emergency services number may be restricted or unavailable from some blocked devices.
- (d) Woolworths can block the use of Your compatible device if Woolworths reasonably considers that Your compatible device has been lost or stolen. Woolworths will use reasonable endeavours to contact You before Your compatible device is blocked.

- (e) Woolworths may block or continue to block the use of Your compatible device without Your consent if the compatible device has been lost or stolen, even if You prove to Woolworths that You have acquired the compatible device in good faith without knowing that it has (or may have) been lost or stolen.
- (f) If Woolworths blocks Your device, Woolworths or a Woolworths Supplier may include the International Mobile Equipment Identity (**IMEI**) number of Your device on a list of blocked IMEI numbers that is available to other Carriers and Carriage Service Providers who may also block Your device on their network.

10 Calling Line Identification

- (a) Calling Line Identification (**CLI**) includes the called party's number, the calling party's number, the date and time of the call, the call's duration and routing. CLI makes possible the provision of a range of products and services to Customers, including Calling Number Display (**CND**).
- (b) CND will allow Your Mobile Number to be displayed on the telephone of the person You are calling if their telephone is CND enabled and You have not asked for CLI to be blocked.
- (c) For Calls from overseas or international numbers, You will not be able to see the calling party's CLI.
- (d) You may request for Your CLI to be presented or blocked by:
 - (i) making a request that CLI never be presented except when You choose to present it for single calls by dialling 1832, or such other number as may be in use to allow the presenting of CLI from time to time, before the number being called; or
 - (ii) making a request that CLI always be presented except when You choose to block CLI for single calls by dialling 1831, or such other number as may be in use to allow the blocking of CLI from time to time, before the number being called.
- (e) You are entitled to make one such request in any period of 6 months free of Charge. A Charge may apply if You make more than one such request in any 6 months period.
- (f) If You do not request one of the options above, Your Mobile Number will be presented on the telephone of the person You are calling.
- (g) You cannot block CLI:
 - (i) for calls to emergency services;
 - (ii) when sending SMS and MMS; and
 - (iii) where CLI is used for billing, call management, credit control or law enforcement purposes.

11 The meaning of terms used in these Service Terms

The meaning of certain words and abbreviations used in these Service Terms are set out below. Other words and abbreviations used in these Service Terms are defined in **Clause 18** of the General Terms (if a term is defined in both the General Terms and these Service Terms, then to the extent of any inconsistency the definition in these Service Terms shall prevail in relation to the interpretation of these Service Terms).

Singular words include the plural equivalent and vice versa.

Grammatical variations of a word defined in the Service Terms or General Terms (as applicable) have a corresponding meaning.

Where the word "including" is used in these Service Terms, it should be read as "including but not limited to".

12 Month SIM Only Offer means each of the Offers described as a 12 Month SIM Only Post-paid Offer in Schedule 1..

Account Management Service means the service provided by Woolworths or a Woolworths Supplier from time to time to enable You to access Your Account balance information.

Area Code means a set of 2, 3 or 4 digits, beginning with '0', at the start of a Geographic Number, indicating the part of Australia where:

- (a) a customer, to whom the geographic number is issued, is located; or
- (b) a telecommunications service is supplied or operated.

Calling Line Identification means the ability of the receiving handset to determine the Full National Number of the party placing the call.

Calling Number Display or **CND** means the ability of the receiving handset to display the full national number of the party placing the call and any data stored on that handset which is associated with the full national number that placed the call (also known as 'caller ID').

Calls means calls to and from Your Service to:

- (a) an international number by voice or video;
- (b) the Full National Number of another telephone service where both services are within Australia and the Full National Number dialled is:
 - (i) a ten digit mobile number for a Digital Mobile Service with the prefix '04' or '05';
 - (ii) an eight digit Local Number or ten digit Geographic number (i.e. You are calling a standard fixed line telephone number with or without an Area Code);
 - (iii) six digit numbers starting with '11', '12', '13' or '18';
 - (iv) ten digit numbers starting with '1800' or '1300';
 - (v) call diversions within Australia to Local Numbers, Geographic Numbers or Digital Mobile Service numbers; and
 - (vi) voicemail diversion and retrieval charges (voice and video) within Australia,

excluding, without limitation:

- (c) service types listed in **Clause 4** as not being available with Your Service; and
- (d) operator assisted calls;
- (e) reverse charge, information and push-to-talk calls; and
- (f) calls to any special numbers and services (classified by Woolworths from time to time).

Deactivated State means that an Account has been deactivated, the mobile number associated with it has been quarantined and the end user may no longer access the resupplied Post-paid Mobile Service using it.

Digital Mobile Service means a mobile telephone service or a public mobile telecommunications service supplied by a network using digital modulation techniques.

Early Termination Charge or **ETC** has the meaning given to it in **Clause 2.5(b)**.

Flagfall means the initial fixed fee or flag fall for establishing a phone call.

Full National Number means the number associated with a telecommunications service which enables calls and/or SMS to be made to that service from anywhere within Australia. Examples include: a 10 digit Mobile Digital Service number commencing 04 or 014, a Local Number, a Geographic Number, a 6 or 8 digit premium SMS number commencing 19 or 188, the three digit emergency numbers 000, 112 (international for mobile phones) and 106 (teletext).

Geographic Number means the combination of an Area Code and Local Number that enables the caller to telephone the customer or telecommunications services of the Local Number from places with a different area code to that Local Number.

IMEI means the unique International Mobile Equipment Identification number for a mobile device.

Included Data has the meaning given to it in **Clause 3.1(a)(ii)**.

Included Value has the meaning given to it in **Clause 3.1(a)(i)**.

Local Number (also known as subscriber number) means a set of digits that when dialled, enables the caller to telephone:

- (a) a customer at a place that has the same area code as the caller; or
- (b) a telecommunications service that is supplied or operated at a place that has the same Area Code as the caller.

M2M Use means machine-to-machine use where a device initiates a communication without human interaction and other uses described in the Service Terms or Plan as 'M2M Use' (for example, a vending machine sending wireless packet data to another machine, or a burglar alarm sending an SMS). It does not include data communication from a mobile handset that is ancillary to personal use of the handset (such as checking emails).

Minimum Monthly Charge means the minimum charge payable by You for Your chosen Offer and as described in **Schedule 1** to these Service Terms.

Minimum Term has the meaning given to it in **Clause 2.5(a)**.

MMS means Multimedia Messaging Service that includes multimedia objects such as images, audio, video and rich SMS.

MNP Customer Authorisation Process means the process You need to undertake to port Your existing Mobile Number from Your current telecommunications service provider to Woolworths.

MNP Code means the Communications Alliance Industry Code ACIF C570:2009 – Mobile Number Portability.

Mobile Number Portability or **MNP** means the ability to port a mobile telephone number as described in **Clause 8**.

Month to Month SIM Only Offer means each of the Offers described as a Month to Month SIM Only Post-paid Offer in Schedule 1.

MVOIP means voice calls over the IP protocol (VoIP) using a mobile device.

Offer means an offer from Woolworths to enable Customers to acquire and use the Post-paid Mobile Service. Details of each Offer are set out in Schedule 1.

SIM Box means a voice over internet protocol or fixed-to-mobile gateway device or box containing multiple SIM Cards that enables voice calls to be terminated to fixed and mobile numbers over the Mobile Network.

SIM Card means a subscriber identity module supplied by Woolworths to You, which is to be used with a compatible device to enable You to access and use the Mobile Post-paid Service and the Mobile Network;

SIM Only Offer means the Month to Month SIM Only Offer and the 12 Month SIM Only Offer.

SMSIP means SMS sent or received over an IP network.

Standard Hours of Operation has the meaning given to that term under the Mobile Number Portability Industry Code ACIF C570:2009 as amended from time to time. As at 22 January 2018, the Standard Hours of Operation are:

- 8am to 7pm Monday to Friday Australian Eastern Standard Time / Australian Eastern Daylight Saving Time; and

- 10am to 4pm Australian Eastern Standard Time / Australian Eastern Daylight Saving Time on Saturdays and Sundays; and
- closed on national public holidays.

Usage Period has the meaning given to it in **Clause 3.1(a)**.

Woolworths Flexi Mobile Plan Offer means each of the Offers described as a Woolworths Flexi Mobile Plan Offer in Schedule 1.

Schedule 1: Currently available Offers

Woolworths Flexi Mobile Plan Offers

Detail	X-Small \$20 Plan	Small \$30 Plan	Medium \$40 Plan	Large \$50 Plan
Minimum Monthly Charge	\$20	\$30	\$40	\$50
Data Allowance (all data usage is rounded up to the nearest 1KB)	2.5GB	5GB	10GB	16GB
Standard National Calls and SMS	Unlimited			
Voicemail diversion and retrieval	Unlimited			
Calls to 13, 1300, 18 and 1800 numbers	Unlimited			
Call forwarding	Unlimited			
Standard MMS to Australian numbers	Unlimited			
Video MMS to Australian numbers	\$0.75 (available only if you activate the International and Extras Extension)			
Video calls within Australia	\$2.40 + \$6/min (available only if you activate the International and Extras Extension)			
Directory assistance within Australia	\$1.89 (available only if you activate the International and Extras Extension)			
International directory assistance within Australia	\$6.66 (available only if you activate the International and Extras Extension)			
SMS to 13, 1300, 18 and 1800 numbers	\$0.29 (available only if you purchase and Add-on Pack or activate the International and Extras Extension)			
DIAL IT time and weather services	\$6.66 + \$0.90/min (available only if you activate the International and Extras Extension)			
International Calls	Not available	Not available	Not available	Not available
International Standard SMS	None	200 SMS	Unlimited	Unlimited
Telstra Mobile Satellite [014710, x1, x2, x4, x5, x6]	\$0.52 + \$1.55/min (available only if you activate the International and Extras Extension)			
Optus MobileSat [01451, x2, x3]	\$0.47 + \$2.57/min (available only if you activate the International and Extras Extension)			
SMS to satellite numbers	\$0.50 (available only if you activate the International and Extras Extension)			
MMS to international and satellite numbers	\$0.75 (available only if you activate the International and Extras Extension)			
International video calls	\$3.20 + \$10.80/min (available only if you activate the International and Extras Extension)			
Changing between Woolworths Flexi Mobile Plan Offers	Each Customer may change between different Woolworths Flexi Mobile Plan Offers once every 12 months without incurring any change fee. Upon changing to another Woolworths Flexi Mobile Plan Offer, any special offers or discounts that the Customer received under their original Woolworths Flexi Mobile Plan Offer will be forfeited.			
Handset Payment Plan	Woolworths Flexi Mobile Plan Offers are only available to Customers who purchase a mobile handset device from Woolworths under a 24 or 36 month Handset Payment Plan. If the Customer cancels their Woolworths Flexi Mobile Plan Offer, the Handset Payment Plan will automatically terminate and all remaining instalments under the Handset Payment Plan will be applied to the Customer's next bill.			
Handset Upgrade Fee	\$199 if upgrade occurs anytime between the first and second anniversaries of the commencement date of the Customer's existing Handset Payment Plan. \$99 if upgrade occurs anytime after the second anniversary of the commencement date of the Customer's existing Handset Payment Plan. No Handset Upgrade Fee is payable if all instalments have been fully paid under the Customer's existing Handset Payment Plan.			
Data Bank	30GB Data Bank			

12 Month SIM Only Post-paid Offers

Detail	X-Small (\$20) 12 Month SIM Only Plan	Small (\$30) 12 Month SIM Only Plan	Medium (\$40) 12 Month SIM Only Plan	Large (\$50) 12 Month SIM Only Plan
Minimum Monthly Charge	\$20	\$30	\$40	\$50
Included Value	N/A			
Data Allowance (all data usage is rounded up to the nearest 1KB)	2.5GB	5GB	10GB	16GB
Standard National Calls and SMS	Unlimited			
Voicemail diversion and retrieval	Unlimited			
Calls to 13, 1300, 18 and 1800 numbers	Unlimited			
Call forwarding	Unlimited			
Standard MMS to Australian numbers	Unlimited			
Video MMS to Australian numbers	\$0.75 (available only if you activate the International and Extras Extension)			
Video calls within Australia	\$2.40 + \$6/min (available only if you activate the International and Extras Extension)			
Directory assistance within Australia	\$1.89 (available only if you activate the International and Extras Extension)			
International directory assistance within Australia	\$6.66 (available only if you activate the International and Extras Extension)			
SMS to 13, 1300, 18 and 1800 numbers	\$0.29 (available only if you purchase and Add-on Pack or activate the International and Extras Extension)			
DIAL IT time and weather services	\$6.66 + \$0.90/min (available only if you activate the International and Extras Extension)			
International SMS allowance	None	200 SMS	Unlimited	Unlimited
International calls and additional International SMS	See woolworths.com.au/mobile for latest rates (available only if you purchase an International Add-on Pack or activate the International and Extras Extension)			
Telstra Mobile Satellite [014710, x1, x2, x4, x5, x6]	\$0.52 + \$1.55/min (available only if you activate the International and Extras Extension)			
Optus MobileSat [01451, x2, x3]	\$0.47 + \$2.57/min (available only if you activate the International and Extras Extension)			
SMS to international and satellite numbers	\$0.50 (available only if you activate the International and Extras Extension)			
MMS to international and satellite numbers	\$0.75 (available only if you activate the International and Extras Extension)			
International video calls	\$3.20 + \$10.80/min (available only if you activate the International and Extras Extension)			
Data Bank	30GB Data Bank.			

Month to Month SIM Only Post-paid Offers

Detail	Small (\$35) Month-to-Month SIM Only Plan	Medium (\$50) Month-to-Month SIM Only Plan	Large (\$60) Month-to-Month SIM Only Plan
Minimum Monthly Charge	\$35	\$50	\$60
Included Value	N/A		
Data Allowance (all data usage is rounded up to the nearest 1KB)	1.5GB	6GB	9GB
Standard National Calls and SMS	Unlimited		
Voicemail diversion and retrieval	Unlimited		
Calls to 13, 1300, 18 and 1800 numbers	Unlimited		
Call forwarding	Unlimited		
Standard MMS to Australian numbers	Unlimited		
Video MMS to Australian numbers	\$0.75 (available only if you activate the International and Extras Extension)		
Video calls within Australia	\$2.40 + \$6/min (available only if you activate the International and Extras Extension)		
Directory assistance within Australia	\$1.89 (available only if you activate the International and Extras Extension)		
International directory assistance within Australia	\$6.66 (available only if you activate the International and Extras Extension)		
SMS to 13, 1300, 18 and 1800 numbers	\$0.29 (available only if you purchase and Add-on Pack or activate the International and Extras Extension)		
DIAL IT time and weather services	\$6.66 + \$0.90/min (available only if you activate the International and Extras Extension)		
International SMS allowance	200 SMS	Unlimited	Unlimited
International calls and additional International SMS	See woolworths.com.au/mobile for latest rates (available only if you purchase an International Add-on Pack or activate the International and Extras Extension)		
Telstra Mobile Satellite [014710, x1, x2, x4, x5, x6]	\$0.52 + \$1.55/min (available only if you activate the International and Extras Extension)		
Optus MobileSat [01451, x2, x3]	\$0.47 + \$2.57/min (available only if you activate the International and Extras Extension)		
SMS to international and satellite numbers	\$0.50 (available only if you activate the International and Extras Extension)		
MMS to international and satellite numbers	\$0.75 (available only if you activate the International and Extras Extension)		
International video calls	\$3.20 + \$10.80/min (available only if you activate the International and Extras Extension)		
Data Bank	Not available		

All calls are rounded up to the nearest 60 seconds.

Schedule 2: Add-on Packs

National Included Value Add-on Packs

The following National Included Value Add-on Packs are available for purchase and use during a Usage Period:

Detail	\$200 National Included Value Add-on
Add-on Pack Fee	\$10
Included Value	\$200 (for Standard National Usage and other National call types excluding Satellite calls. Does not include International Calls).

Data Add-on Packs

The following Data Add-on Packs are available for purchase and use during a Usage Period:

Detail	1GB Data Add-On	3GB Data Add-on	5GB Data Add-on
Add-on Pack Fee	\$10	\$25	\$35
Data Allowance	1GB	3GB	5GB

International Add-on Packs

1. The following International Add-on Packs are available for purchase and use during a Usage Period:

Detail	\$4 International Add-On	\$10 International Add-on	\$15 International Add-on
Add-on Pack Fee	\$4	\$10	\$15
Included Value	50 minutes to 36 selected international destinations (Included International Calls are to eligible numbers in selected destinations only, you can review the list of eligible numbers at www.woolworths.com.au/mobile)	300 minutes to 36 selected international destinations (Included International Calls are to eligible numbers in selected destinations only, you can review the list of eligible numbers at www.woolworths.com.au/mobile)	Unlimited calls to 10 selected international destinations and 300 minutes to 36 selected destinations (Included International Calls are to eligible numbers in selected destinations only, you can review the list of eligible numbers at www.woolworths.com.au/mobile)

Schedule 3: Discontinued Offers

Woolworths Flexi Mobile Plan Offers (for customers connected between 30/04/18 and 12/08/18)

Detail	Small \$30 Plan	Medium \$40 Plan	Large \$50 Plan
Minimum Monthly Charge	\$30	\$40	\$50
Data Allowance (all data usage is rounded up to the nearest 1KB)	5GB	10GB	15GB
Standard National Calls and SMS	Unlimited		
Voicemail diversion and retrieval	Unlimited		
Calls to 13, 1300, 18 and 1800 numbers	Unlimited		
Call forwarding	Unlimited		
Standard MMS to Australian numbers	Unlimited		
Video MMS to Australian numbers	\$0.75 (available only if you activate the International and Extras Extension)		
Video calls within Australia	\$2.40 + \$6/min (available only if you activate the International and Extras Extension)		
Directory assistance within Australia	\$1.89 (available only if you activate the International and Extras Extension)		
International directory assistance within Australia	\$6.66 (available only if you activate the International and Extras Extension)		
SMS to 13, 1300, 18 and 1800 numbers	\$0.29 (available only if you purchase and Add-on Pack or activate the International and Extras Extension)		
DIAL IT time and weather services	\$6.66 + \$0.90/min (available only if you activate the International and Extras Extension)		
International Calls	Not available	Not available	Not available
International Standard SMS	200 SMS	Unlimited	Unlimited
Telstra Mobile Satellite [014710, x1, x2, x4, x5, x6]	\$0.52 + \$1.55/min (available only if you activate the International and Extras Extension)		
Optus MobileSat [01451, x2, x3]	\$0.47 + \$2.57/min (available only if you activate the International and Extras Extension)		
SMS to satellite numbers	\$0.50 (available only if you activate the International and Extras Extension)		
MMS to international and satellite numbers	\$0.75 (available only if you activate the International and Extras Extension)		
International video calls	\$3.20 + \$10.80/min (available only if you activate the International and Extras Extension)		
Changing between Woolworths Flexi Mobile Plan Offers	Each Customer may change between different Woolworths Flexi Mobile Plan Offers once every 12 months without incurring any change fee. Upon changing to another Woolworths Flexi Mobile Plan Offer, any special offers or discounts that the Customer received under their original Woolworths Flexi Mobile Plan Offer will be forfeited.		
Handset Payment Plan	Woolworths Flexi Mobile Plan Offers are only available to Customers who purchase a mobile handset device from Woolworths under a 24 or 36 month Handset Payment Plan. If the Customer cancels their Woolworths Flexi Mobile Plan Offer, the Handset Payment Plan will automatically terminate and all remaining instalments under the Handset Payment Plan will be applied to the Customer's next bill.		
Handset Upgrade Fee	<p>\$199 if upgrade occurs anytime between the first and second anniversaries of the commencement date of the Customer's existing Handset Payment Plan.</p> <p>\$99 if upgrade occurs anytime after the second anniversary of the commencement date of the Customer's existing Handset Payment Plan.</p> <p>No Handset Upgrade Fee is payable if all instalments have been fully paid under the Customer's existing Handset Payment Plan.</p>		

12 Month SIM Only Post-paid Offers (for customers connected between 30/04/18 and 12/08/18)

Detail	Small (\$30) 12 Month SIM Only Plan	Medium (\$40) 12 Month SIM Only Plan	Large (\$50) 12 Month SIM Only Plan
Minimum Monthly Charge	\$30	\$40	\$50
Included Value	N/A		
Data Allowance (all data usage is rounded up to the nearest 1KB)	5GB	10GB	15GB
Standard National Calls and SMS	Unlimited		
Voicemail diversion and retrieval	Unlimited		
Calls to 13, 1300, 18 and 1800 numbers	Unlimited		
Call forwarding	Unlimited		
Standard MMS to Australian numbers	Unlimited		
Video MMS to Australian numbers	\$0.75 (available only if you activate the International and Extras Extension)		
Video calls within Australia	\$2.40 + \$6/min (available only if you activate the International and Extras Extension)		
Directory assistance within Australia	\$1.89 (available only if you activate the International and Extras Extension)		
International directory assistance within Australia	\$6.66 (available only if you activate the International and Extras Extension)		
SMS to 13, 1300, 18 and 1800 numbers	\$0.29 (available only if you purchase and Add-on Pack or activate the International and Extras Extension)		
DIAL IT time and weather services	\$6.66 + \$0.90/min (available only if you activate the International and Extras Extension)		
International SMS allowance	200 SMS	Unlimited	Unlimited
International calls and additional International SMS	See woolworths.com.au/mobile for latest rates (available only if you purchase an International Add-on Pack or activate the International and Extras Extension)		
Telstra Mobile Satellite [014710, x1, x2, x4, x5, x6]	\$0.52 + \$1.55/min (available only if you activate the International and Extras Extension)		
Optus MobileSat [01451, x2, x3]	\$0.47 + \$2.57/min (available only if you activate the International and Extras Extension)		
SMS to international and satellite numbers	\$0.50 (available only if you activate the International and Extras Extension)		
MMS to international and satellite numbers	\$0.75 (available only if you activate the International and Extras Extension)		
International video calls	\$3.20 + \$10.80/min (available only if you activate the International and Extras Extension)		