

# **SPINTEL MOBILE SERVICE DESCRIPTION**



## **1. THIS MOBILE SERVICE DESCRIPTION**

- a) This Mobile Service Description, together with:
  - i. your Application;
  - ii. the Customer Terms;
  - iii. the Mobile Standard Pricing Table;
  - iv. the Acceptable Use Policy;forms the agreement.
- b) You may obtain a copy of the latest version of the Customer Terms, Mobile Service Description, Mobile Standard Pricing Table and, Acceptable Use Policy from us or from our website: [www.spin.net.au](http://www.spin.net.au).
- c) Where you may be charged a fee or charge, then this fee is set out in the Mobile Standard Pricing Table.

## **2. DESCRIPTION OF THE SERVICE**

The service allows you to make calls, send content, and receive calls and content on your mobile phone, through SpinTel on the Optus Mobile Network. There are a number of Value Added Services (“VAS”) available, some of which are provided by default to you. To use some of the VAS features you may need to be in specific Optus Mobile network coverage areas. You may also need special equipment (such as a data capable, 3G mobile phone).

## **3. SUPPLY OF THE SERVICE**

- a) Non fixed-length agreement: We will provide the service to you on a month-to-month basis until it is cancelled in writing, in accordance with the agreement.

#### **4. CHANGING THE AGREEMENT**

- a) Non fixed-length agreement: We may change the agreement by complying with telecommunications legislation.

#### **5. COVERAGE AND DATA SPEEDS**

- a) SpinTel is unable to guarantee mobile coverage in all areas.
- b) The data speeds available to a particular mobile customer are affected by many factors; actual speed rates are not guaranteed and real world speed results may vary and may be slower. With any network based on radio technology, local conditions may prevent or interfere with mobile reception within coverage areas, eg, inside concrete buildings, lift wells, basements, tunnels and road cuttings. High-rise buildings may also suffer degradation of service and our coverage maps are not an indication of in-building coverage. There are several factors that may affect speeds, such as distance from the mobile phone tower, the capacity and load on the mobile phone tower, the network currently in selection (GSM, 3G/HSPA), your hardware and software, the source of your download/upload, and general internet traffic. Different speeds will be achieved at different times, depending on congestion, location, local conditions, hardware, software, and general internet traffic. The service is furthermore subject to network availability.

#### **6. WHAT WE PROVIDE AS PART OF THE SERVICE**

- a) We will provide you with:
  - i. any additional service features you have selected,
  - ii. access to customer service.
- b) We are not responsible for installing, maintaining or providing on-site technical support in relation to the required equipment.
- c) We will provide you with a mobile service which uses the Optus mobile network.
- d) If your plan has included value it will comprise of a dollar allowance which can be used each billing month and only applies to eligible call types (as stipulated in the Mobile Standard Pricing Table for your plan). Any unused included value or included data allowances are forfeited at the end of each billing month and are not transferable or refundable. Once you reach and exceed your included value you will be charged at the rates stated in the Mobile Standard Pricing Table.
- e) If your plan includes unlimited calls and text it will only be to eligible call and text types (as stipulated in the Mobile Standard Pricing Table for your plan).

- f) If your plan does not include any value, it will not include any call, text or data. Pricing for these plans are stipulated in the Mobile Standard Pricing Table.
- g) SpinTel will endeavor to warn you via SMS when you are about to exceed or have exceeded your included amount (if applicable to your plan). These warnings (if applicable to your plan) will be provided at 80% and 100% of your included value, bonus value and data allowances. You will not receive any warnings for unlimited plans or other plan types.
- h) SpinTel receives information regarding usage and displays such records via My Account up to 72 hours after the event. Therefore, SpinTel is not able to immediately warn you about heavy usage. You are responsible for any usage irrespective of any warnings.

## **7. USE OF THE SERVICE**

- a) To be an account holder, you must be over 18 years of age, or if not, you must have obtained the consent of a parent or guardian.
- b) We are not responsible for any content that may be obtained via the service.
- c) In order to provide you the service, we may collect certain information about the performance of the service, your mobile handset, the mobile tower you are connecting to, and your use of the service. Unless we are permitted or required to we will not use this information to identify you.
- d) Any username you elect to use in conjunction with the service must meet our specifications as advised when you apply for the service. We reserve the right to delete usernames that we consider offensive, defamatory, illegal or otherwise inappropriate without notice.
- e) We will communicate with you using your primary email address. You agree to monitor this email account regularly to retrieve and review these communications.
- f) You must:
  - i. comply with the Acceptable Use Policy when using the service, and
  - ii. ensure that the mobile handset you are using is unlocked and compatible with the Optus mobile network.
- g) You must not:
  - i. resell, share or otherwise distribute the service (or any part of the service) to any third party without our prior written consent, or
  - ii. run or provide network services to others via the service.
- h) You may provide your own mobile handset for use with the SpinTel mobile service, however, the set-up and configuration of the handset is not supported by customer service.

- i) We may monitor your account to ensure that you are complying with the agreement. We will investigate any misuse of the service and may involve police or other law enforcement agencies in doing so. If we find that you have misused the service, we may recover from you any costs of investigating that misuse. If your misuse causes loss to another user and we are required to pay compensation to that user, we may require you to reimburse us.
- j) If your mobile handset or SIM card is lost or stolen, you must notify our customer service team as soon as possible so we can IMEI Block the device and disable the SIM card.

## **8 CONNECTING TO THE SERVICE AS A NEW SPINTEL MOBILE CUSTOMER**

### **8.1 Limitation on connection to the service**

- a) To connect to the service you must:
  - i. be the account holder or an authorised representative of the account holder to transfer your mobile number (if applicable),
  - ii. pass a SpinTel credit assessment and your application must be accepted by SpinTel,
  - iii. have a suitable mobile handset, unlocked and compatible with the Optus mobile network, and;
  - iv. be in an Optus mobile coverage area.
- b) To be able to connect to the service:
  - i. you need to activate the mobile service, and
  - ii. you need to install the SIM card, which we supply to you.

### **8.2 Activating the service**

We will provision the mobile service by either transferring your existing mobile to SpinTel or providing you with a new mobile number. If you are transferring your mobile number, there may be a minor disruption to your mobile service during activation.

You will have seven (7) days to activate the mobile service either by:

- a) Calling us on 1300 303 375 to activate over the phone, or
- b) Logging on to 'My Account' at <http://my.spin.net.au/> and activating.

It is recommended to activate the service within 7 days of receiving your SIM card.

### **8.3 Installing the service**

- a) You are responsible for installing the SIM card into a suitable mobile handset,
- b) You warrant that you understand that failure to correctly install the SIM card correctly can result in the service being interrupted and may damage the SIM card or mobile handset.

### **8.4 Equipment you need to connect to the service**

- a) To access the service you must have suitable mobile equipment.
- b) You may choose to supply all of the required equipment yourself. If you do supply all of the equipment yourself: any equipment, including mobile handsets, must be adequate to access the service and be unlocked and compatible with the Optus mobile network. The operation of, and any repairs to the equipment is your responsibility.

## **9. SUSPENSION OR CANCELLATION OF THE SERVICE**

- a) Subject to the Customer Terms we are entitled to suspend the service under the agreement
- b) If the service is cancelled under the agreement, we are authorised to delete any files, programs, data and email messages stored in your primary email address (and any associated email addresses).

## **10. THE COST OF THE SERVICE**

The cost of the service depends on;

- a) the pricing plan you select (see Mobile Standard Pricing Table),
- b) your use of the service, and
- c) any changes you make to your pricing plan, the additional service features you use or acquire.

## **11. CHANGING YOUR PRICING PLAN**

- a) You may at any time request to change your pricing plan.
- b) Under the terms of a pricing plan, there may be certain conditions relating to changing your pricing plan, such conditions are detailed in the Mobile Standard Pricing Table.
- c) A change of pricing plan takes effect on the first day of the next billing month following your request, and our agreement to do so.

## **12. PAYMENT METHODS**

- a) Depending on which plan you agree to, you must pay the service charges monthly in advance by direct debit payment from your credit card or nominated bank account. Call, text and data charges are to be paid monthly in arrears.
- b) If we offer another payment method and you elect to pay your account by that method, we may charge you a monthly account processing fee.

## **13. IF YOUR PAYMENT IS DECLINED**

If the direct debit payment from your credit card or nominated bank account is declined for any reason, you will be charged a dishonour fee up to \$30 fee. We will contact you via email or SMS to notify you to ensure that you have adequate funds in your account. We will then attempt to debit your account again five days later.

If the direct debit payment is declined for any reason a second time:

- i. we will charge you a second dishonour fee, and
- ii. we may immediately suspend the service,
- iii. you must contact us to arrange alternative payment arrangements and, if successful, we will lift the suspension.

You must pay the fees and charges for the service even if the service is unavailable during the suspension period.

## **14. TRANSFERRING YOUR SERVICE TO ANOTHER CARRIER OR CARRIAGE SERVICE PROVIDER**

If you transfer your service:

- a) You must provide 30 days' written notice of your intention.
- b) You will be liable for any charges incurred up to and including the date the service is cancelled.

## **15. DATA USAGE**

- a) Unless we specify otherwise, your data usage applies to downloading and uploading.
- b) If your pricing plan and your data usage exceeds the data allowance for any given billing month, you will be:
  - i. charged excess usage charges (according to the Mobile Standard Pricing Table) for any data usage over and above your data allowance until the first day of your next billing month.

- c) Your data usage is reset to zero on the first (1st) day of each billing month. Any unused data allowance in any month cannot be rolled over into subsequent months.
- d) Our customer portal is provided to allow you to see your data usage for the current billing month, these data statistics are final. No other method of data collation can be used for the service (including but not limited to the customer's own accounting methods) We recommend you check your data usage regularly to find out your current level of usage, how much of your data allowance remains, and when you are likely to incur excess usage charges.
- e) Data usage records in our customer portal may be delayed by up to 72 hours. However, records of some events, particularly International Roaming events, may not be available until after the relevant billing month. You are liable for such usage even if we only become aware of such usage events after termination of the mobile service.
- f) If an 'Included Data' amount is stated it does not apply to International or Roaming data. Subsequently, if a data rate is stated it does not also apply to International or Roaming data unless stated otherwise.

## 16. VALUE ADDED SERVICES (“VAS”)

SpinTel provides a number of Value Added Services (“VAS”) to you, some of which are provided by default. To use some of the VAS features you may need to be in specific Optus mobile network coverage areas.

To add, remove or modify features, you may do so in My Account.

A list of available VAS features and their descriptions are provided below, for specific pricing; please see the Mobile Standard Pricing Table.

VAS Feature	Description
124 Yes	A directory assistance service that also offers the option to send the telephone number to you via SMS. Call charges apply.
Voice 966	Allows you to check the news, weather, sports updates and purchase ringtones. Call and purchase charges apply.
Cell Casting 966	Allows you to check the news, weather, sports updates and purchase ringtones with voice recognition. Call and purchase charges apply.

Caller Line Identification (CLI)	Allows you to show or hide your mobile number to a third party when calling.
Call Hold/Call Wait	Allows you to place the call on hold and answer another call.
Call Forward	Allows you to divert incoming calls to another number. Call charges apply for forwarded calls.
Call Barring	Allows you to block calls.
Voicemail	Allows a caller to leave a recorded message. You can then listen to the recorded message at a later stage. Voicemail deposit and retrieval call charges apply.
Voicemail Call Recall	Allows a text message (SMS) to be sent to your mobile phone when no voicemail is left (this is only available if the callers mobile number is not private). Standard SMS charges apply if you reply to the SMS message.
Voicemail Call Return	Allows you to return a call from within a voicemail box. Call voicemail deposit, retrieval and standard mobile voice call charges apply.
Group Voicemail	Allows you to send one voicemail message to a group of mobile numbers. Voicemail retrieval and deposit call charges apply.
Fly Mailbox	If you create a diversion to voicemail without a voicemail box a 'mailbox on the fly' will be created which allows the caller to leave a message on a 'basic mailbox'. Voicemail retrieval and deposit call charges apply.
Missed Call Service	If you are busy, out of coverage or your mobile is turned off, this service will SMS you the callers mobile number (if their number is not private). This service does not override any diverts you may have already set up. Standard call charges apply if you



	return the call.
SurePage	A live operator will answer a missed, busy, turned off or out of coverage call for you, take a message and send it to your mobile phone via SMS.

SpinTel reserves the right to add, remove or modify default VAS features from time to time without notice to you. If we remove a VAS feature and you are currently paying a monthly fee, we will provide you with notice of our intention.

## **17. INTERNATIONAL ROAMING**

International Roaming allows you to use your mobile service while abroad and allow anyone globally to contact you on your Australian mobile number. All International Roaming usage charges apply as additional charges. Some devices are not compatible with networks in some countries.

The International Roaming feature is disabled by default on all SpinTel mobile services. However, you can request for it to be enabled by contacting our Customer Service team. A qualification may be required to ensure you understand the differing call rates whilst abroad and your capacity to service these rates. Therefore, we cannot guarantee we are able to enable International Roaming for you unless you meet our qualification process.

SpinTel reserves the right to refuse the activation of International Roaming on any SpinTel mobile service. If we believe, after activating your International Roaming service, that you may be a credit risk, we reserve the right to disable International Roaming on your service without notice to you.

## **18. PREMIUM SERVICES**

Premium Services (inclusive of Premium SMS) are content or live advice which can be accessed via a mobile phone call, SMS or mobile data connection (e.g. GPRS/3G/WAP). These numbers usually start with a 188x, 19x or 190x prefix or an international access code. Some examples of Premium Services include: Voting services for reality TV shows, adult services, psychic lines, weather services and competition lines. Optus Zoo (which is a feature on SpinTel mobile services) that also offers Premium Services. Examples include: news, sports and weather updates, ringtones and wallpaper.

Premium Services are enabled by default on SpinTel mobile services and attracts differing call rates depending on the content provider. These rates could be a once-off fee or ongoing.

SpinTel sets a maximum limit of \$50 per calendar month, per service. You have the ability to block Premium Services or adjust the limit (up to a maximum of \$50 per calendar month) in My Account.

## **19. CUSTOMER SERVICE**

- a) If you require support with your mobile service or have any questions relating to it you can contact customer service. No charge is made for customer service apart from your call costs.
- b) Customer service may only provide limited assistance for equipment supplied by you. However, full customer service is provided regarding billing, passwords, email and online services.

## **20. SUPPLIER AND THIRD PARTY SERVICES**

You acknowledge that:

- a) The service relies on the services of 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 using the service,
  - ii. the accuracy or completeness of any content which you may use, access or transmit using the service,
  - iii. the consequences of you using, accessing or transmitting any content using the service, including without limitation any virus or other harmful software, and
  - iv. any charges which a third party may impose on you in connection with their services accessed via the service.

## **21. CANCELLING THE SERVICE**

You may cancel the service at any time by giving us 30 days' written notice. This may be either in the form of an email or fax as follows:

- a) Online: Click on 'Contact Us' in My Account and then on 'Online Form', or
- b) Fax: 1300 300 374

You may be referred to our online closure form.

You must state the date you wish for cancellation of service and provide all relevant details relating to your account.

You must be:

- a) The account holder, or
- b) An authorised representative to act on behalf of the account holder.

You are liable for:

- i. Any charges incurred up to and including the date the service is cancelled, and
- ii. Any International Roaming usage which may be billed to you after the date of cancellation (which was incurred while your service was active with us).

## 22. DEFINITION OF TERMS

**Non-fixed length agreement** is an agreement between you and SpinTel which has no minimum term.

**Mobile coverage** is an area where you can use the mobile service, if there is no mobile coverage you do not have access to call, text or data.

**Mobile tower** is used to service a mobile coverage area and allows you to utilise call, text and data.

**Optus mobile network** is the mobile network SpinTel uses to provide the mobile service.

**Included value** an allowance you receive for use each billing month while the service is active. Only applies to eligible call types as defined in the Mobile Standard Pricing Table.

**National Call** is a direct dialed voice call from a SpinTel mobile service on the Optus mobile network to a fixed-line or mobile service (connected to an Australian Network) in Australia. This excludes: Calls to fixed or mobiles provided overseas; calls to 13/1300/1800 numbers; Premium Numbers; calls to satellite phones; and other such call types SpinTel specifies.

**National SMS** is a text message to a mobile or fixed-line service within Australia. An SMS is a fixed charge per 160 character message, per recipient. Additional SMS messages will be billed in the same way as aforementioned. SMS messages are billed upon origination of a message, regardless of whether the delivery is successful or not.

**International SMS** is a text message to a mobile or fixed-line service outside of Australia. An International SMS is a fixed charge per 160 character message, per recipient. Additional International SMS messages will be billed in the same way as

aforementioned. International SMS messages are billed upon origination of a message, regardless of whether the delivery is successful or not.

**International Call** is a voice call from a SpinTel mobile service on the Optus mobile network to a place (fixed or mobile) outside of Australia. This excludes: Calls to Premium Services and other such call types SpinTel specifies.

**Acceptable Use Policy** means the SpinTel Acceptable Use Policy which sets out the rules and guidelines with which you must comply in using the service.

**SIM card** is a small electrical chip which is inserted into your mobile handset to identify you on the mobile network. It also allows you to call, text and use data.

**IMEI Block** is the process of blocking a mobile device for use on a mobile network.

**Mobile Handset** is an electrical device used for calling, text and data.

**Included Data** is an allowance included in your plan every billing month (as set out in your pricing plan) for use with downloading and uploading information/data to/from the internet on your mobile device. Data usage is calculated in Megabytes where 1 Megabyte (MB) = 1000 Kilobytes (KB).

**data usage** means the amount of data that you have downloaded and uploaded in a given billing month. Data usage is measured in MB. Definitive data usage statistics are found on our website. No other method of collation of data can be used for the service (including but not limited to the customer's own accounting methods).

**download** means to move data from our network to your mobile device.

**upload** means to move data from your mobile device to our network.

**our network** means the mobile communications network, which is the network used to supply the service to you, and includes both software and hardware.

**pricing plan** contains information about the terms and conditions and prices of the plan (including services and features) you have selected in your application. You may also hear a pricing plan referred to as a 'rate plan'. The pricing plans are set out in the Mobile Standard Pricing Table.

**primary email** address means the email address provided with your service. The primary email address may receive communications related to the service from time to time.