



**[STANDARD CUSTOMER
TERMS & CONDITIONS]**

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1. The PARTIES

- 1.1) CovaU Mobile, owned by TPC Consolidated Ltd (ABN 99 073 079 268), who sells mobile service to you (in this Customer Terms referred to as “we”, “us”, “our”)
- 1.2) You, the customer to whom this Customer Terms apply to in this Customer Terms referred to as “you”, “yours”)

2. ABOUT THESE CUSTOMER TERMS

- 2.1) These are CovaU Mobile’s Customer Terms, which set out our standard terms and conditions for customers.
- 2.2) These Customer Terms apply equally to all services provided by CovaU Mobile, no matter they are charged or free.
- 2.3) These Customer Terms apply to all customers.
- 2.4) These Customer Terms in conjunction with your application, the Service Description, the Standard Rate Table, the Critical Information Summary (CIS) and any other Terms and Conditions (if applicable), form the agreement between our customers and us.

3. ABOUT THE AGREEMENT

- 3.1) The agreement is made up of your application, these Customer Terms, the Service Description, the Standard Rate Table, the CIS and other information which may apply to your use of the service.
- 3.2) The agreement starts when we accept your application.
- 3.3) The agreement ends when clause (6) and (15) applies.
- 3.4) We may change the agreement unilaterally without notices if the change will benefit or will not adversely affect you.
- 3.5) We will give you reasonable notice of change if we expect the change will benefit or will not adversely affect you.

4. ABOUT SERVICE

- 4.1) The service you have selected is detailed in the service description which you may refer to the website of CovaU Mobile, CIS and standard rate table.
- 4.2) CovaU Mobile is a Mobile Virtual Network Operator (MVNO). The mobile service/ network are supplied by Vodafone.
- 4.3) CovaU Mobile may change its supplier used in supplying the services, its products and/ or charges. CovaU Mobile will provide the affected customers with reasonable notice where these changes have a detrimental effect on the Customer.
- 4.4) General Service details
 - a. Subject to these Customer Terms, the services allows you to:
 - i. make voice calls from and receive voice calls to your mobile phone
 - ii. send and receive data contents on your mobile phone
 - iii. send and receive SMS and MMS
 - b. Subject to these Customer terms, the services can be used within Australia to make voice calls from your mobile phone to:
 - i. other mobile phones connected to any other mobile telecommunications network within Australia

- ii. any fixed line phone connected to any fixed line telecommunications network within Australia
 - iii. international telephone numbers, including mobile or fixed line
 - iv. 13, 1300, 1800 numbers and certain other Australian telephone numbers
 - c. The services do not support faxing or paging services
 - d. The supply of above-mentioned services may vary depending on your handset
- 4.5) From time to time we may, to the extent permissible by law, vary its services or its charges without prior notice to you. We may also vary its services or its charges on giving reasonable notice. However, as much as practicable, we will endeavor to give reasonable notice whenever a material change has been made to these Customer Terms. The Customer Terms, as varied or amended from time to time, shall be made available at CovaU Mobile's website: www.covaumobile.com.au

5. APPLICATION OF SERVICE

- 5.1) To apply for our service, you have to provide us with your personal information and payment details, together with required identification documents.
- 5.2) You will need to provide 100 points of identification documents. Below are the acceptable forms of identification. You have to provide at least one form of Primary Identification and one form of Secondary Identification. If you do not have any Secondary Identification, you can provide two forms of Primary Identification.

a. Primary Identification:

Identification Documents	Points
Australian passport with photo, date of birth and signature	70
Australian driver's licence, full licence with photo and signature	60
Blind Citizens Australia Identity Card	60
Australian Learners Permit only when combined with a Medicare Card which includes the applicant's name	60
Australian/State Government issued Proof of Age/Identity card only when combined with a Medicare card which includes the applicant's name	60
Valid Police/Defence Force ID with photo	60
Valid Shooter's licence with photo	60
International passport with valid visa, with expiry date beyond the contract expiry date	35

b. Secondary Identification:

Identification Documents	Points
Valid Working With Children Card - must include photo	50
Medicare card	40
Birth Certificate or Original Birth Extract	40
Credit/Debit or ATM card	40
Valid Australian Government issued benefits card e.g. Aged Pension card, Seniors Card, Disability Support Pension card etc.	40
Private health insurance membership card	25
Gas, electricity, vehicle registration, rates notice Less than six months old	25
Tertiary student ID card with photo, student Number-Issuing body such as University or TAFE	25

- 5.3) To decide whether we enter into a contract with you, we will consider:
 - a. Your eligibility for the service
 - b. If you can provide us with satisfactory proof of identification
 - c. The location where you would like to acquire the service
 - d. Your credit rating from our credit check results

6. COOLING-OFF PERIOD

- 6.1) According to Australian Consumer Law, you have the right to Cooling-Off period when you purchase goods or services through door-to-door sales or telemarketing (a salesperson approaches or calls you uninvited).
- 6.2) Under Cooling-Off period, you can cancel this agreement within 10 business days, starting the first business day after you accept this agreement and receive a copy of this agreement.
- 6.3) You may cancel this agreement by informing us either orally or in writing any time during Cooling-Off period. The agreement will be terminated from the date you give notice.
- 6.4) If you cancel this agreement during the Cooling-Off period, you will not have to pay us any costs, compensation or any other amount arising as a result of that cancellation but you may have to pay us for any services supplied up until cancellation.

7. CREDIT CHECKS

- 7.1) Credit check is required for some of the CovaU Mobile's plans.
- 7.2) If you are classified as a personal customer, we may carry out a credit check on you. If you are classified as a business customer, we will carry out a credit check on you and use the information to establish your credit rating.
- 7.3) In order to carry out a credit check, we may disclose your personal information to a credit rating agency for the purpose of obtaining credit reports about you relating to your consumer credit and commercial credit history. In accordance with laws, we may report an overdue payment to a credit reporting agency.

8. CONNECTION OF SERVICE

- 8.1) We will connect your service within a reasonable timeframe.
- 8.2) Connection of your service may occur after your contract commenced. Any minimum contract term that applies commences when your service is activated.
- 8.3) You are allowed to retain your previous mobile number obtained from another supplier. If you wish to transfer an existing number to CovaU Mobile, you must notify us at the soonest possible time.
- 8.4) The Porting of the Phone Number will be done in compliance with the Australian Communications Industry Forum, Mobile Number Portability Industry Code (ACIF C570:2005), known as "MNP Code". As such, CovaU Mobile shall not be liable for any numbers that are ported without authorization or fraudulently as long as the details given comply with the MNP Code.
- 8.5) You acknowledge and agree that Phone Number Portability is to transfer the phone number only, but not the services and/ or features provided by the previous Carriage Service Provider, call credits. Our services will be provided upon your application, payment and subsequent activation of service provided by CovaU Mobile.
- 8.6) You may have an agreement still in force with the current or previous Carriage Service Provider, which requires the payment of cancellation and/or termination fees. You are

- also liable for any outstanding amounts and obligations owed by your current or previous Service Provider.
- 8.7) You acknowledge the following reasons which may induce failure or delays of service connection (Phone Number Portability):
 - a. Insufficient or incorrect information provided to CovaU Mobile
 - b. Concurrent competing porting requests in relation to your phone number
 - c. Termination of the services by the previous Carriage Service Provider before CovaU Mobile transfers your phone number on the nominated port cut over date.
 - 8.8) We will endeavor to process your port requests at the time you requested. We, however, do not assume any liability or guarantees that the porting will take place on or before the requested cut over date. The requested cut over date should not be more than 30 days from the date of making the porting request.
 - 8.9) If the porting is not successfully completed in 30 days from the date of making the porting request, CovaU Mobile will issue a new mobile number for your service.
 - 8.10) You may also be held liable either to us or to the previous Carriage Service Provider for charges relating to the investigation or dispute resolution that may arise from porting your phone number from the previous Carriage Service Provider to us. We also reserve the right to charge a service fee for porting your phone number to us.
 - 8.11) Some Cova-U Mobile plan has specified "Maximum Connections Included" for Minimum Monthly Plan Fee, stated on CovaU Mobile website and CIS.
 - 8.12) You may add additional connections in excess of the "Maximum Connections Included" for some CovaU Mobile plan, by paying specified additional connection fee. However, this will not increase your plan's allowance such as Included Value, Included Data and Tech Fund.
 - 8.13) If your CovaU Mobile plan is cancelled, all of your additional connections will also be automatically cancelled.
 - 8.14) You may allow any person to have an additional connection to your CovaU Mobile plan. However, you will be responsible for paying any usage fee and any other charges which are incurred by a person connected to your CovaU Mobile plan (including but not limited, excess usage charges and charges for excluded services).
 - 8.15) Additional connection fee is not prorated, although the additional connection is not exerted for a whole calendar month.
 - 8.16) Cancellation of your additional connection(s) will become effective at the end of the month in which you tell us you want to stop receiving the additional connection(s). You will be billed until the end of that month.

9. USE OF SERVICE

- 9.1) For Multi-SIM plans, the Included Value and Included Data will be used by each connection (CovaU Mobile SIM card) to your plan on a first-in-first-served basis.
- 9.2) We aim to provide, but do not guarantee continuous or fault-free services.
- 9.3) From time to time the supplier's (including but not limited to Vodafone) mobile digital network or any other technology, software or equipment that is used to provide the service to you may be modified, changed, upgraded or enhanced. You must acknowledge that the service we provide for you may be affected.
- 9.4) You must comply with all laws, all directions of a regulator and all reasonable directions from us.
- 9.5) You must NOT use or attempt to use our services to:
 - a. In violation of any applicable Law or to infringe another person's rights
 - b. To expose CovaU Mobile and/or its suppliers (including without limitation Vodafone) to any liability

- c. In any manner which would damage, interfere or interrupt the services or the use of the services by other customers of CovaU Mobile or of its suppliers (including without limitation Vodafone), or interferes with any telecommunications network, equipment, or infrastructure controlled by a supplier to provide the services
 - d. In any manner that is indecent, obscene or otherwise offensive, menacing, threatening or abusive
 - e. For any improper, indecent, immoral, obscene or unlawful purpose that may cause injury, offence or annoyance to any person or property, or to send unsolicited commercial messages to any person
 - f. To gain or permit or allow, whether actively or inactively any third party to attempt to gain unauthorized access to the services or the internet
 - g. To commercially exploit the Services to the detriment of CovaU Mobile or any other third party. This includes reselling the services
- 9.6) We may ask you to stop doing something, which in the reasonable opinion of CovaU Mobile is contrary to the obligations you have agreed to undertake. You must also immediately comply with such a request. In the event of non-compliance, we may take all reasonable steps available under the law to ensure compliance, including suspension or disconnection of the services.
- 9.7) You acknowledge that CovaU Mobile may be required by law or by competent authority to intercept communications over your service and may also monitor a particular customer's use of the service.
- 9.8) You are wholly responsible for the security and use of the mobile phone and SIM card.
- 9.9) We may contact you or suspend your service if we become aware that your service is used in excessive or unusual way. However, we have no obligation to do so. In this case, you still have to pay for any charge incurred from the unexpected usage.

10. TECH FUND

- 10.1) If you sign up to a CovaU Mobile eligible plan, a Tech Fund will be established at the date your service is first connected. The Tech Fund can be used towards the purchase of hardware (at the non-discounted, outright price as set by CovaU Mobile at the time of redemption) chosen from a selected range as determined by CovaU Mobile from time to time and communicated to you. The applicable Tech Fund amount for each eligible plan is detailed on CovaU Mobile website and CIS of each plan.
- 10.2) The devices you purchase must remain connected to our network for at least the minimum term.
- 10.3) The Tech Fund is not transferrable, exchangeable or redeemable for cash nor can it be used as a credit against call, data, service or any other charges you incur with CovaU Mobile.
- 10.4) Upon the termination or renewal of your contract, or upon expiry of your minimum term, any unredeemed amount remaining in the Tech Fund will immediately be forfeited and will not be refundable, exchangeable, transferable or capable of being rolled over to any new contract.

11. DELIVERY AND RETURNS

- 11.1) When you place order from CovaU Mobile, it is recommended that you nominate a valid address or an Australian post office PO Box.
- 11.2) CovaU Mobile will not be able to deliver packages to universities, hospitals, colleges, building sites or other similar areas.

- 11.3) A signature may be required for some deliveries, and you are responsible for ensuring you are able to accept delivery. Prior to signing for the delivery, you must show proof of identity when the parcel arrives by the courier.
- 11.4) When you order the goods or product from CovaU Mobile; you may cancel the order at any time before receiving delivery. Once delivery has been dispatched, it cannot be returned.
- 11.5) After CovaU Mobile has taken your order, neither the nominated person accepting delivery nor the delivery address can be changed. This clause is subject to CovaU Mobile's sound business discretion in certain meritorious cases.
- 11.6) Your order will be delivered as shown on your order confirmation, which will be provided to you by email. Depending on your location and shipping preference, you should generally receive your order within three (3) to seven (7) working days once your order has been verified.
- 11.7) CovaU Mobile will make every endeavour to meet stated timeframes for delivery, however, from time to time specially during busy seasons; the couriers may suffer delays beyond our control. Please allow up to fifteen (15) working days delivery.
- 11.8) In the event of delivery failure, CovaU Mobile shall undertake to reorder and resend the goods to you. This process will require a further three (3) to seven (7) working days to reach you. CovaU Mobile reserves the right to require you to complete a declaration of loss form or sign a statutory declaration where a delivery failure is contested.
- 11.9) The courier will deliver the order to the delivery address nominated by you. Only the nominated person named can accept delivery of the products. Proof of identification may be required to accept delivery.
- 11.10) If you have purchased a phone from CovaU Mobile, it may be returned at your own account to the same point of purchase within fourteen (14) days of receipt in order to receive a full refund of the amount you have paid in the same manner in which you have paid.
- 11.11) A full refund will only be available if the mobile phone purchased from CovaU Mobile is returned undamaged, and is in good working condition, with all the original packaging and accessories. All additional services, whether free or discounted products, vouchers, coupons or any other gift received as a result of purchasing the mobile phone must likewise be returned. CovaU Mobile reserves its right to reject returns if the above conditions have not been complied with.
- 11.12) You are responsible for the SIM card, mobile phone and other goods until they have been received by CovaU Mobile. CovaU Mobile will not, under any circumstance be held responsible or liable for the loss or damage of any SIM card, mobile phone, or other accessories in the course of postage.
- 11.13) If your CovaU mobile phone, SIM card or accessories develop a fault or need repair as a result of them being defective within six (6) months of the original purchase date, you are directed to contact the CovaU Mobile Customer Service Hotline who will then help arrange for the mobile phone, SIM card, or accessories to be repaired or replaced under the manufacturer's warranty.
- 11.14) If the manufacturer's warranty, as provided in the warranty clause has an extended warranty of a period longer than six (6) months, it is incumbent on you to contact the manufacturer directly under the terms of the said warranty.
- 11.15) CovaU Mobile 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 with the same model. In certain cases, where the model has been discontinued or CovaU Mobile is unable to source the model, CovaU Mobile is authorized to replace the mobile phone or accessory with substantially the same features and functionality. The repair or replacement of a product normally takes place between 14 and 28 days although there are certain instances where it may take longer.

- 11.16) All products returned by CovaU Mobile to you will be subject to a per unit delivery charge as per the Standard Rate Table. CovaU Mobile also reserves its right to charge an administration fee for item that are returned as faulty or damaged under the warranty that prove not to be faulty or damaged.
- 11.17) In cases wherein the mobile phone or other products are bought online, a refund will only be available if the unused mobile phone and other products are returned to CovaU Mobile within a period of seven (7) business days from the time of delivery at your cost. The unused phone and other goods must be returned in its original packaging. No refund will be given in the following instances:
 - a. when the mobile phone or other products are not returned within the time specified;
 - b. the mobile phone and/or the other products have been used; or
 - c. when CovaU Mobile does not receive all the accessories that was sent to you

12. YOUR EQUIPMENT

- 12.1) You are responsible for ensuring that the mobile phone used is GSM compatible. If you are porting from another mobile platform, a new mobile phone may be needed that is GSM compatible.
- 12.2) You are responsible for ensuring that the mobile phone used is not locked to the previous Carriage Services Provider's network. It is imperative that you undertake to have the mobile phone unlocked or otherwise reprogrammed before the Phone Number is ported.
- 12.3) You are responsible for the maintenance of the mobile phone. If your phone appears to be faulty or interferes with the services, if requested by CovaU Mobile, You agree to:
 - a. provide the mobile phone to CovaU Mobile to be inspected; and/or
 - b. cease using the mobile phone until such problem has been rectified
- 12.4) CovaU Mobile assumes no liability to you in relation to your mobile phone or your use of the mobile phone in connection with the services.
- 12.5) If you supply your own mobile phone, you acknowledge that CovaU Mobile makes no warranty as to the suitability of such a mobile phone for use in connection with the services provided.

13. FEES AND CHARGES

- 13.1) We will start to charge you from the date of the first connection of services.
- 13.2) You will be charged for the use of service according to the rates and charges set forth in the Standard Rate Table and/or CIS once you activate your SIM card. We may vary the rates and charges for the service, including adding additional charges, from time to time, without notice to the customers.
- 13.3) Some of the CovaU Mobile plans feature "Included Value". Included Value can be used to pay for many (but not all) services available from CovaU Mobile. The list of services that you can apply your Included Value is detailed on CovaU Mobile website and the CIS of each plan.
- 13.4) The Included Value and Included Data allowance of CovaU Mobile plan can only be used in Australia.
- 13.5) If your usage exceeds your Included Value/ or your Included Data, or you use a service that is not payable from your Included Value or Included Data, you will be charged an amount on top of your Minimum Monthly Plan Fee.
- 13.6) Unless otherwise stated, if you do not use all your Included Value and/or Included Data in the relevant month, that Included Value and/or Included Data is forfeited, is not refundable, and will not be carried over into your other month.

- 13.7) The change in the rates and charges of services can reasonably be expected that may adversely affect you. CovaU Mobile will try to give you reasonable notice either in writing or through notice on the CovaU Mobile website within a reasonable timeframe before the changes are made effective.
- 13.8) All the up-to-date rates and charges are published on CovaU Mobile's website. You have the responsibility to check out on our website regularly to make sure you realize the latest rates and charges.
- 13.9) The continued use of the service after the change of rates and charges will be construed as an acceptance of the new rates and charges.
- 13.10) The call charges for international calls, roaming calls, national mobile and landline calls are charged on one minute basis and will be rounded up to the next whole minute, unless stated otherwise. We reserve the right to change the charging block depending on your plan which may be modified by us from time to time without giving notice. A copy of the blocking will also be included in the CIS which is published on the CovaU Mobile website.
- 13.11) The charges payable for the services in this Customer Terms are inclusive of GST, unless otherwise provided. Where it is stated that GST is exclusive, you must pay an additional amount to any GST payable for the supply of the services.

14. BILLING

- 14.1) You will be billed for the service you used on either a monthly or 28-day basis, depending on the plan you've subscribed.
- 14.2) A bill for one billing cycle includes:
 - a. The charge of the standard plan you use in current billing cycle
 - b. The extra charges of services you have used in the last billing cycle. The extra charges mean the services which are excluded from your standard plan like international calls, data usage that exceeds the limit of your standard plan etc. All the charges are detailed on our website.
 - c. The details of previously billed amounts which is overdue (if applicable)
 - d. Other surcharges, e.g. Payment Processing Fee, Late Payment Fee etc.
- 14.3) The billing date of the Multi-SIM plans will be set as the 1st day of the month. Usage for the first and last month will be pro-rated to the first day of the month. For the Single-SIM plans, your billing will commence when your service has started.
- 14.4) We will issue the bill to you via email (called Electronic bills). Electronic bills will be sent to your verified email address. Meanwhile, you can login to "My Account" on our website to view your bills.
- 14.5) We try to notify you when your bill is ready. Although we have not notified you, your bill can still be viewed online after you login to "My Account".
- 14.6) We endeavour to ensure that our billing systems are reliable and accurate. Our records are sufficient proof that the charge is payable unless it is shown to be incorrect. You must make inquiry or dispute concerning your bill to us within 30 days from the billing date; otherwise nothing relieves you from paying the bill on time. If you haven't inquired before this time, then your bill is deemed correct and accepted by you.
- 14.7) To ensure you can continuously receive your bill, you are responsible to:
 - a. Inform us if you change your email address
 - b. Check your junk email box if the bill has been sent there instead of your inbox
 - c. Contact us if you have not received the bill from us

15. PAYMENTS

- 15.1) You are liable for all the charges for the mobile service provided to you,
 - a. Whether or not by you or another person, with or without your knowledge or consent
 - b. Whether the use or transmission of the service was unsuccessful
- 15.2) CovaU Mobile debits payments automatically from either your bank account (debit card) or credit card on the specific date listed on the invoice. You can nominate the preferred payment account at the time of registration. You can also change the payment details anytime by logging into "My Account" on CovaU Mobile website.
- 15.3) You will pay your bill by direct debit monthly. There will be 0.30% surcharge if you set up your direct debit using your credit card or debit card.
- 15.4) You are responsible to ensure that there is sufficient fund in your nominated direct debit account before the due date.
- 15.5) If you do not pay your bill by the payment due date, the following actions may be taken:
 - a. We will apply a late payment fee of \$10.00 (no GST).
 - b. We may suspend your services due to overdue payments in accordance with clause (16.9.g)
 - c. We may engage a mercantile agent to recover the money you owe us. If we engage a mercantile agent, we may charge you a recovery fee
 - d. We may institute legal proceedings against you to recover the money you owe us. If we institute legal proceedings, we may seek to recover our reasonable legal costs reasonable incurred
- 15.6) If you experience financial hardship and have difficulties to settle the payment. Please see details of CovaU Mobile Financial Hardship Policy on our website.

16. CANCELLATION OR SUSPENSION OF SERVICE

- 16.1) You may cancel your services at any time by giving us at least 30 days notice beforehand, unless stated otherwise.
- 16.2) You can give us the notice of service cancellation by any of the following methods:
 - a. Contacting our Customer Services Representative at 1300 126 866
 - b. Talking to our Customer Services Representative via Live Chat on our website
 - c. Sending email to support@covaumobile.com.au
- 16.3) If you cancel the services before the end of any fixed length contract, an Early Termination Fee will be charged.
- 16.4) Early Termination Fee will be the cost of the remaining contract. It is equivalent to the Minimum Monthly Plan Fee times the remaining months (bill cycles) before the end of contract.

Example: You connect the service on the \$99 Multi-SIM plan for 24 months on 1st January 2015. If you cancel the service on 30th September 2016, the Early Termination Fee you need pay would be \$297 (\$99 monthly plan fee X 3 months left before the contract ends).

- 16.5) If you do not use the service for a whole month (bill cycle) before cancellation, the Minimum Monthly Plan Fee will be charged pro rata. However, the other services like add-on data pack and additional connection will be charged at a fixed monthly fee.
- 16.6) Once we received your notice of cancellation, we will inform you the confirmation of cancellation by email with the cancellation date.

- 16.7) Besides the Early Termination Fee (if applicable), you are liable to pay for any charges incurred from cancellation, plus any extra charges generated from your use of services up to, and including, the cancellation date.
- 16.8) If your contract is an Unsolicited Consumer Agreement provision of Australia Consumer Law, a 10 business day Cooling-Off period applies. During the Cooling-Off period, you can cancel your services, referring to clause (6).
- 16.9) We may terminate or suspend the service if:
- There is an emergency that warrants it;
 - We are required to do so by law;
 - We reasonably suspect that you are misusing the services and in breach of these terms and conditions, where the consequences are serious;
 - We reasonably suspect that you use the services for in relation to unauthorized, criminal, fraudulent or unlawful activities;
 - We obtain your consents;
 - You have informed us that you lost or damaged the SIM card;
 - We reasonably suspect that you are violating CovaU Mobile's Fair Use Policy;
 - Any amount owing to us related to the services is not paid by the payment due date although we give you notice requiring payment of that amount and you fail to pay that amount in full by the due date quoted on that notice;
 - We reasonably consider you a credit risk since you haven't paid the amounts which you own us and you are not respond or fail to adequately explain the reason for the overdue amount;
 - You declared bankrupt and we reasonably believe that you are unable to pay for your use of services;
 - We receive the MNP notice requiring your mobile number being ported to another mobile service provider, your access to our service will be cancelled automatically when the number is ported
- 16.10) We will not disconnect, suspend or restrict a service for credit and/or debt management reasons, without first informing you unless:
- We assess that you or the account status presents an unacceptably high credit risk to us; or
 - We reasonably suspect fraud or attempted fraud; or
 - You have nominated to us an agreed point at which service will be limited and that point has been reached
- 16.11) Unless clause 16.10 applies, we will give you at least 5 working days' notice prior to the restriction, suspension or disconnection of the service, including an indication of the earliest date the restriction, suspension or disconnection could occur and the date of issue of correspondence if you are informed in writing
- 16.12) You can request a review if you are dissatisfied with the decision of the service restriction, suspension or disconnection. If the review cannot be undertaken and completed at the time of you request, we will notify you of the time when we will complete the review
- 16.13) If your remain dissatisfied with the outcome of the review, you can dispute or make a complaint according to our Complaint Handling Policy posted on our website
- 16.14) If your service is restrict or suspended, you can contact our Customer Services Representatives to discuss about the resumption of the service.

17. LIABILITY AND INDEMNITY

- 17.1) Neither CovaU Mobile, its related bodies corporate nor its suppliers will be liable in contract, tort (including negligence) or otherwise for direct or indirect or consequential losses, damages, expenses, inconvenience or injury arising from or in relation to the

- services provided and your use of such services, including without limitation for any loss of revenue, loss of profit, loss of anticipated savings or business, loss of opportunity (including opportunity to enter into or complete arrangements with third parties), loss of data or goodwill, loss of reputation or loss of management time.
- 17.2) You may have certain rights and remedies under the law which may imply certain conditions and warranties into this Customer Terms. These include:
- The Telecommunications Act 1997
 - Fair Trade Legislation and Regulations in your state and territories
 - The Competition and Consumer Act, including the Australian Consumer Law
 - Any other applicable laws, regulations and codes
- 17.3) We are not liable for
- Failing to abide by this Customer Terms since there are something happened beyond our control
 - Any losses and damages with regard to your use and your attempt to use the services
 - Any losses and damages in relation to the equipment used to connect your service
- 17.4) You indemnify us against any costs in relation to your breach of this Customer Terms. You are not liable to us for any consequential losses we suffer or for any costs, expenses, loss or charges that we incur which are not direct results of something you have done.

18. APPLIED LAW AND JURISDICTION

- 18.1) This Customer Terms and the supply of services will be subject to the laws of New South Wales, and you irrevocably and unconditionally agrees to the non-exclusive jurisdiction of the courts of New South Wales and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts in respect of any dispute arising from the execution or interpretation of this Customer Terms.

19. CUSTOMER SERVICE

- 19.1) You can contact our Customer Service Representatives for any questions, issues or complaints regarding our service by any of the following ways:
- Via CovaU Mobile by calling 126 866
 - Via landline or mobile in other networks by calling 1300 126 866
 - Via Live Chat on CovaU Mobile website
 - Via email at support@covaumobile.com.au
 - Via post to "PO Box R241, Royal Exchange NSW 1225"
- 19.2) Calls to our Customer Service are charged at the rate quoted in the Standard Rate Table on our website.
- 19.3) If you are not satisfied with our services provided for you, you have a right to complain. The related details can be found on CovaU Mobile website under the section of "Complaint Handling Policy"
- 19.4) If we are unable to agree on a resolution, after you have contacted us, you can contact the Telecommunications Industry Ombudsman (TIO) by calling 1800 062 058, using the online complaint form (<https://www.tio.com.au/making-a-complaint>), or sending a letter to TIO PO Box 276, Collins Street West, VIC 8007.
- 19.5) The National Relay Service (NRS) allows a customer who has a hearing deficiency, deaf, or has a speech impediment to allow translations which are convenient for the

customer. For calls within Australia, dial 133 677; for calls within Australia to 1800 numbers, dial 1800 555 677.

19.6) For translating and interpreting services over the telephone, the Translating and Interpreting Service (TIS) may be of assistance. The TIS can be reached by dialing 131 450.