

iPrimus Mobile Service Schedule

1. This document

- 1.1. Is a service schedule to the iPrimus Standard Form of Agreement (SFOA);
- 1.2. Applies to contracts with Customers made on and after 9 November 2023.

2. Agreement for supply of Mobile Services

- 2.1. We supply internet Services to you under your Contract, which consists of your Welcome Email, the Core Terms; the CIS relevant to your Service and this Service Schedule which contains terms relevant to your Mobile Service.

3. Service coverage

- 3.1. Mobile Services are not available in all areas within Australia. iPrimus will make Mobile Services coverage maps available to you.
- 3.2. The quality of the Mobile Services in each coverage area will vary. Capacity may not be available or be consistent within a Mobile Services coverage area and “drop-outs” may occur.
- 3.3. iPrimus may choose not to offer International Roaming. If it is offered, it may not be available in all countries and is subject to coverage in those countries, commercial agreements with network providers in those countries and appropriate network conditioning.

4. Mobile Device options

- 4.1. iPrimus does not provide the Mobile Device you use in connection with the Services. You must ensure that the relevant regulatory authorities and Mobile Network supplier approve the use of your Mobile Device. iPrimus makes no warranty as to the:
 - (a) suitability of the Mobile Device for use in connection with the Mobile Service;
 - (b) quality or features of the Mobile Device;
 - (c) safe operation of the Mobile Device.
- 4.2. iPrimus makes no warranty as to the suitability, quality or features and the safe operation of your Mobile Device when used in connection with any application or additional hardware provided by iPrimus or a third party. The Customer must engage the relevant provider of the application or hardware, or manufacturer of the Mobile Device, to ascertain suitability of the application or additional hardware for use in connection with the Mobile Device.
- 4.3. Mobile Devices may interfere with sensitive biomedical devices. If applicable, you should seek medical advice before using a Mobile Device.

5. Activation of your Service

- 5.1. You must activate your Mobile Service within fourteen (14) days (or such other time as iPrimus specifies) of receiving your mobile Service welcome pack (this allows iPrimus to monitor your receipt of the pack and to detect possible fraud). If you do not activate your Mobile Service within 14 days, iPrimus may automatically activate your Service.

6. No rebate for unused entitlements

6.1. If a Plan includes an allowance for a certain volume or value of usage in a period, unless it is a specific condition of your Plan:

- (a) there is no rebate if you make a lesser number or volume or value of calls; and
- (b) unused calls or allowances do not carry forward.

7. Lost and stolen mobile devices

7.1. You are responsible for the security of your Mobile Device and the SIM.

7.2. You must report a lost or stolen Mobile Device and SIM to iPrimus immediately.

7.3. If iPrimus has reason to believe your Mobile Device or SIM has been lost or stolen or misused iPrimus may suspend your Service so no calls may be made.

7.4. Unless otherwise specified by iPrimus, you remain responsible for and must pay the Charges for the minimum term in accordance with the Plan.

8. Phone numbers

8.1. All phone numbers are selected in accordance with the ACMA's Numbering Plan and numbering directions. In order to comply with the Numbering Plan, iPrimus may from time to time, be required to suspend, withdraw, vary or re-assign a number. iPrimus will endeavour to give you as much notice as possible.

8.2. If you cease to acquire Mobile Services from iPrimus your right to use the phone number ceases unless you follow the approved procedures to transfer the number to another mobile services provider.

9. Mobile number portability

9.1. You may be able to retain or port your existing mobile phone number if you transfer your Service to or from iPrimus.

9.2. When deciding to change providers, you should note:

- (a) you and your new provider must comply with any regulatory requirements;
- (b) your previous service and/or related services may or may not be disconnected by your previous supplier and your account finalized, which may include payment of associated charges;
- (c) only the active phone number may be Ported; other Services and Features may not be transferred;
- (d) any conditions that apply if you have a prepaid account, including whether or not unused credits may be refunded to you or whether you need to remove any SIM security or network locking; and
- (e) there may be a brief interruption in service during Porting.

10. Caller ID and IPND

10.1. If you do not turn off the caller ID settings when making a call from your Mobile Device, your phone number may be displayed on the equipment of the party you have called.

- 10.2. Even if you turn off your caller ID settings, your phone number will still be displayed when you send an SMS.
- 10.3. iPrimus, like other service providers, is required by law to supply your name, address, telephone number and other customer details to the Integrated Public Number Database (IPND). The information in the IPND may only be used for approved purposes, which include assisting emergency services or law enforcement agencies.

11. General

- 11.1. You must not use the SIM other than in your Mobile Device. You must not tamper with, disassemble, reverse engineer, interrogate, duplicate or destroy the SIM.
- 11.2. You are solely responsible for any content accessed using the Mobile Service. iPrimus does not monitor or control content.
- 11.3. You agree that you will, if applicable, comply with the iPrimus Acceptable Use Policy which is available on our website at <https://www.iprimus.com.au/legal>.

12. Wholesale Supplier

- 12.1. You consent to receive offers and information via electronic messaging (such as SMS) from iPrimus.
- 12.2. The Wholesale Supplier is not directly liable to you (in contract, tort (including negligence) or otherwise) in relation to any Services re-supplied to you by iPrimus, any delay or any failure to provide those Services.

13. Definitions

- 13.1. The definitions and rules of interpretation in the Core Terms apply to this Service Schedule, in addition to the following:
 - (a) **ACMA** means the Australian Communications and Media Authority.
 - (b) **Mobile Device** means any device capable of wirelessly transmitting (sending or receiving) voice and/or data traffic.
 - (c) **Mobile Network** means the Wholesale Supplier's network iPrimus utilises to supply Services to you. (sometimes also referred to as the Optus Mobile Network);
 - (d) **Mobile Services** or just "**Service**" or "**Services**", in this Schedule, means a carriage service that enables you, subject to the capabilities of your Mobile Device and to any limitations imposed by iPrimus:
 - i. to make voice grade calls to, and receive voice grade calls from telephone numbers within Australia and internationally subject to network interconnection arrangements to which iPrimus is a party or has a right to benefit from;
 - ii. to send data traffic to and from computers, Mobile Devices and other devices.
 - (e) **Plan** means one of the different Mobile Services offered by iPrimus, from time to time.
 - (f) **SIM** means Subscriber Identity Module, which is the removable chip used in the Mobile Device. SIM chips provide the identity for a cellular phone, and can be swapped between phones and carry phone book entries.
 - (g) **SMS** means Short Message Service, which enables you to send and receive text messages using a Mobile Device.

- (h) **Wholesale Supplier** means the respective Other Supplier with which iPrimus has entered into an agreement to utilise its network to supply the Services to you.