

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions apply to services supplied to consumers by OCCOM (ABN 58 608 289425).

1. Agreement

1.1. An agreement is formed when you apply to acquire a service from us and we accept your application. The application may be made over the phone, or by completing an online chatting form or a physical order form. You warrant that you are over 18 years of age and legally entitled to enter into the agreement.

1.2. The agreement will be made up of:

- (a) Your application;
- (b) The service description;
- (c) The plan brochure or other document provided to you relating to the service during the application process; and
- (d) These Standard Terms and Conditions.

1.3. If there is inconsistency between any part of the agreement, the inconsistency will be resolved according to the following order of priority:

- (a) The plan brochure;
- (b) The service description;
- (c) these Standard Terms and Conditions; and then
- (d) your application.

2. Period of the Agreement

2.1. The agreement commences when your application is accepted by us.

2.2. For contracts other than fixed period contracts, the agreement will continue until it is terminated by either party on 30 days' notice or otherwise in accordance with the agreement.

2.3. For fixed period contracts, the agreement will continue:

- (a) for the minimum contract period referred to in your application or in the service description or plan brochure; or
- (b) until it is terminated in accordance with clause 12.

2.4. If neither you nor we cancel the agreement at the end of the fixed period contract, we will continue to supply the service to you on a month-to-month basis.

2.5. If we will not continue to provide the service to you at the end of the fixed-period contract or if we wish to change the terms of the agreement, including charges, we will inform you of this at least 30 days before the end of the fixed period contract.

3. Changes to the Agreement

3.1. We may change the agreement in the following circumstances:

- (a) Where you agree to the change;
- (b) Where the change will not adversely affect you and, before the changes take effect, we have given you notice of the change s

(c) Where the change is to introduce or vary a fee or charge to pass on a tax or levy imposed by law and, before the changes take effect, we have given you notice of the change ;

(d) Where the change is to introduce or to vary a charge associated with a content or premium service where we rely on a third party for the service and the third party increases its price to us and, before the changes take effect, we have given you reasonable notice of the change;

(e) If the agreement is a fixed period contract and the change is advising to you, and we provide to you not less than 30 days' notice of the change.

3.2. We may withdraw any plans/packages at any time by giving you notice but such withdrawals will only take effect from the end of your then current fixed-period contract.

3.3. Notice of a change to the agreement may be given by us:

- (a) by email to your nominated account email address,
- (b) with or as part of a bill, or
- (c) otherwise in writing, including by fax, mail, SMS or telephone call.

3.4. Changes to these standard terms or a service description will be made available online and you are encouraged to check our website regularly.

3.5. If we change the agreement under clause 3.1(f), you may cancel the agreement within 42 days of the date of the notice without incurring charges, other than usage or network access charges to the date the agreement ends and outstanding amounts for installation or for equipment with other suppliers' services.

3.6. Your ongoing use of the service after the date of a variation, alteration, replacement or revocation or on the expiry of the 42-day period, is deemed acceptance of the variation, alteration, replacement or revocation.

4. Applications

4.1. You warrant that information provided to us in the application is true and correct in all material respects and you acknowledge that we will rely on it. You agree that, if you give us incorrect information during an application which is then relied upon and used by a third party carrier for the provision or attempted provision of a service, you will be liable for a resubmission payment to us.

4.2. An application for Service may be refused by us in the following circumstances:

- (a) Where there is a technical limitation to our ability to provide you the service, including where there are network capacity constraints;
- (b) Where you have not completed an application process correctly or have been unwilling to provide us with a document or information we required

(a) Where you do not meet our credit assessment criteria.

4.3. By applying for a service, you authorize to communicate with credit referencing bodies/associations about your credit history and in so doing to provide them with the details that you have provided to us. We may do this from time to time during the term of the agreement

4.4. We may apply restrictions to a service where you have not met our credit assessment criteria. We will advise you of the general nature of the reasons for

these restrictions and, if applicable, how you may access services which have been restricted.

4.5. We may pay commission to a dealer or agent acting on our behalf who is involved in your application process.

5. Your Private Information

5.1. As part of your application and in connection with the provision of service to you, we may obtain from your private information about you.

OCCOM is required by law to collect certain Personal Information about you, including your name, address and telephone service number to provide it to the operator of the Independent Public Numbering Database (IPND).

Information in the IPND is used to develop directories and to assist emergency service organizations.

5.2. We use our best endeavors to comply with a privacy policy which is available on our website or by contacting us. This policy governs the information we collect on you, how we use it and your rights to access it. You consent to us to collect and disclose your personal information including any unlisted telephone number and address from or to:

- (a) any credit providers or credit reporting agencies to use the information for all purposes permitted by the Privacy Act (1988) including to obtain a credit report about you or your registered business, maintaining a credit information file about you, or notifying a default by you;
- (b) any law enforcement agencies to use the information to assist them in the prevention or prosecution of criminal activities;
- (c) to conduct ongoing credit management of your account;
- (d) any of our shareholders, related entities, suppliers, agents or professional advisers for reporting, accounting, product supply and service, marketing and audit purposes;
- (e) any upstream supplier to us to use the information for any purposes connected with the service or your use of the service; and
- (f) any person who provides us with your username(s) or password(s).

5.3. From time to time we will update you on our services, news, promotions and offers including those from related or affiliated organizations. You consent to us contacting you at any time (including after you have terminated the agreement), for this purpose through any available contact methods. You can withdraw your consent at any time by contacting us.

6. Minimum Contract Period

6.1. The minimum contract period is the minimum fixed period during which you must acquire the service. The minimum contract period may be specified in your application or in the plan. The minimum contract period commences when the service is activated.

6.2. If, during the minimum contract period, you cancel the service or we cancel the service because of your default, you may be liable to pay an early termination charge which is either set out in the plan brochure or in the service description.

6.3. Once the Minimum Contract Period is over, your service will continue to renew automatically, and you will continue to be charged for the service, until such time as you or we cancel the service by giving 30 days' notice.

7. Usage

7.1. You acknowledge that charges will be incurred when the service is used. It is therefore important that you take steps to ensure that such usage does not occur without your authorization. You should ensure that you are in control of devices that might make use of your services, such as computers, handsets, mobile phones, and wireless devices connected to your service and that third parties cannot access or use such equipment without your authority. You acknowledge that usage of some services can occur because of an infection of your computer with a virus or due to other unauthorized third party intrusions. You should ensure that you have appropriate protection systems operating on your equipment to restrict or limit the possibility of unauthorized usage.

7.2. As we are not able to control access or usage of your handsets and other equipment, you are responsible for all usage charges in respect of the use of the service, whether or not such usage was authorized by you, unless the usage was caused by a mistake by us.

7.3. You are not permitted to authorize a third party to use your service without direct supervision and/or written authorization by us.

7.4. You acknowledge that we cannot be held responsible for any loss incurred by you because of faults and/or failures within a third party carrier's network infrastructure.

7.5. While we will use our best endeavors in providing the service, you use it at your own risk. Even if you lose some equipment or permit another person to use your service, you are solely responsible for its use including:

- (a) the calls made and messages sent;
- (b) the sites and content accessed;
- (c) the content or software downloaded and the effect it may have on your equipment or service;
- (d) the products and services purchased;
- (e) the information provided to others;
- (f) the installation or use of any equipment or software whether provided by us or not;
- (g) the modification of any settings or data on your service or related services or equipment whether instructed by us or not;
- (h) the personal supervision of any users under the age of 18 who use the service; and
- (i) the lawfulness of your activities when using the service and accessing any sites and third party content.

7.6. The You must: is used only for ap ot use the service in any manner involving illegal, malicious, deceptive or misleading activity;

- (b) not breach any standards, content requirements or codes set out by any relevant authority or industry body;
- (c) not use the service in any way which interferes with the operations of the service network, anyone else's enjoyment of their service or

which upsets or offends any person;
not use the service for commercial purposes or in any way distribute or resell the service without our written permission;
obey all laws, regulations, guidelines and our reasonable instructions concerning your use of the service;
) give us all information and cooperation that we may need in relation to the service; and
advise us of changes in your personal information such as account details, debit or credit card details and expiry dates and billing and service addresses.
You must not use the service in a way which contravenes any fair use policy, acceptable use policy or fair go policy that applies to the service.
We may suspend or terminate, with or without notice, your service if, in OCCOM's reasonable opinion, the service has been directly or indirectly involved in activities that are detrimental to our internet service or jeopardize the use of our service or its performance for other customers or how the wider community will perceive OCCOM. Such activities include, but are not limited to: 'Spamming' e-mail or forwarding spammed e-mail to other Internet user's e-mail addresses'
being listed or causing the listing of us or our other customers on any real-time blacklist;
e-mail bombing and the use of bulk e-mail programs to unsolicited recipients making commercial advertising, informational announcements, charity requests, petitions for signatures, chain letters and political or religious messages;
attempting to obtain unauthorized access to other Internet servers and systems; and
making misrepresentations or abusive or offensive behavior in newsgroups and other online facilities.

In any of the above circumstances, if we elect to proceed without giving notice, we will initially only suspend the service and will provide you notice of the suspension having occurred and the grounds on which the suspension was made. We will reasonably consider any evidence or submissions you may provide to us to demonstrate that the service was not used for the activity. If we are satisfied that the service was not used for the activity, we will reinstate the service as soon as practicable. If we are not so satisfied, we will terminate the service by giving notice.

You must not use the service in a way or post to or transmit to or via the service any material which interferes with other users or defames, harasses, threatens, menaces, offends or restricts any person or which inhibits any other customer from using or enjoying the service. You must not use the service to send unsolicited electronic mail messages to anyone. You must not attempt any of these acts or permit another person to do any of these acts.

We may suspend without notice your account if it has been used in offensive and/or illegal activities under State and/or Commonwealth laws. This includes the dissemination of banned pornographic material and other illegal content. In such cases, the relevant law enforcement agency(ies) will be notified, and offending material(s) may be passed on to them.

If who use a website or web hosting service provided by us for the public dissemination of violent or pornographic material, you must issue appropriate content warnings and provide viewing guidelines on your website, as per the Classification Act. This is especially important with respect to content which is likely to be considered unsuitable for children according to the Classification Guidelines provided in the Act. If it is brought to our attention that these appropriate content warnings and/or viewing guidelines have not been provided, then we reserve the right to suspend or terminate your account and pass this information on to the relevant authorities.

What constitutes inappropriate use will be determined by us, at our sole discretion provided that we act reasonably.

Provide Assistance: You agree to provide any information and reasonable assistance to OCCOM or its Service Providers to enable the Service to be provided to you. You must provide true and complete answers to any reasonable installation questions which may affect or prevent successful installation, commissioning or testing of any equipment provided as part of the Service.

We may monitor the use of your service, however we do not promise to do so.

If we identify excessive use or unusual activity, we may temporarily restrict or suspend your service. If we do so we will endeavor to contact you via your nominated primary contact details. We may require an advance payment before your service is restored. You should not rely on us to contact you or to suspend your service in the event of excessive or unusual activity.

7.15 We may investigate any misuse of the service by you, in conjunction with relevant law enforcement agencies. If your use of the service results in loss to other users or us, you may be liable to pay compensation.

7.16 You must provide all reasonable assistance to enable us, or where necessary one of our suppliers, to investigate and repair a fault. We are not responsible for repairing any fault in the Service where the fault arises in or is caused by a Service Provider's Network, or equipment that is owned by you or is not provided by us for your use.

8. IP Addresses

8.1. You agree that the IP Address(es) issued to you for use in connection with a service are only issued to you for use during the term of your acquisition of the service. On termination of the service, your right to use the IP Address(es) ceases.

8.2. We are responsible for all DNS delegation and routing in connection with the service.

9. Billing and account payment

9.1. The plan brochure or service description may provide that bills will not be issued. If that is so, charges will be incurred notwithstanding that no bill has been issued.

9.2. Usage records and download times can vary from time to time. Whilst we aim to do so, we are unable to guarantee that all usage records during a billing period will appear on the corresponding bill. This is particularly so for charges incurred whilst using international roaming but also applies for other types of usage.

9.3. Payments may be made to us through our available payment methods. Service fees and charges may apply for some available payment methods. We will apply payments made by you against outstanding tax invoices at our discretion.

9.4. If you have chosen to use our direct debit facilities, and we have not received your payment by the due date, unless we agree with you otherwise, we will debit your nominated account on or after the due date. We may continue to do so at any time until all amounts due are paid. We will provide SMS or email notification upon request when debits are made.

9.5. Where in our opinion you have a reasonable claim or dispute with an invoice or a debit, we will suspend our collection or recovery processes until a determination on your claim or dispute has been made. We will reimburse any incorrectly debited amount as soon as reasonably practicable.

9.6. All administration, registration and set-up fees are non-refundable. You may exchange or receive a refund for equipment which has not been opened or used and has been returned to us within 30 days of purchase.

9.7. If you require us to send to you a printed copy of an invoice, this may be subject to an administration fee of \$10.00 inc GST will apply per request.

9.8. Accepted credit cards: Visa, MasterCard. Accounts paid with a Visa or MasterCard card will incur a surcharge of 3% (incl. GST) of the debited amount when we debit the card. For direct Debit card, we charge \$1 per transaction.

9.9. You are responsible for ensuring there is sufficient funds/credit available in your nominated credit card or direct debit account at any time we debit the account. You must pay dishonor fees and any other charges, expenses or losses resulting from our attempting unsuccessfully to debit the credit card or direct debit account unless the failure was due to a clear error on our part. Dishonored charge incurs a \$20 inc GST handling charge. Direct Debit rejections incur a \$10.00 inc GST charge.

9.10. You are required to inform us if your credit card is due to expire at least two weeks prior to the expiry date and are required to provide us with details of a current credit card. You must also advise us if your nominated direct debit account is transferred or closed, or the account details have changed.

9.11. Where a customer provides a new credit card number or re-advises a credit card number, OCCOM will immediately debit the credit card for any outstanding amount owing or an amount of \$1 if there is no current amount owing. This debit is to confirm with the Customer's financial institution that the card number and CVC are correct. The CVC is not retained by OCCOM. The amount received is credited to the customer's account.

9.12 OCCOM will not accept Prepaid Visa/Master credit cards or gift cards.

9.13 If you have failed to pay to OCCOM an amount which is due, we may follow appropriate notice to you refer the debt to a third party collection agent for the purpose of collection activity. You must pay all costs, charges and expenses that we may incur in relation to our attempts to recover all debts due by you to us, including accounting, mercantile agents' costs and interest.

10. Bank account direct debit terms

10.1. If you have arranged to pay us by providing a Direct Debit Request ("Your Direct Debit Request"), this clause sets out the terms on which we accept and act to debit amounts from your account under the Direct Debit System.

10.2. We agree to be bound by this clause when we receive your Direct Debit Request complete with the particulars we need to draw an amount under it.

10.3. We may have requested from you an online or verbal declaration giving us authority to deduct monies from your bank account. By agreeing to this declaration you will be regarded as having 'signed' a Direct Debit Request (DDR) Form. You also agree that we may reproduce this document from our electronic records and that the reproduced document shall, in the absence of error, be an accurate copy of this document signed by you.

10.4. If you are not authorized to operate this bank account by yourself then those person(s) whose authority is required must complete and sign a DDR and return it to us.

10.5. As recipient of a Direct Debit Facility (DDF) from you, we will:

(a) provide you with a statement of the amounts we draw under your Direct Debit Request every month;

(b) provide you at least 30 days' notice in writing, if we propose to:

- (i) change our procedures in this agreement;
- (ii) change the terms of your Direct Debit Request; or
- (iii) cancel your Direct Debit Request.

(c) agree to deal with any dispute raised under your Direct Debit Request as follows: We will investigate the dispute and if it is found that the amount has been debited in error we will refund the disputed amount within 30 business days. Where it is found that the disputed amount has been debited correctly and in accordance to the terms of the Direct Debit Agreement, we will notify you of that outcome in writing within 5 business days; and

(d) not disclose any personal information provided to us under the Direct Debit Request, which is not generally available, unless: you dispute any amount we draw under your Direct Debit Request and we need to disclose any information relating to your Direct Debit Request or to any amount we draw under it to the Financial Institution at which your account is held or the Financial Institution which sponsors our use of the Direct Debit System or both of them; you consent to that disclosure; or we are required to disclose that information by law.

10.6. As the provider of DDF you:

(a) authorize us to draw money from your account in accordance with the terms of your Direct Debit Request and the agreement;

(b) acknowledge that if the day on which you are due to make payment to us is not a business day we draw under your Direct Debit Request on the next business day following the normal payment date. You will need to enquire directly with your Financial Institution if you are uncertain when they will process an amount we draw under your Direct Debit Request on a day that is not a business day;

(c) may ask us to:

- (i) alter the terms of your Direct Debit Request;
- (ii) defer a payment to be made under your Direct Debit Request;
- (iii) stop a drawing under your Direct Debit Request. In such instances an alternative method of payment must be arranged 3 days prior to the due date and payment received by the due date; or
- (iv) may cancel all your services including your Direct Debit Request by sending a written request including your customer number and telephone number to us;

(d) will advise us of any disputed amount drawn under your Direct Debit Request as soon as practically possible by notifying us of your dispute by letter or fax, (include your customer number and telephone number to us) and provide us with details of the payments in dispute and reasons for the dispute. We will endeavor to resolve any dispute within 21 days. Disputes may also be directed to your own Financial Institution;

(e) acknowledge it is your responsibility to ensure there are sufficient clear funds available in your account by the due date, on which we will draw any amount under your Direct Debit Request, to enable us to obtain payment in accordance with your Direct Debit Request;

(f) acknowledge that if your Financial Institution rejects any of our attempts to draw an amount in accordance with your Direct Debit Request, we will recharge any dishonor fees charged to us by the Financial Institution, to your account. We will make two attempts to draw outstanding amounts in accordance with your Direct Debit Request. If these fail, we will contact you by telephone or in writing to seek alternative methods of payment for the outstanding balance of your account, and to agree a suitable payment method for future account payments;

(g) acknowledge not all accounts held with a Financial Institute are available to be drawn under the Direct Debit System and that prior to providing your account details to us under the Direct Debit Request, have verified those details against a recent statement from your Financial Institution to ensure those details are correct.

11. Suspension/Disconnection of the service

11.1. If your fixed period contract has expired or you are on a month-to-month contract, you or we may disconnect the service and cancel the agreement at any time by giving 30 days' notice.

11.2. If you fail to comply with what we consider to be an important term or condition of this agreement or should you fail to comply with a number of less important terms and conditions, then we can suspend or disconnect your service or reroute calls from your service. We will generally provide you with notice of your failure and allow you a reasonable time to remedy it. However, we may suspend or disconnect your service without notice to you where:

(a) there has been, in our opinion, unusual activity on your service such as:

(i) activity that is consistent with your service or equipment connected to your service having been infected with a virus or other malicious software; or

(ii) other activity that OCCOM reasonably believes is evident that the service is being used for fraudulent or other illegal purposes;

(b) you have not paid charges when due and have not remedied that failure within what we consider to be a reasonable time;

(c) you do something which we believe may damage the service network;

(d) you are no longer approved by us under our assessment policies or otherwise to receive the service;

(e) an authority such as the ACMA or enforcement agency instructs us to do so;

(f) we believe that you have used your service to commit unauthorized, criminal or unlawful activity;

(g) you vacate the premises in which you are provided the service without notifying us beforehand;

(h) there are technical problems with the service network or the service network requires repairs or maintenance;

(i) we believe it is necessary to comply with our legal obligations;

(j) we are entitled to do so under the specific terms and conditions of your plan or package;

(k) you verbally abuse, attempt, threaten or cause harm to any staff, equipment or network infrastructure of ours or any of the service networks.

11.3. In the following additional circumstances, we may suspend or disconnect your service(s) or reroute calls from your service(s) but we will provide you with reasonable notice prior to doing so:

(a) you do anything which we believe may damage the service network;

(b) you have used the service, in our opinion, other than in accordance with the agreement;

(c) you do not comply with the terms set out in a Plan Brochure or a Service Description.

11.4. Where one or more services included in a bundled offer(s) are disconnected, entitlement to any discounts under such offers may be forfeited.

11.5. While your service is suspended or disconnected we will continue to charge you any applicable fees and charges. We will only do so where the suspension or disconnection is due to your failure to comply with your obligations under this agreement, or is performed at your request.

11.6. Where we disconnect your service prior to the expiration of the minimum term of your plan you will be liable for any outstanding fees and charges, including the remaining access fees on your plan plus a plan cancellation fee if applicable. We will only charge a plan cancellation fee in circumstances where you have failed to comply with an important term or condition of our agreement.

11.7. We are not liable to you or any person(s) claiming through you for any loss or damage arising from suspension or disconnection of your service in accordance with this clause.

12. Force Majeure

12.1. We will not be liable for:

(a) any delay in installing any service.

(b) any delay in correcting any fault in any service.

(c) failure or incorrect operation of any service, or

(d) any other delay or default in performance under this Agreement

if it is caused by any event or circumstance reasonably beyond our

control,

including but not limited to; war, accident, civil commotion, riot, military action, sabotage, act of terrorism, vandalism, embargo, judicial action, labour dispute, an act of a government or a government authority, acts of God, earthquake, fire, flood, plague or other natural calamity, computer viruses, hacker attacks or failure of the internet or delay, or failure or default by any other supplier.

13. Liability

13.1. You may have certain rights and remedies under:

(a) the Competition and Consumer Act 2010 (Cth) and other laws, which may imply certain conditions and warranties into this agreement; and

(b) the Customer Service Guarantee issued by the ACMA, which established minimum connection and fault repair times, breach of which entitles you to certain specified amounts of damage.

13.2. We do not exclude or restrict or modify those rights, remedies or implied conditions and warranties.

13.3. Where we are liable for any loss or damage in connection with or arising from the breach of any term, condition, warranty or remedy implied by the Competition and Consumer Act 2010 (Cth) our liability is limited to resupplying, repairing or replacing the relevant service or equipment where the service or equipment is not of a kind ordinarily required for personal, domestic or household use or consumption and where it is fair and reasonable to do so.

13.4. You must let us know as soon as you become aware or believe that you have a claim against us.

13.5. We are not liable for any defamatory, offensive or illegal conduct or material found in connection with our services, including such conduct or material transmitted by any means by any other person.

13.6. You indemnify us from and against all actions, claims, suits, demands, liabilities, losses, costs and expenses arising out of or in any way connected with your use of the service or the equipment in a manner contrary to the terms of this agreement.

13.7. Where you are two or more persons your liability will be joint and several.

14. Assignment

14.1. You may transfer your rights and obligations under this agreement to other person(s) approved by us under our assessment policies.

14.2. Where we reasonably consider there will be no detriment to you, we can without your permission and without notice:

- (a) transfer our rights and obligations under this agreement to our nominee;
- (b) temporarily or permanently delegate our obligations under this agreement to our nominee; or
- (c) novate this agreement to our nominee by ending this agreement and entering into a new agreement between you and our nominee, on terms similar to this agreement.

14.3. If we do any of the above the transfer or delegation or novation will take effect when the relevant document is signed. You irrevocably appoint us as your attorney to sign any necessary documents to enable the transfer, delegation or novation to take effect.

15. Governing law

15.1. This agreement is governed by the laws of the state or territory of Australia in which you are normally resident. You and we agree to submit to the jurisdiction of the courts of such state or territory.

16. Meaning of words

16.1. Terms used within this agreement have the following meaning unless the context suggests otherwise.

- (a) ACMA means the Australian Communications and Media Authority.
- (b) agreement means the agreement for the provision of the services between us comprising the items outlined in clause 1.2 of these standard terms.
- (c) air limit means a usage threshold we may impose on use of your mobile service.
- (d) available service area means locations in which the service network is capable of providing service. Information on coverage areas is available by contacting us
- (e) billing period means the period in which you are billed by us for service. You will have 12 billing periods per year unless we agree otherwise.
- (f) billing run means the process of producing a bill for you. Each billing run corresponds to a billing period.
- (g) carrier means a Telecommunications carrier licensed under the Telecommunications Act 1997.
- (h) contact method means mail, SMS, MMS, email or telephone.
- (i) credit assessment policies mean those rules we use to determine whether we wish to accept or decline to provide or continue to provide you with the service. These policies may change from time to time without notice to you. Under these policies you must: be at least 18 years of age; be capable of entering into a legal contract; be alive; not be insolvent or bankrupt or subject to any proceedings to make you insolvent or bankrupt; where you are in a partnership, the partnership must not have been dissolved; where you are a company neither you nor any of your assets may have been assumed under the terms of a debt security instrument or under court order or otherwise appointed.
- (j) credit limit means a limit we may place on your use of a service or on amounts you owe us at a point in time.
- (k) current supplier means a carrier or telecommunications service provider who supplied telecommunications to you at the time of signing the agreement.
- (l) customer care policies mean the policies, procedures, terms and conditions under which we provide services. Our customer care policies are updated from time to time and are available on our website or by contacting us.
- (m) customer service guarantee means the current minimum performance standard set by the ACMA under sections 115, 117 and 120 of the Telecommunications (Consumer Protection and Service Standards) Act 1999.
- (n) direct debit date means the date, on or after the due date, on which we will automatically debit your direct debit facility for amounts due.
- (o) direct debit facility means the debit account or credit/charge account nominated by you for the debiting of your fees and charges.
- (p) due date means the date the amount shown on your tax invoice is due to be paid to us. The due date is not less than 14 days after the tax invoice date.
- (q) enhanced services mean the services we provide that are designated by us as enhanced services. Our website and plan brochures will detail which services we have designated as enhanced services.
- (r) equipment means the item(s) required or otherwise used in conjunction with your service such as mobile phones, fixed lines phones, personal computers, software and modems purchased from us or otherwise.
- (s) factsheets mean detailed information made available on our website or otherwise.
- (t) fees and charges means fees and charges payable by you under your plan and under this agreement including any amounts of applicable GST.
- (u) fixed period contracts are entered into where you commit to a minimum period for which you will acquire the service and may be set out in the plan brochure but do not include month to month contracts.
- (v) GST means the tax imposed by A New Tax System (Goods and Services Tax Imposition General) Act 1999 and any regulations thereto or such other Act and regulations of equivalent effect.
- (w) GST Act means A New Tax System (Goods and Service Tax) Act 1999.
- (x) GST supply means a supply as defined in and which is subject to liability for GST under the GST Act.

(y) Hardware means the Call Saver Unit or any equipment that we may provide from time to time.

(aa) internet service means connection to the global network of computers known as the internet using software protocols supported by us, plus any other services offered by us including enhanced services.

(bb) mobile network means the mobile network over which we supply the service.

(cc) mobile service means the connection to the Mobile Network plus any other services offered by us including enhanced services.

(dd) package means a grouping of services and plans, which are sold together under specific terms and conditions.

(ee) passwords means the personal information or security codes such as your customer service account passcode or website password used by us to confirm that an individual has authority to enquire or transact on your account.

(ff) personal information has the same meaning as defined within the Privacy Act 2000.

(gg) plan means your plan for each of the service(s), the terms and conditions of which may include a minimum term, monthly fees and call charges as amended from time to time.

(hh) plan brochure is any brochure or other document (including a webpage) which sets out the terms and conditions of a plan.

(ii) premium services mean content or information services, charged at a flat or timed rate, such as picture, ringtone and game downloads, and SMS messages to weather services, as well as psychic, voting and competition lines. Premium Service phone numbers usually begin with 190 or an international prefix, whilst SMS numbers usually begin with 18 or 19.

(jj) primary contact means the mobile or fixed line service number, email address or other specific contact designated by you and accepted by us to use as our primary means of contacting you in relation to your account.

(kk) priority assistance means services offered to persons who are diagnosed with a life threatening medical condition with a high risk of rapid deterioration to a life threatening situation and where access to a telephone would assist to remedy the life threatening situation.

(ll) service means any and all of the digital mobile phone services, fixed line services and internet services that we provide to you including any enhanced services and also includes our customer support services. Information on our services is available on our website.

(mm) service network means the carrier of the telecommunications services sold to you by us and includes the mobile network.

(nn) SIM card means the subscriber identity module card, which the network owns, but is provided to you to be placed into your mobile phone to enable you to access your mobile service.

(oo) tax invoice date means the date you are issued with a tax invoice containing a fee or charge.

(pp) third party content means products and information provided by third parties to you, which you can access through your service.

(qq) third party content supplier means a party that provides third party content to you through your service.

(rr) toll means making a voice call or SMS from your mobile service.

(ss) transfer means to port, move or swap your service number from one carrier or service provider to another as defined by the Telecommunications Numbering Plan 1997.

(tt) usage record means the record of a call or data transfer provided to us by the service network.

(uu) user means someone who uses a service, which may or may not be the account holder.

(x) username means the username created by you when you registered for a particular service.

(ww) We, our, us means the member of the SP Telemedia Limited group which enters into the agreement with you.

Complaint Handling Policy

OCCOM aims to provide our Customers with the best possible service. If you haven't received the service you expected or you would like to make a suggestion we always appreciate your feedback.

Customer Service is your main point of contact within OCCOM whether you wish to discuss an issue regarding your account or you want information about our services.

Our Customer Service staff can be contacted by:

Email – support@occom.com.au

Phone - +61 2 8005 3925

Fax - +61 2 8003 9704

Mail - 103/54 Alexander Street

Crows Nest NSW 2065

You will find the majority of matters can be handled on the first call. If further investigation is required, we will give you a timeframe & keep you posted along the way.

Our Customer Service staff may escalate your case to a Technical Support Officer, our Customer Relations Team or even their Supervisor. If you are not satisfied with the way in which the Customer Service staff is dealing with your issue, you can request to be escalated to a Supervisor. Customer Relations can be contacted directly by Email: escalate@occom.com.au. We aim to respond to all written correspondence within one working day.

OCCOM believes that its internal resolution process is the most effective and quickest way to resolve complaints. However, if you are not satisfied with our handling of your issue and you have escalated this within OCCOM, you may seek further assistance from external avenues of recourse in your state or territory.

Summary of financial hardship policy

Financial Hardship is a term used to describe a situation where a person is unable to meet their financial commitments due to one or more factors contributing to their financial position. Common contributing factors include:

1. Loss of employment of you or a family member
2. Illness, including physical incapacity, hospitalization, or mental illness of you or a family member
3. Family breakdown
4. A death in the family
5. Other factors resulting in an unforeseen change in your capacity to meet their payment obligations, whether through a reduction in income or through an increase in non-discretionary expenditure.

If you are having a problem paying your bill, or you wish to discuss options to minimize your bill, call us today on. +61 2 80053925

The earlier you contact us, the better. Discussing your concerns gives us the opportunity to help you manage your bills.

If you do require time to pay an outstanding amount, agreeing to a payment plan and sticking to it can help prevent disconnection or restriction of your service. Disconnection of your service is used only as a last resort, and we will endeavor to work with you to ensure this does not happen.

To assist us in establishing the level of support you require, dependent on your individual circumstance, we may request supporting evidence, including, but not limited to:

1. Documentation such as a statutory declaration from a person familiar with the customer's circumstances (family doctor, clergy, bank officer, etc);
2. Or evidence of the customer having consulted with, and/or being accompanied by a recognized financial counselor or a booking to see a financial counselor.

There are also a range of other financial support services available such as free financial counseling services offered in each state and territory in Australia. For more information on these & other options available please see the ACMA's website:

http://www.acma.gov.au/WEB/STANDARD/pc=PC_2939

Please contact us on +61 2 80053925 if you are having difficulty paying your bill so that we may discuss the options that are available to you.

Minimising your Debt

There are options available for minimizing your debts & to stay connected whilst managing your spending. Examples include:

1. Reconnection of a service with restricted access
2. Plan change

If you are having a problem paying your bill, or you wish to discuss options to minimize your bill, call us today on +61 2 80053925

SERVICE DESCRIPTION AND TERMS – OptiComm

This document contains the Service Description and Terms for the supply of OptiComm Access. The OptiComm Access service is supplied by OCCOM Pty Ltd (ABN: 58 608 289 425). The Standard Terms and Conditions apply to this service.

1. THE SERVICE

1.1. OptiComm Access is the supply of connectivity and internet via services supplied by OptiComm Pty Ltd.

1.2. OptiComm Access comes in OptiComm Fibre.

1.3. OptiComm Fibre is a high speed broadband access service where the service will be supplied using a fibre component

1.4. To acquire an OptiComm Access service, you must be in an area that is enabled for OPTICOMM services. We do not guarantee provision of service to every applicant

2. OptiComm ACCESS SPEEDS

2.1. The OptiComm Access Plan you choose will stipulate the access connection speed for the Service. This is a speed nominated by OptiComm and represents the maximum speed that will apply to your service.

2.2. The actual speeds for the service may be slower and vary due to many factors including type/source of content being downloaded, hardware and software configuration, the number of users and performance of interconnecting infrastructure not operated by OCCOM Devices connected by Wi-Fi may experience slower speeds than those connected by Ethernet cable.

3. INSTALLATION AND NTD

3.1. OptiComm Access is only available at locations that OptiComm fiber has activated. You may check whether your premises are OptiComm activated by contact with our excellent sales team. This is indicative only and OCCOM does not guarantee that it will be able to accept all applications for service.

3.2. The installation process will vary depending on whether your premises has been connected, meaning that OptiComm has installed relevant facilities and network termination devices into the premises.

3.3. If the premises have already had a connection made to the OptiComm installation generally can be completed without the need for you to be physically present at the premises.

3.4. If the premises require OPTICOMM to install any infrastructure or equipment, you or your authorised representative will need to be present at the premises at a time and date that is nominated by us.

3.5. If we and OptiComm Co Pty Ltd reasonably determine that the installation required is standard, you agree that we can complete the OptiComm installation unless you tell us otherwise.

3.6. Supplemental work

The Customer agrees OptiComm may be required to contact their End-user to arrange installation of equipment to provide the services. It may occur during this installation that OptiComm or its nominated agents are requested to perform Supplemental Work in the form of: Installation of End-user premises wiring; Installation of the lead in conduit; or Other work which is the responsibility of the End-user. Costs incurred by OptiComm for performing this Supplemental Work shall be charged directly to the End-user.

3.7. If you wish to re-schedule an installation appointment you must provide us with at least 3 working days' notice. If you do not provide us with at least 3 working days' notice or you miss your scheduled appointment you may be charged a missed installation appointment fee. The OptiComm and OCCOM may reschedule an appointment with you. We are relying on OptiComm to tell us

about a reschedule of your appointment and will give you as much warning as we reasonably can.

3.8. OptiComm Access is only available at locations that OptiComm fiber has activated. You may check whether your premises are OptiComm activated by contact with our excellent sales team. This is indicative only and OCCOM does not guarantee that it will be able to accept all applications for service.

3.9. The installation process will vary depending on whether your premises has been connected, meaning that OptiComm has installed relevant facilities and network termination devices into the premises.

3.10. If the premises have already had a connection made to the OptiComm, installation generally can be completed without the need for you to be physically present at the premises.

3.11. If the premises require OptiComm to install any infrastructure or equipment, you or your authorized representative will need to be present at the premises at a time and date that is nominated by us.

3.12. If we and OptiComm Pty Ltd reasonably determine that the installation required is standard, you agree that we can complete the NBN installation unless you tell us otherwise.

3.13. If you wish to re-schedule an installation appointment you must provide us with at least 3 working days' notice. If you do not provide us with at least 3 working days' notice or you miss your scheduled appointment you may be charged a missed installation appointment fee. The OptiComm and OCCOM may reschedule an appointment with you. We are relying on OptiComm to tell us about a reschedule of your appointment and will give you as much warning as we reasonably can.

3.14. We will use due care in organizing your appointment time and there may be other statutory guarantees, implied conditions or warranties under consumer protection laws that cannot be excluded which may apply. However, given that OCCOM is not solely responsible for the installation of your OptiComm Service or equipment needed to use the OptiComm Services, OCCOM cannot promise that your appointment time will be met and there may be circumstances where your appointment cannot go ahead at the scheduled time or date. To the extent reasonably permitted under consumer protection laws, OCCOM excludes liability to you for any damage or loss you suffer because the appointment did not occur at the scheduled time or date where the failure to meet the appointment time was not contributed to by OCCOM.

3.15. A range of OPTICOMM Equipment may be used by OptiComm. However, you must follow the reasonable instructions of the OptiComm representative or the manuals provided with the hardware.

3.16. Suspension of Services

- a) OptiComm may, without liability, immediately suspend providing a Service if:
 - b) there is an Emergency;
 - c) the Customer breaches this Agreement and OptiComm serves a default notice under or the Customer commits an Insolvency Event;
 - d) doing so is necessary to allow OptiComm to protect, repair, maintain or service any part of the Network;
 - e) OptiComm reasonably suspects fraud by the Customer or any other person in connection with the Service;
 - f) OptiComm is required to do so to comply with a Legislative Requirement, or an order, instruction or request of an emergency services organisation or an Authority;
 - g) OptiComm is issued with a competition notice under Part XIB of the Trade Practices Act in respect of the Service, or the Service is declared under Part XIC of the Trade Practices Act; or a supplier of services to OptiComm which are necessary for the provision of the Services ceases or suspends those services to OptiComm.

OptiComm shall provide the Customer as much prior notice of the suspension as possible in the circumstances. OptiComm shall recommence providing the Service as soon as reasonably possible after the reason for the suspension has ceased.

3.17. Consequences of Suspension

If a Service is suspended in accordance with clause 3.16, for the period of such suspension, the Customer shall not be liable to pay usage based charges for that portion of the Fees for that Service and OptiComm shall not be liable to pay any rebates under the Service Level Agreement.

4. SERVICE LIMITATIONS

4.1. You may not resell, onsell or otherwise onward supply your OptiComm Access service. You must ensure that it is not made available or used by ISPs, Internet Cafés or Web Hosting Companies.

4.2. You agree that an OptiComm connection can only be used at one physical location and with one network system operation at this site. You may not use the connection for multiple locations.

5. EQUIPMENT

5.1. You must ensure that you have compatible, working equipment installed to access and use your OptiComm service including, but not limited to router and cabling. We will not compensate you for access or performance problems caused by equipment which is not supplied by us.

5.2. If we have agreed to supply you with a piece of equipment, we reserve the right to and may supply an alternative model or brand of modem/router, of similar quality and technical specification to the one displayed on the OCCOM website when you registered.

5.3. OCCOM only provides technical support for makes and models of modem/router supplied by OCCOM. If you are using a model of modem/router not supplied by OCCOM, assistance may be available directly from the manufacturer's own technical support service.

5.4. We will only deliver ordered equipment to the contact address supplied by you in your application for service.

5.5. In a situation where you are not available to receive delivered equipment and the equipment is returned to us, the cost of the return will be borne by you. In addition, we will charge you to redirect/resent the equipment. Shipping & handling fees are non-refundable.

5.6. You must ensure that the equipment installed is not covered in a way that prevents air circulating around the equipment.

6. SUPPORT

6.1. We provide support for the following:

- (a) OptiComm installations on the routers and modems purchased from us;
- (b) New account set up & installation;
- (c) Disconnections;
- (d) Sending and receiving email from OptiComm Post Office;
- (e) Connecting to the Internet;
- (f) Viewing web pages;
- (g) Downloading & uploading files & attachments.

6.2. We may not be able to provide support which requires assistance with Apple computers.

7. SERVICE FAULTS

7.1. While we will endeavour to make OptiComm Access services available to customers 24 hours a day, 7 days a week, OptiComm Access services are not fault free and we cannot guarantee uninterrupted service, or the speed, performance or quality of the service.

7.2. There are many factors outside of our control that may affect OptiComm services, such as the performance of third party suppliers and equipment, force majeure events and your hardware and software configuration.

7.3. We reserve the right to perform maintenance work from time to time, which may temporarily interrupt your access to the service. Where possible, we will perform this work during non-peak times.

7.4. You must direct all queries regarding faults/outages of the service to our technical support Help Desk. You must not direct inquiries to third party service providers, including NBN Co or OptiComm

We will invoice you for costs incurred by us if you engage a third party for assistance with your service.

7.5. There may be circumstances where OCCOM needs to escalate the fault to OptiComm. If OptiComm determines that the fault is caused by your equipment (for example faulty cabling or router), you will be charged a fee for Incorrect NBN Fault Lodged as set out in [additional price](#)

8. MINIMUM CONTRACT PERIOD

8.1. All OptiComm plans have a Minimum Contract Period. The Minimum Contract Period is the minimum period during which you must acquire the service. The Minimum Contract Period commences when the service is activated.

8.2. If, during the Minimum Contract Period, you cancel the service or we cancel the service because of your default, you must pay an early termination charge. Such termination fees are set out at [additional price](#)

8.3. The Minimum Contract Period varies from plan to plan, and will be advised to you during your application for the service.

9. STANDARD CHARGES

9.1. The OptiComm Access Service is a prepaid service. You must pay all charges in advance.

9.2. You must pay all equipment, delivery and set-up charges and the first month's subscription fee once your nominated service delivery address passes the initial service qualification test prior to installation.

9.3. If you provide us with incorrect registration details which result in the service being installed on the wrong address, the set-up charges will be paid again to re-install the broadband service. You must provide the correct service details in writing to us before re-installation will proceed.

9.4. Monthly recurring fees are payable monthly. Seven days prior to the end of each month rollover date (rolling from the date of activation), the following month's fee will be charged and you will acquire the service for that following month.

9.5. ADDITIONAL CHARGES

9.6. Additional charges set out in the Additional Pricing Page may be payable. You should specifically note the following:

(a) Any withdrawal of OptiComm application may incur an application withdrawal charge as specified on the FIBER Additional Pricing page online at [additional price](#)

(b) If you provide incorrect information (such as incorrect address) on the Fiber application which is actioned by OptiComm, then you will be liable for the costs incurred including, but not limited to:

- (i) A setup charge and relocation charge if the service can be relocated to the correct address or phone number; or
- (ii) A setup charge and early termination fee if the incorrect service cannot be relocated.

(c) Early termination fees will be payable, as specified in the plan brochure, if you terminate the service prior to the completion of the minimum service period.

10. PAYMENTS

10.1. Payment options are credit card and/or direct debit from a nominated bank account, as specified on the OCCOM website for the plan chosen by you. Accounts paid with an Marster or visa card will incur a surcharge of 3% (incl. GST) of the payment amount when we debit the card. For direct Debit card, we charge \$1 per transaction.

10.2. OptiComm may choose not to issue an invoice but charges will be incurred and payable regardless of the fact that an invoice has not been rendered.

10.3. As the service is prepaid, if a payment is declined, the service will be automatically suspended.

10.4. You authorize us to charge all termination fees, including, but not limited to, any early termination charges to your credit card or direct debit account on termination of your service. Such termination fees are set out at [additional price](#)

11. CANCELLING AN NBN ACCESS SERVICE

11.1. You may terminate the OptiComm service by giving us at least 30 days' written notice. You must pay for charges for the service up to the end of the notice period.

11.2. If you cancel your NBN service before the end of your Minimum Contract Period, you will be required to pay the early termination charges.

12. MISCELLANEOUS

12.1. You use the service at your own risk and we take no responsibility for any data downloaded and/or the content stored on your computer. You agree not to make any claim against us, our suppliers, employees, contractors or assignees for any loss, damages or expenses relating to, or arising from, the use of the broadband service and/or our email services.

12.2. We reserve the right to add, or delete web sites to/from our filter list without prior notice to you.