



MOBILE TERMS AND CONDITIONS



Contents

Mobile Terms & Conditions	2
1 Our Mobile Service	2
2 Our Mobile Service Call Charges.....	2
3 Connecting your Mobile Service.....	3
4 Faults	3
5 SIM Cards and Handsets	3
6 Data Usage	4
7 Calling Number Display.....	4
8 Eligibility Requirements.....	5
9 Acceptable and Fair Use Policy.....	5
10 Mobile Porting	5

VERSION 202304
OCCOM PTY LTD

Mobile Terms & Conditions

These Mobile Terms and Conditions which should be read in conjunction with our Standard Terms and Conditions of OCCOM Pty Ltd (ABN: 58 608 289 425).

1 Our Mobile Service

1.1 OCCOM Pty Ltd (ABN: 58 608 289 425) uses Telstra's 5G, 4G and 3G mobile Network.

1.2.1 Mobile SIM-Only service allows you to:

- a. make calls from and receive phone calls to your mobile phone,
- b. send content from and receive content to your mobile phone,
- c. Use a range of value-added services; and
- d. Use the mobile phone number

1.2.2 Mobile Broadband service allows you to:

- a. send content from and receive content to your mobile device,
- b. use a range of value-added services

1.3 The service we provide operates on the Telstra Network of our mobile digital network carrier partner, but we don't have control over that network. If our carrier partner restricts certain call types within their network, this limitation will apply to our service as well. You agree that you will not hold us responsible in respect of any such limitations.

1.4 Your ability to make international direct dial calls or use your Mobile Service while outside of Australia is contingent upon our authorization. You must obtain our express authorization to use your SIM card in countries other than Australia.

1.5 You are responsible for enquiring whether mobile coverage is available in areas in which you will ordinarily require the Mobile Service.

2 Our Mobile Service Call Charges

2.1 Our national and mobile calls, WAP, SMS, GPRS and MMS and any other value-added services offered by us from time to time will be charged in accordance with the plan you select.

- 2.2 All calls you make while outside of Australia and roaming will be charged to you. Additionally, you will be charged for calls made to you while you are roaming. The person making the call to you will pay the standard fee to call you in Australia, and you will pay an additional charge to receive the call while overseas.
- 2.3 We are not able to control the variations in roaming charges as they are set by the overseas operator whose network you are roaming on and are also subject to international exchange rate fluctuations.

3 Connecting your Mobile Service

- 3.1 To apply for an Occom mobile service, you must complete an application either through our website or over the phone.
- 3.2 We aim to dispatch SIM cards necessary to use our Mobile Service within 3 working days. You will receive instructions from us on how to activate your SIM card(s).
- 3.3 If you have requested that we transfer an existing mobile phone number from another mobile service provider, the process to transfer your number will begin when you activate your SIM card. Transferring a mobile number will usually complete within 3 hours, however please keep in mind that the process of transferring a phone number could take up to 2 business days. Porting is only available during normal business hours, excluding weekends and public holidays.

4 Faults

- 4.1 We will inform the mobile network provider about any faults that are reported to Occom to ensure that the Mobile Service is restored completely as soon as it is reasonably possible.

5 SIM Cards and Handsets

- 5.1 To use our Mobile Service, you must insert the SIM card that we provide into your existing handset or compatible device. If you require a replacement SIM card, you will be required to pay the Replacement SIM Card Charge.

- 5.2 To prevent unauthorized usage, we may provide certain instructions for activating your SIM card. You are responsible for keeping the SIM card secure and in good condition to the best of your ability.
- 5.3 If you lose your SIM card or if it is stolen, including if your handset is lost or stolen with the SIM card inside, you must inform us right away. You are accountable for all charges that arise until you notify us that your SIM card has been lost or stolen.
- 5.4 All Intellectual Property in your SIM card remains the property of the supplier of that SIM card, ie: Telstra.

6 Data Usage

- 6.1 All Occom mobile services include a data component with an included allowance.
- 6.2 When you exceed your monthly included value, a 2GB data top-up will be automatically added for use if 2GB data auto top-up is included in your plan. Once this 2GB top-up is exhausted, a new 2GB top-up block will be added for use. This 2GB auto top-up will be added 5 times per billing cycle. If all 5 auto top-ups are exhausted, your data component will be disabled and you need to contact Occom to top up for use.
- 6.3 You will be sent SMS alerts when you reach 50%, 85%, and 100% of your Monthly Data allowance. These SMS alerts are only a guide and can be up to 48 hours behind real-time usage.
- 6.4 At the end of your monthly billing cycle, any unused data goes into your data bank for use in the next monthly billing cycle. The maximum amount of data that can be banked is 500GB. Any unused data from your data top-up will be carried forward into your data bank.
- 6.5 Data auto-tops are disabled for Mobile Broadband services.

7 Calling Number Display

- 7.1 The calling number display allows a person receiving a call from you to see your mobile phone number on their handset. The calling number display is automatically activated on the commencement of your Mobile Service. If you do not want your number displayed, check your handset user guide to see whether you can deactivate the functionality yourself or contact us to deactivate this functionality for you.

8 Eligibility Requirements

- 8.1 You do not need to purchase any other service with Occom to be eligible for mobile service.
- 8.2 Customers who have a poor credit history with Occom may be refused service.

9 Acceptable and Fair Use Policy

- 9.1 Mobile plans which have all included calls and SMS are subject to our acceptable fair use policy, available on the website.
- 9.2 Customers who use their services excessively may be subject to having their accounts suspended or disconnected. We will contact you before disconnecting your service to allow you to remedy the breach.
- 9.3 It is prohibited to resell or use our mobile services or SIM cards for commercial purposes. Similarly, you cannot use this service to redirect call traffic or avoid tolls.

10 Mobile Porting

- 10.1 You may be able to port your mobile number from your current mobile service provider to Occom if that mobile number is declared portable under Australian Communications and Media Authority's Telecommunications Numbering Plan 1997 and no exemption has been granted by the which you may obtain a copy of by visiting www.acma.gov.au.

- 10.2 Occom agrees to comply with the operational procedures for porting mobile numbers described in the Australian Communications Industry Forum's Industry Code - Mobile Number Portability ACIF C570 2005 (MNP Code), you may obtain a copy of this by visiting www.acif.org.au. The terms "Customer Authorisation", "Port Cutover Notification Confirmation" and "Standard Hours of Operation" have special meanings as described in the MNP Code.
- 10.3 Occom does not warrant that it can port your mobile number from your current mobile service provider or that your number will be ported to Occom within any specified timeframe. Your current mobile service provider may reject the request to port if the information you provide is incorrect or does not match the data held by them. In this case, Occom reserves the right to correct the information and resubmit the request to port or dispute the rejection by your current mobile service provider. Additionally, a request to port may be rejected if:
- a. the request is for a non-portable mobile number - eg, a cancelled mobile number;
 - b. the MNP Code requires the request to be rejected; or
 - c. Occom cannot otherwise provide porting for that mobile number in the circumstances.
- 10.4 We do not guarantee that we can transfer your current mobile number to our service or that it will happen within a certain time frame. We are not responsible for any losses or damages that may occur due to delays or failures in the porting process that are beyond our control, including the actions of other service providers.
- 10.5 If you wish to port your mobile number from Occom to another mobile service provider, then you must contact that other provider to implement the port.
- 10.6 The terms of Occom's Mobile Terms and Conditions will apply to the supply of mobile services to you by Occom once you have successfully ported your mobile number to Occom.
- 10.7 If your mobile number cannot be ported to Occom then you may choose a new mobile number from Occom.

10.8 You acknowledge that:

- a. Only your mobile number ports to Occom. Any additional value-added services such as voice mail, SMS, paging, or facsimile services that were provided by your previous mobile service provider may be lost, and Occom will provide new value-added services instead.
- b. Porting your mobile number to Occom may entail costs and obligations, and if you are porting from a pre-paid mobile service, you may lose any remaining pre-paid call credits.
- c. You may have an ongoing contract with your current mobile service provider which requires the payment of cancellation and/or terminations fees to that mobile service provider if you port to Occom. These fees will have to be paid by you, and Occom is not responsible for them.
- d. Regardless of whether your mobile number is successfully ported to Occom, you will still be responsible for paying any outstanding amounts to your current mobile service provider.
- e. Your current mobile service provider may or may not disconnect your existing mobile service and/or value-added services.
- f. If you are switching your mobile service to Occom from another provider, you may need to either purchase a new handset or have your existing handset unlocked by your previous provider if it is locked to their network.
- g. If you plan to bring your own device to our network, you may need to have it unlocked or reprogrammed before transferring your service. Additionally, you might need to purchase a new handset if your existing one is not compatible with our network.