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# STANDARD TERMS AND CONDITIONS

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OCCOM MOBILE PRODUCT



OCCOM PTY LTD

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# Standard Terms and Conditions - Occom Mobile Product

These Standard Terms and Conditions apply to services supplied to consumers by OCCOM Pty Ltd (ABN: 58 608 289 425).

## 1 The Service

- 1.1 The Mobile Voice service, depending on the plan chosen by you and subject to any restrictions or limitations we impose or that arise from the type of equipment you own, allows you to:
- a) receive calls to and make calls from your mobile phone,
  - b) receive content to and send content from your mobile phone,
  - c) receive content to and send content from a computer using your mobile broadband device, and
  - d) use a range of value-added service features, on a mobile network for your own personal or business use only.
- 1.2 The Mobile Broadband service, depending on the plan chosen by you and subject to any restrictions or limitations we impose or that arise from the type of equipment you own, allows you to send SMS messages and to send content from and receive content to a computer using your mobile broadband device.
- 1.3 Mobile services are not available in all areas in Australia. 3G and 4G,(5G) is only available where we have 3G and 4G coverage. Coverage maps are available on request
- 1.4 The service is supplied over the Mobile Digital Network of one of our mobile digital network carrier partners. We do not control that network. Where the carrier partner limits call types in its network, your use of the service will be similarly limited. You agree that you will not hold us responsible in respect of any such limitations.

1.5 The Mobile Broadband service is not suitable for International Roaming.

## 2 SIM Cards

- 2.1 The SIM that we provide to you is our property and we may request that you return the SIM to us at any time for replacement. You must not interfere with the SIM.
- 2.2 If the SIM, that we have given you is lost or stolen, you must notify us as soon as possible, so we will bar outgoing calls, suspend the service or activate IMEI blocking on your mobile phone.
- 2.3 You need to notify us as soon as possible if you lost your sim as you are responsible for all charges for calls made using the lost or stolen SIM, up until the time you notify us that your SIM card has been lost or stolen and we bar outgoing calls, suspend the service or activate IMEI blocking.
- 2.4 SIM cards are free and will be mailed free of charge (the first sim card) or if you have also ordered a router with OCCOM; otherwise, mailing cost will be \$5.
- 2.5 We will replace the SIM card (including where your mobile phone has been lost or stolen or the SIM card has been damaged) and may charge a replacement fee.
- 2.6 If the SIM card is returned to us marked 'return to sender' or 'incorrect address', we will attempt to contact you by phone. You will still be liable for the original shipping cost. If you wish us to re-send your SIM Card, you will be liable for any further shipping costs.

## 3 Mobile Numbers

- 3.1 Occom will generate a mobile number for you, or you can choose to keep your existing mobile number during activation.
- 3.2 For detailed information on our phone number policy, please visit our website at <https://www.occom.com.au/terms/Terms-and-Conditions.pdf>.

## 4 Privacy

- 4.1 OCCOM highly believes in the needs and rights of our customer and their privacy. All information will be kept confidential and in accordance with the privacy provisions of the Privacy Act 1988 and OCCOM's Privacy Policy at our website or see at [https://occom.com.au/terms/OCCOM\\_Privacy\\_Policy.pdf](https://occom.com.au/terms/OCCOM_Privacy_Policy.pdf)

## 5 Usage

- 5.1 The service must not be used to:
- a) make or receive calls or send or receive content on our network other than for your own personal or business use,
  - b) wholesale any service (including transit, refile or aggregate domestic or international traffic) on our network, or
  - c) use the service (including any SIM card) in connection with a device that switches or reroutes calls to or from our network or the network of any supplier, without obtaining our written consent first. We may give or withhold our consent, or make our consent subject to conditions, in our discretion.
- 5.2 OCCOM takes no responsibility for any data downloaded and/or the content stored on your computer or mobile phone. 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 service.
- 5.3 We may and we can immediately suspend or cancel the service, giving you notice, if you breach clause 8.1 above. For more details please visit our website or see at <https://occom.com.au/terms/Fair-Use-Policy-OCCOM.pdf>

## 6 Service Faults and Network Maintenance

- 6.1 Mobile services are available to customers 24 hours a day, 7 days a week, but no mobile services are fault free and we cannot guarantee uninterrupted service, or the speed, performance or quality of the service at all-time.
- 6.2 There are many factors outside of our control responsible to affect Mobile services, such as the performance of third-party suppliers and equipment, Force Majeure events, electromagnetic interference, network congestion, and performance of your equipment. We accept no liability for interruptions to your Mobile service or for any resulting damage or loss suffered by you or any third party.
- 6.3 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.
- 6.4 All queries regarding faults/outages of the service must be reported to our technical support Help Desk (details available at our website). You must not direct inquire to third party service providers. We will invoice you for costs incurred by us if you engage a third party for assistance with your service.
- 6.5 You acknowledge that:
- a) the service relies on the services of suppliers for its operation, who are not controlled by us, and
  - b) we do not exercise any control over, authorise or make any warranty regarding:
    - i. your right or ability to use, access or transmit any content using the service,
    - ii. the accuracy or completeness of any content which you may use, access or transmit using the service,

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

## 7 Service fees

- 7.1 Our plans typically have periodic fees, usage charges and promotions and may have a minimum term. Our packages, plans and promotions have specific terms and conditions and may be restricted to certain customers such as new, existing or special needs.
- 7.2 All fees and charges must be paid, that are incurred in using your service.
- 7.3 Any usage that is not part of the included value for your plan will be paid for in accordance with the applicable payment arrangement set out in the mobile plan brochure for the plan you have chosen.
- 7.4 You acknowledge that before entering into the agreement you have received and understood the terms and conditions of your package, plan, applicable promotion(s) and fees and charges.
- 7.5 Plans generally have a minimum contract period and, if you cancel the service before the end of the minimum contract period or we terminate the agreement for your default before the end of the minimum contract period, you will be liable to pay to us the monthly recurring charges that would have been payable for the remainder of the minimum contract period.
- 7.6 Your plan may be varied, extended or renewed as agreed between you and us from time to time. If you do not contact us at expiration of your minimum plan term, we will assume you require your service to continue under the same terms and conditions on a rolling monthly basis until you notify us otherwise.

## 7.7 You may change a plan:

- a) if your current pricing plan allows you to change, and
- b) if you meet the eligibility criteria of the pricing plan to which you are wanting to change (for example, if you are changing from a pricing plan with lower charges to a pricing plan where there are higher charges that you meet the credit requirements of the pricing plan with higher charges), and
- c) if applicable, you agree to plan the change of plan fee or other fee which we advise is payable by you for the change of plan.

7.8 Migrating to another plan does not reduce the Minimum Contract Period or terminate the original agreement or result in a reduction of the charges payable by you to us. We may specifically agree to an early termination of a Minimum Contract Period when you change to another plan, but this is at our discretion unless specifically agreed by us in the new plan or any special offer.

7.9 Our billing process is further explained in our website or see at <https://www.occom.com.au/terms/Terms-and-Conditions.pdf> or <https://occom.com.au/support-tabs/#billing-enquiry>

## 8 Portability

- 8.1 When you place an order or request to port in an existing active number with OCCOM, you authorise OCCOM to port this number from your current service provider.
- 8.2 You must not disconnect the service you have with your current carrier or carriage service provider before you port the phone number. The number needs to be active in order to port, and once the porting is successful your previous service will automatically get disconnected.
- 8.3 You may be able to port a phone number you have obtained from another carrier or carriage service provider when you connect to the service.



- 8.4 A phone number can only be ported if you are the authorised customer. If the information provided is incorrect or doesn't match the data held by your current provider, the port request might be denied by them. In such scenario, you authorise OCCOM to correct the information and resubmit the request to port your telephone number or dispute the rejection by your current service provider.
- 8.5 No fee will be charge for porting a phone number from another carrier or carriage service provider.
- 8.6 A fee may be charged to port the phone number to another carrier or carriage service provider.
- 8.7 You can port a phone number you have obtained from us for use with the service to another carrier or carriage service provider. In order to do so, You must contact the other service provider.
- 8.8 Any value-added services cannot be ported with the phone number.
- 8.9 It's your responsibility to ensure your contractual obligations with your previous service provider are terminated after the cutover.
- 8.10 During port, withdrawal, or reversal, OCCOM is not responsible for any period of outage.
- 8.11 OCCOM is not liable for any outstanding fees or port out cost owed to your current service provider.

## **9 Complaints and dispute**

- 9.1 You may complaint in writing or by contacting OCCOM, if you have any complaints in connection with the service.

- 9.2 All complaints will be handled in accordance with the OCCOM complaint handling procedure which is available on the OCCOM's website or see at <https://www.occom.com.au/terms/Terms-and-Conditions.pdf> or, a copy of the compliant handling policy can be provided on request.
- 9.3 OCCOM will try to resolve your complaints on the first contact, however If OCCOM fails to resolve your complaint to your satisfaction, you may take other action, such as informing the Telecommunications Industry Ombudsman (telephone 1800 062 058) or the fair trading department in your state or territory.