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# STANDARD TERMS AND CONDITIONS

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General Information



OCCOM PTY LTD

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# Standard Terms & Conditions

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

## 1 The 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 ordering process 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.

## 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 13.
- 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;
  - c. Where the change is in relation to charges for making international telephone calls or roaming and, before the changes take effect, we have given you notice of the change;
  - d. 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;
  - e. 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;

- f. If the agreement is a fixed period contract and the change is adverse to you, and we provide to you not less than 21 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, Email or text message to your mobile number.
  
- 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 require;
  - c. 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.

## 5 Customer Privacy 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.
- 5.2 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.
- 5.3 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).

5.4 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.

5.5 OCCOM will provide the service to the customer with reasonable care and skill. We will use reasonable methods to detect if the service is performing on a reasonable level, including but not limited to taking speed tests remotely on the modem router.

## 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 service is provided to you on the basis that it is used only for approved purposes. You must:

- a. not 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;
- d. not use the service for commercial purposes or in any way distribute or resell the service without our written permission;
- e. obey all laws, regulations, guidelines and our reasonable instructions concerning your use of the service;
- f. give us all information and cooperation that we may need in relation to the service; and

- g. 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.
  
- 7.7 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.
  
- 7.8 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:
  - a. 'Spamming' e-mail or forwarding spammed e-mail to other Internet user's e-mail addresses'
  
  - b. being listed or causing the listing of us or our other customers on any real-time blacklist;
  
  - c. 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;
  
  - d. attempting to obtain unauthorized access to other Internet servers and systems; and
  
  - e. making misrepresentations or abusive or offensive behavior in newsgroups and other online facilities.
  
- 7.9 In any of the circumstances mentioned in 7.8, 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.

- 7.10 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.
- 7.11 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/ agencies will be notified, and offending material(s) may be passed on to them.
- 7.12 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.
- 7.13 What constitutes inappropriate use will be determined by us, at our sole discretion if we act reasonably.
- 7.14 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.

## 8 Phone Numbers

This section applies if you acquire a telephone or other service number;

- 8.1 If you do not already have a phone number for your phone for use with the service, we will issue you a phone number.
- 8.2 All phone numbers are selected, issued and used by us in accordance with ACMA's Numbering Plan and Telecommunications Numbering Plan Number Declarations (numbering regulations).
- 8.3 We may be required to recover or recover and replace a phone number we have issued to you for us to comply with the numbering regulations. We will give you as much notice as is reasonably practicable if we must do this.
- 8.4 You may request a new phone number. If we agree to issue you a new phone number, you may have to pay a charge.
- 8.5 If you need a new phone number because you have received calls of a harassing nature and you reported the matter to the relevant law enforcement agency, we will supply you with a new phone number free of charge on the first two occasions. You will have to pay a charge for any further phone number changes.
- 8.6 You do not own the phone number but your right to use the phone number starts when we issue the phone number to you.
- 8.7 Your right to use the phone number ends if you no longer obtain the service unless you port the phone number.
- 8.8 You may transfer your service number to another carrier or service provider. If you do so you acknowledge and understand that:
  - a. charges may apply because of a transfer from us to another carrier or service provider;
  - b. any outstanding fees and charges which remain are your responsibility;
  - c. the transfer may result in disconnection of any related services such as Voicemail, paging and data services, silent numbers, priority assistance or other enhanced services;

- d. it is your responsibility to ensure that any equipment or software used by you in connection with your service works with your new carrier or service provider; and
- e. if after the transfer of your service from us, you continue to use our service (for example using an override code), you agree to pay us for any fees and charges incurred for those services.

8.9 If you transfer from us prior to the expiration of the minimum term of your plan you will be liable for any outstanding fees and charges including plan payout and plan cancellation fees.

8.10 Where you transfer to us:

- a. you authorize us to sign on your behalf and in your name forms of authority to your current supplier to transfer your service number(s) to us and you authorize your current supplier to transfer to us all services relating to the service numbers transferred to us;
- b. if your current supplier charges or credits us with any amount concerning services provided before the date of transfer, we will credit or charge that amount to your account accordingly and as soon as practicable; and
- c. you indemnify us against any claims made by your current supplier to us in relation to any amounts owing by you to them.

8.11 If you stop obtaining the service and do not port the phone number, we may issue the phone number to another customer in accordance with the numbering regulations.

8.12 We are not liable to you for any expense or loss incurred by you due to:

- a. any recovery or recovery and replacement of the phone number under clause 8.4 above, or
- b. you ceasing to have the right to use the phone number under clause 8.9 above.

- 8.13 If your service is disconnected or transferred from us, you must pay us all outstanding amounts under the agreement. Once we have received payment, we will refund to you any amount(s), which we may still hold. If we are unable to refund monies owed within 12 months of your disconnection, we will retain the funds, which you agree to forfeit to us.

## 9 IP Addresses

- 9.1 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.
- 9.2 We are responsible for all DNS delegation and routing in connection with the service.

## 10 Billing and account payment

- 10.1 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.
- 10.2 Where we have agreed to issue bills, we will send to you by email notification a receipt at the beginning of billing periods unless the plan brochure stipulates otherwise. You must pay all outstanding amounts by the due date as shown on your receipt.
- 10.3 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.
- 10.4 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 when debits are made.
- 10.5 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.

- 10.6 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.
- 10.7 Accepted credit cards: Visa and Mastercard. Accounts paid with a credit card will incur a surcharge of 1.21% for Visa and Mastercard, 3.52% for Amex and Diner, \$0.44 minimum of the debited amount when we debit the card and \$0.44 per transaction for bank account.
- 10.8 You are responsible for ensuring there is enough 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 cheques incur a \$16.50 inc GST handling charge. Direct Debit rejections incur a \$6.00 inc GST charge.
- 10.9 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.
- 10.10 OCCOM will not accept Prepaid Visa/Master credit cards or gift cards.
- 10.11 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's 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.

## **11 Bank account direct debit terms**

- 11.1 If you have arranged to pay us by providing a Direct Debit Request ("Your Direct Debt Request"), this clause sets out the terms on which we accept and act to debit amounts from your account under the Direct Debit System.
- 11.2 We agree to be bound by this clause when we receive your Direct Debit Request complete with the, we need to draw an amount under it.

11.3 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.

11.4 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.

11.5 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 21 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 5 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.

11.6 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, accounts paid with a credit card will incur a surcharge of 1.21% for Visa and Mastercard, 3.52% for Amex and Diner, \$0.44 minimum of the debited amount when we debit the card and \$0.44 per transaction for bank account.
- 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 fails, 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.

## 12 Financial Hardship Policy

- 12.1 OCCOM acknowledges that there may be occasions when you encounter difficulties in meeting your financial obligations due to various circumstances, whether it is temporary or long-term.
- 12.2 In such situations, OCCOM is committed to assisting you in maintaining your access to our internet and phone services, and collaborating with you to identify a viable solution.
- 12.3 To address financial difficulties, OCCOM offers the option to establish a payment plan. If additional support is needed, OCCOM will assess your eligibility and determine the most suitable assistance based on your unique situation.
- 12.4 To arrange a payment plan or discuss other forms of assistance, please reach out to our support team at 1300 299 999. Kindly request to speak with a financial hardship assistant.
- 12.5 For a detailed overview of our financial hardship policy, please refer to our policy document at [https://occom.com.au/terms/OCCOM-Financial\\_Hardship\\_Policy.pdf](https://occom.com.au/terms/OCCOM-Financial_Hardship_Policy.pdf)
- 12.6 To obtain our Financial Hardship Application form, please visit [https://occom.com.au/terms/OCCOM-Financial\\_Hardship\\_Application.pdf](https://occom.com.au/terms/OCCOM-Financial_Hardship_Application.pdf)

## 13 Cancellation of Service

- 13.1 The Customer may cancel the Service, including prior to the service start date, at any time by giving OCCOM thirty (30) days' notice (including if the Customer does not wish to continue to use the Service after the end of the minimum term of a Fixed-Term Agreement).
- 13.2 If the Agreement is a Fixed-Term Agreement, a Customer may also cancel the Service pursuant to clause 3.
- 13.3 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.
- 13.4 If the Agreement is a non-Fixed Term Agreement, either you or OCCOM may cancel the Service at any time by giving the Customer at least thirty (30) days' notice.
- 13.5 If the Service is cancelled:
- a. the Customer is liable for any charges incurred (including the cancellation fee) up to, and including, the Cancellation Date;
  - b. the Customer authorizes OCCOM to apply any over payment on the Customer's account and/or money that the Customer has paid in advance for the Service which is being cancelled to pay for any undisputed outstanding charges (including the cancellation fee);
  - c. OCCOM will refund any over payment on the Customer's account;
  - d. if the Customer is required under the Service Description to pay for the Service by direct debit payment (either from the Customer's nominated bank or credit card account), the Customer authorizes OCCOM to debit any undisputed outstanding charges (including any cancellation fee) from the Customer's nominated bank or credit card account;

13.6 No cancellation fee shall be payable by the Customer:

- a. if it's not a Fixed-Term Agreement, provided a 30 days' notice or; or
- b. if it's a Fixed-Term Agreement that is cancelled after the expiry of the minimum term.

13.7 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 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. there is an emergency;
- c. OCCOM reasonably suspects fraud or other illegal activity by the customer or any other person in connection with the Service;
- d. any amount owing to OCCOM in respect of the Service is not paid by its due date and the Customer fails to pay that amount( suspension after five business days) in full within ten business days after OCCOM gives the Customer a notice requiring payment of that amount, unless otherwise set out in the Agreement;
- e. OCCOM reasonably consider the Customer a credit risk because the Customer has not paid amounts owing to OCCOM in respect of any service by its due date and the Customer fails to pay that amount in full within the period stated in any notice given to the Customer requiring payment of that amount;
- f. OCCOM is required to do so to comply with an order, instruction, request or notice of a regulator, an emergency services organization, any other competent authority or by authorization of or under law;

- g. you do something which we believe may damage the service network;
  - h. you are no longer approved by us under our assessment policies or otherwise to receive the service;
  - i. the Customer suffers an insolvency event and OCCOM reasonably believes OCCOM is unlikely to receive payment for amounts due;
  - j. the Service is suspended for more than fourteen days, unless otherwise set out in the Agreement;
  - k. any Intervening Event prevents the supply of the Service in accordance with the Agreement for more than fourteen days;
  - l. you vacate the premises in which you are provided the service without notifying us beforehand;
  - m. there are technical problems with the service network, or the service network requires repairs or maintenance;
  - n. we believe it is necessary to comply with our legal obligations;
  - o. we are entitled to do so under the specific terms and conditions of your plan or package;
  - p. you verbally abuse, attempt, threaten or cause harm to any staff, equipment or network infrastructure of ours or any of the service networks.
- 13.8 If the Customer can use the Service after the Cancellation Date, the Customer is liable for any charges incurred by the Customer for that use.
- 13.9 In the following additional circumstances, we may disconnect 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.

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

## 14 Suspension of Service

14.1 OCCOM may suspend the Service at any time, without liability:

- a. In any of the circumstances described in clause 13.6 or 13.9 ;
- b. If OCCOM reasonably believes that there has been an unusually high use of the Service;

14.2 OCCOM may suspend the Service if any amount owing to OCCOM is not paid by its due date, OCCOM gives you notice requiring payment of that amount and you fail to pay the amount in full within five Business Days after OCCOM gives you that notice.

14.3 A suspended service may later be cancelled for the same or different reason.

14.4 If the Service is suspended, the Customer will have to pay access fees for the Service while it is suspended.

14.5 If the Service is suspended and the suspension was not as a result of circumstances attributable to the Customer or non-OCCOM owned equipment, the Customer may be entitled on request to a refund or a rebate of any access fees for the period of suspension.

14.6 If the Service is suspended as a result of circumstances attributable to the Customer, the Customer may have to pay OCCOM a suspension fee.

14.7 If the Customer wishes to reactivate the Service at any time after suspension the Customer may make a request to OCCOM provided that if the Service is suspended as a result of circumstances attributable to the Customer and OCCOM reactivates the Service, the Customer may have to pay OCCOM a reconnection or reactivation.

## 15 Force Majeure

15.1 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;

- a. war, accident, civil commotion;
- b. Riot, military action, Sabotage, Act of terrorism, vandalism;
- c. Embargo, judicial action, labor dispute;
- d. an act of a government or a government authority;
- e. acts of God; earthquake; fire, flood, plague or another natural calamity;
- f. computer viruses, hacker attacks or failure of the internet or delay, or failure or default by any other supplier.

## 16 Liability

16.1 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.
- 16.2 We do not exclude or restrict or modify those rights, remedies or implied conditions and warranties.
- 16.3 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.
- 16.4 You must let us know as soon as you become aware or believe that you have a claim against us.
- 16.5 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
- 16.6 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.
- 16.7 Where you are two or more persons your liability will be joint and several.

## 17 Customer Service Guarantee (CSG)

- 17.1 The Customer Service Guarantee (CSG) is a guarantee that is prescribed under the Telecommunications Act 1997 and gives consumers certain rights in connection with standard telephone services. These rights include:
- a. The right to be provided with information about the CSG and the performance standards applicable under it;
  - b. The right to receive compensation if a standard telephone service is not connected within a specified timeframe;



- c. The right to receive compensation if a fault or service difficulty exists on a standard telephone service and is not rectified within a specified timeframe;
  - d. The right to receive compensation if OCCOM misses an appointment with a customer with whom OCCOM has made an appointment in connection with the standard telephone service.
  - e. The specified timeframes and the amounts of compensation vary based on the customer location, the nature of the infrastructure available at the customer site and the length of time during which default has occurred. Full detail of the compensation can be found with a search of the ACMA website (<http://www.acma.gov.au/>).
- 17.2 OCCOM Home Phone plans are supplied on the basis that you waive the CSG. The charges for OCCOM plans are typically cheaper than the charges for other plans in the market which may include the CSG but you should make your own assessment as to whether the OCCOM plans represent sufficient value for you to waive the rights given to you under the CSG.
- 17.3 If you wish to acquire an OCCOM Home Phone and Landline Rental plan in respect of which OCCOM requires that the CSG be waived, you must agree to waive the CSG and complete the CSG Waiver Form.
- 17.4 OCCOM VOIP may perhaps be a standard telephone service. It is therefore a condition of these plans that you also waive rights to the CSG.
- 17.5 If you give a CSG waiver and withdraw that waiver within 5 working days of giving it, the waiver will not be effective, and you agree that we may terminate the agreement for the supply of the OCCOM Voice Service.

## 18 Governing law

- 18.1 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.

## 19 Meaning of words

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

19.1 ACMA means the Australian Communications and Media Authority.

19.2 agreement means the agreement for the provision of the services between us comprising the items outlined in clause 1.2 of these standard terms.

19.3 air limit means a usage threshold we may impose on use of your mobile service.

19.4 service area means locations in which the service network can provide service. Information on coverage areas is available by contacting us or visiting our website.

19.5 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.

19.6 billing run means the process of producing a bill for you. Each billing run corresponds to a billing period.

19.7 carrier means a Telecommunications carrier licensed under the Telecommunications Act 1997.

19.8 contact method means mail, SMS, MMS, email or telephone.

19.9 credit assessment policies means 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.

19.10 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.

19.11 current supplier means a carrier or telecommunications service provider who supplied telecommunications to you at the time of signing the agreement.

- 19.12 customer care policies means 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.
- 19.13 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.
- 19.14 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.
- 19.15 direct debit facility means the debit account or credit/charge account nominated by you for the debiting of your fees and charges.
- 19.16 due date means the date the amount shown on your receipt is due to be paid to us. The due date is not less than 7 days after the receipt date.
- 19.17 enhanced service means 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.
- 19.18 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.
- 19.19 factsheet means detailed information made available on our website or otherwise.
- 19.20 fees and charge means fees and charges payable by you under your plan and under this agreement including any amounts of applicable GST.
- 19.21 fixed line service means the standard telephone service comprising connection to the public switched telephone network plus any other service(s) offered by us including any enhanced services.
- 19.22 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.
- 19.23 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.

- 19.24 GST Act means A New Tax System (Goods and Service Tax) Act 1999.
- 19.25 GST supply means a supply as defined in and which is subject to liability for GST under the GST Act.
- 19.26 Hardware means the Call Saver Unit or any equipment that we may provide from time to time.
- 19.27 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.
- 19.28 mobile network means the mobile network over which we supply the service.
- 19.29 mobile service means the connection to the Mobile Network plus any other services offered by us.
- 19.30 package means a grouping of services and plans, which are sold together under specific terms and conditions.
- 19.31 password 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.
- 19.32 personal information has the same meaning as defined within the Privacy Act 2000.
- 19.33 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.
- 19.34 plan brochure is any brochure or other document (including a webpage) which sets out the terms and conditions of a plan.
- 19.35 premium service means 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.

- 19.36 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.
- 19.37 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.
- 19.38 service means all 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.
- 19.39 service network means the carrier of the telecommunications services sold to you by us and includes the mobile network.
- 19.40 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.
- 19.41 tax invoice date means the date you are issued with a tax invoice containing a fee or charge.
- 19.42 third party content means products and information provided by third parties to you, which you can access through your service.
- 19.43 third party content supplier means a party that provides third party content to you through your service.
- 19.44 toll means making a voice call or SMS from your mobile service.
- 19.45 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.
- 19.46 usage record means the record of a call or data transfer provided to us by the service network.
- 19.47 user means someone who uses a service, which may or may not be the account holder.

19.48 username means the username created by you when you registered for a service.

## 20 Complaint Handling Policy

20.1 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 suggest we always appreciate your feedback.

20.2 A complaint means an expression of dissatisfaction made to us in relation to our products or the complaints handling process itself, where a response or resolution is explicitly or implicitly expected by you. Contacting OCCOM to request support or to report a service difficulty is not necessarily a complaint.

### Level 1 Customer Support

- a. OCCOM Customer Service is the level 1 customer support and main point of contact within OCCOM for questions regarding your account or for information about our services.
- b. If you are having difficulties with your Customer Service or Technical Support representative, a supervisor may be called upon to assist.
- c. Our Customer Service staff can be contacted by:
  - **Email** – [support@occom.com.au](mailto:support@occom.com.au)
  - **Phone** – 02 8005 3925
  - **Fax**- 02 9012 0328
  - **Mail** – Level 5 104 Mount Street North Sydney NSW 2060

### Making a Complaint

- a. If our Customer Service or Technical Support teams have been unable to satisfy your issue, you can request for your call to be considered a complaint.
- b. You may also make a complaint directly to Customer Relations, a specialist complaint resolutions team, by:

➤ **Email** – [escalation@occom.com.au](mailto:escalation@occom.com.au)

➤ **Fax**- 02 9012 0328

- c. You may nominate an authorized representative or advocate to liaise with us on your behalf.
- d. If you need assistance with understanding this process or lodging a complaint, please let us know. This includes consumers with a disability or those who are suffering hardship or are from a non-English speaking background.

### **What We Will Do Next**

- a. We will acknowledge a complaint immediately on the phone or within 2 business days of receiving it and provide you a reference number.
- b. Where possible, our level 1 Customer Service and Technical Support teams will resolve your complaint upon first contact.
- c. Where they have been unable to do so, our Customer Relations team will take over management of the complaint and resolve your complaint within 15 business days of receiving it, depending on the complexity of your complaint.
- d. We will let you know any reasons for delay and a specific timeframe for resolution.
- e. We will keep you updated with the status of your complaint and you may contact us either by phone or by email with your reference number to request a status update.
- f. Please note that OCCOM is unable to implement any resolution until you have accepted it.

### **Further options**

- a. You will find most matters can be handled by OCCOM's internal processes and we do ask that you first allow us the opportunity to exhaust all avenues in resolving your complaint.
- b. However, if you are not satisfied with our handling of your complaint and you have escalated this within OCCOM, you may seek complaint mediation or further assistance from the Telecommunications Industry Ombudsman (telephone 1800 062 058) or the fair trading department in your state or territory.