

This is a summary of the Standard Form of Agreement for the provision of mobile wireless connect data services (hereinafter referred to as the "Service") by M2 Telecommunications Pty Ltd, (hereafter referred to as M2) ABN 65 090 251 424. This sets out the key terms and conditions on which we will provide you with our services. This summary does not override or change the Standard Form of Agreement. A copy of the Standard Form of Agreement and Terms and Conditions specific to products offered by M2 can be obtained by contacting us on 1300 656 121 or on our website [www.m2.com.au](http://www.m2.com.au).

### PROVISION OF SERVICES

Your Service will be provided by M2.

You acknowledge that, although M2 will take all reasonable steps to make sure you receive the highest quality mobile service within our coverage areas, the mobile service is not totally free from faults or interruptions. Certain factors, such as network congestion, maintenance, geographic factors, obstructions or interference may mean you will not receive the normal high quality mobile service in certain areas at certain times. Where you send or receive information services as part of the mobile service, we do not warrant the accuracy of the information in, or the security of, those services. Provision of services is subject to our Fair Use Policy, available at [www.m2.com.au](http://www.m2.com.au) or by contacting our Customer Service team.

M2 may charge you a SIM card replacement fee if you fail to return the SIM card within 30 days from disconnection. Please inform us immediately if you lose, or damage is caused to your SIM card. We will then disconnect or bar your connection (you will be responsible for all usage charges up to this time) until the SIM card is replaced or repaired. We may charge you a SIM replacement fee unless we were at fault.

### CHARGES AND PAYMENT FOR SERVICES

Your plan fee and included usage will be applied pro rata for the first month of connection, based on the number of days from the date of connection to the end of the monthly billing cycle. M2 will usually invoice you monthly for the Services in accordance with our current charges. Unless specifically stated, all charges are net of all discounts.

M2 may offer rebates or call credits in conjunction with specific products or promotions offered to certain customers. The value of the rebate or credits will be determined in accordance with standard criteria and provided as part of the agreement of sale for the program plan.

M2 will bill you in advance for connection, service fees (where applicable), periodic charges and in arrears for usage charges. Methods of payment include Direct Debit from your nominated bank account or automatic debit of your nominated credit card (credit card payments incur additional transaction fees).

All charges must be paid on or before the Due Date. In situations where payments are received later than the Due Date, you may be charged late payment fees of \$6.60 inc GST. Charges arising from transactions that have occurred prior to the period covered in any specific billing period will be due and payable upon presentation of invoice. Some charges (e.g. international roaming) may relate to a period prior to the current billing period.

If in any product a standard rebate or credit is given and payment is made after the due date, the rebate or credit will be forfeited.

M2's records are sufficient evidence of the amount payable unless shown to be incorrect.

Current charges for services are available on request or from [www.m2.com.au](http://www.m2.com.au).

### CREDIT REPORTING / PERSONAL INFORMATION

You agree that a credit report which may contain personal information concerning you may be given to us by any Credit Reporting Agency in order to process your account application. You also authorise M2 to provide credit information to any credit provider or Credit Reporting Agency. By signing the customer application form you also agree that M2 may collect, use and disclose Personal Information about you, in accordance with the Privacy Act 1988. You can obtain a copy of M2's Privacy Policy from our website [www.m2.com.au](http://www.m2.com.au), or our Customer Service team on 1300 656 121.

### PERIOD OF AGREEMENT

Commencement of Agreement: This Agreement starts on the date this Customer Agreement is signed by you and continues until terminated.

This agreement will be in force for that term specified on your M2 Customer Agreement (if applicable).

### SUSPENSION AND TERMINATION

M2 reserves the right to suspend or terminate the provision of Services to you, where charges owing to us or any amount owing remain outstanding after 30 days, unless M2 have received written notice from you of a bona fide dispute of those charges. Either party to this Agreement may terminate the Agreement by providing not less than 30 days written notice to the other, unless a specific term of Agreement is stated in your Customer Agreement. In such cases, early termination penalties will apply in accordance with the formula described in these Terms and Conditions. M2 may terminate this agreement immediately by notice if:

- you have breached this agreement
- a liquidator or receiver or receiver and manager or any other administrator of your business or assets is appointed

If M2 provides a Service for a specified term and allows you a discount on payment or any rebate over that term and you cancel this Agreement before that term ends, M2 reserves the right to bill you for the

amount of the discount allowed to you during the elapsed period on your final bill together with any early termination charges applicable as described in these Terms and Conditions.

#### **FAULTS AND COMPLAINTS**

M2 will attend to faults and complaints with your Service during Australian Business Hours (EST). Customer Service contact numbers can be found on your bill. M2 will handle all complaints in accordance with its Complaints Handling Procedure, a copy of which will be supplied upon request.

#### **LIMITATION OF LIABILITY**

M2:

- Is not responsible for any fault which is within the network of a Supplier (Carrier)
- Will notify those responsible for the fault and request that the fault be corrected promptly
- Will report back to you as to the status of the fault
- Is not responsible for delays in the installation or repair of any Service or the incorrect operation of any Service provided by another Supplier
- M2 will bear no further liability or responsibility for consequential loss or damages.

#### **WIRELESS CONNECT PRODUCT**

1. Your application is subject to an M2 credit assessment, and acceptance.

2. Actual data speed can vary depending on your computer's configuration and capacity, the capability and load of the sites visited, which bearer you are currently using (GSM, 3G, HSDPA), the variable nature of the Internet and the amount of simultaneous usage on the Optus network. For GSM, 3G and HSDPA coverage visit [www.optus.com.au/coverage](http://www.optus.com.au/coverage). All services subject to network availability.

3. All prices quoted are GST inclusive, unless otherwise stated.

4. Data usage will be calculated as a combined total of uploads and downloads measured in Kilobytes (KB). For all purposes 1Megabyte (MB) = 1,024 Kilobytes (KB). The Wireless Connect service monitor shows approximate megabytes only. Actual megabyte usage will depend on a number of factors including which network is currently being used. If you exceed your data plan monthly included usage allowance for your Service in any billing period, an excess usage rate of \$0.15 (inc GST) per MB will apply. Unused data allowance in any month cannot be rolled into subsequent months. You are not able to view your monthly usage prior to receiving your bill. Wireless Connect plans may only be used as a data plan. This offer excludes services including Optus Zoo, Voice calls, International voice calls, Voicemail, SMS, International SMS, premium and Third Party SMS, MMS, International MMS, 1300, 1900 and other services are barred from this service.

5. The minimum total cost for 24 month contract plans is as follows: \$718.80 (\$29.95 plan), \$958.80 (\$39.95

plan), \$1438.80 (\$59.95 plan).

6. If you are on a 24 month contract and cancel the Service prior to the end of the contract period, you pay a maximum Early Termination Fee (ETF) of \$299 pro rated as follows:

Applicable ETF x No. of months remaining in contract period including the current month ÷ 24.

7. A \$50 fee is applicable if you move from your existing plan to a lower plan.

8. M2 Wireless Connect data plans are only available for use on modems supplied by M2 or compatible PC cards approved by Optus.

9. Usage charges will apply when transferring data via Optus GSM, 3G, HSDPA, or when 'MIP-enabled' is selected on the PC application (MIP-enabled allows for seamless roaming between different bearers).

10. When overseas, International Data Roaming usage charges apply as extra (for charges refer to [www.optus.com.au/international](http://www.optus.com.au/international) under 'GPRS roaming' section). Some modems are incompatible with networks in some countries. Supported countries are viewable on [www.optus.com.au/international](http://www.optus.com.au/international).

Software Requirements: You must have Microsoft Windows 2000, Windows XP (32 Bit), MS Vista or Mac OSX 10.3.5 or later operating system to connect to the service. Subject to your rights under the Trade Practices Act, M2 does not make any warranty regarding the software of data provided to you as it operates on your computer and interacts with your other applications. Acceptable Usage Policy applies - please see [www.m2.com.au](http://www.m2.com.au) or call M2 Customer Service on 1300 656 121 for details.