



## Important Customer Information: Your Rights and Obligations

Last Updated: 15 June 2021

## 1. What is this documents

This document is our Standard Form of Agreement. This means that when you buy a Service from us, this document is the contract between you and us for that Service.

## 2. Key definitions

2.1 In this Agreement:

- a. **“Agreement”** means this document and any additional documents included by reference.
- b. **“Billing Cycle Date”** means the date in each month when we will calculate your charges for the preceding month. This is typically the same day of the month as when you signed up, except if you signed up after the 28th day of the month, your Billing Cycle Date will be the 1st of each month.
- c. **“GPS Tracking Service”** means the service described in clause 19.2
- d. **“Incoming Call Filter Service”** means the service described in clause 19.3.
- e. **“KISA Handset”** means a device with a customised appearance that we provide to you for use with the Service.
- f. **“Monitoring Service”** means the service described in clause 19.5
- g. **“Optional Service”** means the GPS Tracking Service, the Reminder Service, the Monitoring Service, Incoming Call Filter Service or any other optional service that KISA introduces from time to time.
- h. **“Pivotel”** means our wholesale supplier Pivotel Communications Pty Ltd.
- i. **“Reminder Service”** means the service described in clause 19.4.
- j. **“Service”** means an individual mobile telecommunications service provided by us to you
- k. **“Service Commencement Date”** means the date on which we start providing a Service to you.
- l. **“you”** means the customer who agrees to receive a Service from us.
- m. **“we”** and **“us”** means KISA Pty Ltd ACN 166 098 264.

## 3. Starting and ending your agreement

- 3.1 The Agreement between us and you starts when we have agreed to provide a Service to you.
- 3.2 The Agreement ends when either we or you have cancelled the Service in accordance with this Agreement.
- 3.3 Unless you and we agree otherwise, there is no minimum contract term – you can decide to stop receiving the Service at any time, provided you give us 14 days advance notice.
- 3.4 If there is a minimum contract term specified as part of your agreement when you subscribe to our Service, we must provide the Service for that term and you agree to receive it for that term. If your actions result in the cancellation of the Service before the end of that term, you may be liable for early termination fees.
- 3.4 Once any minimum contract term ends, you can decide to stop receiving the Service at any time, provided you give us 14 days advance notice.

## 4. Liability

- 4.1 You must pay for all calls made using your Service, whether or not you authorise those calls. If you lose your phone, please contact us immediately so that we can cancel the SIM card connected to your Service.
- 4.2 You are liable to us if you breach this agreement for any substantial direct loss you cause to us, but not for any consequential or indirect loss.

- 4.3 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.”
- 4.4 Our Services also come with guarantees that cannot be excluded under the Australian Consumer Laws.
- 4.5 Subject to the consumer guarantees referred to above, we will not be liable to you for any loss to the extent that:
- you cause the loss (for example, because you were negligent); or
  - you fail to take reasonable steps to reduce or minimise the loss

## 5. Charges

- 5.1 The specific amount you have to pay for your Service is set out in the plan you selected when you signed up. You can request a change in your plan on your next Billing Cycle Date if you ask for the change at least 7 days before that date. Before you place your order, the costs of delivery (if any) will be as displayed to you at checkout and also on our website.
- 5.2 We may increase charges for our services by giving you 30 days advance notice.
- 5.3 Our current charges can always be found on our website at [www.kisa.com.au/support](http://www.kisa.com.au/support) In addition to call charges, all of our fees and charges are set out on that page, including fees for: you for any loss to the extent that:
- printed invoices;
  - declined payments;
  - various payment methods;
  - administrative charges if there is not sufficient notice of termination;
  - suspension and termination.
  - restocking

## 6. How we bill

- 6.1 We issue a bill once a month that includes all of your charges up to the Billing Cycle Date.
- 6.2 The bill will include charges for:
- your regular monthly fee; plus
  - charges for any usage of our Service in excess of the monthly allowance (for example, if your usage has exceeded the number of minutes included in your monthly plan); plus
  - any additional fees, such as statement printing or payment declined transactions.
- 6.3 You can view your bill by logging into your account through our website at [www.kisa.com.au](http://www.kisa.com.au). If you wish, we can send out a printed copy of each bill, but there is an additional fee for this service.

## 7. Bill payment

- 7.1 We only accept payment by credit card or direct debit from your bank account (except the initial payment for a KISA Handset or a Service which must be made by card).
- 7.2 When you sign up with us you provide a credit card number so that we can debit your credit card with the amount of each bill. Each bill will set out the amount we will charge and the approximate date the amount will be debited to your card.

## 8. Interim Charges

- 8.1 If we become aware that excess charges for your Service have reached \$100 at any stage, we will:
- try to contact you by email;
  - place an outgoing restriction on your phone – this means you will not be able to make outgoing calls (other than emergency calls);
  - remove the outgoing restriction when we have received payment for all excess charges – you can make immediate payment through your account page on our website or by contacting us by phone.
- 8.2 Our information about your excess charges may be out of date by up to 2 business days. This means that you should not only rely on us placing outgoing call restrictions to manage your spend.

## 9. Cancellation of service by you

- 9.1 Unless there is a minimum contract term, you can cancel a Service by giving us 14 days notice. If you have not told us that you are cancelling a Service, but we receive notice that you have authorised a transfer of your Service number to another provider, we will treat this as notice.
- 9.2 If you give us less than 14 days notice of cancellation, we will charge an administration fee to process the cancellation.
- 9.3 If the Billing Cycle Date occurs during your notice period, we will still issue a bill and take payment as usual, but we will refund any unused portion of your service within 30 days of service cancellation.
- 9.4 You can also cancel a Service if we breach this Agreement and do not remedy the breach within a reasonable time after you notify us of it.

## 10. Cancellation or suspension by us

- 10.1 Unless there is a minimum contract term, we may cancel your Service without giving a reason by giving you at least 30 days notice. If you bought a KISA Handset from us within 6 months before cancellation, we will credit or refund a pro-rata portion of the purchase cost to you.
- 10.2 We can also cancel a Service if you breach this Agreement and do not remedy the breach within a reasonable time after we notify you of it.
- 10.3 We can temporarily suspend your Service if:
- you breach this Agreement; or
  - your use of our suppliers' telecommunications network unreasonably impacts on the network or on other users; or
  - this is necessary for maintenance or repair.

## 11. If you do not pay

- 11.1 If we do not receive payment from you on the date indicated in your bill, we will send you an email and try to collect a payment within 7 days.
- 11.2 If you have not paid our invoice within 14 days after the due date of an invoice, we may place an outgoing restriction on your Service and charge you a suspension fee. If we still have not received full payment within 28 days of the invoice due date, we may:
- suspend your Service - This means that you will not be able to make or receive calls;
  - refer your account for debt collection.
- 11.3 If you have trouble paying your bill, please refer to the information about our financial hardship policy available on our website.

## 12. What you must not do with a Service

- 12.1 You must not re-sell or resupply the Service to any person.
- 12.2 You must not use the Service
  - a. in breach of any applicable law;
  - b. in any manner that is indecent, obscene or otherwise offensive, menacing, threatening or abusive;
  - c. in any manner that is defamatory or tortious or infringes the rights of any third party;
  - d. in a way that interferes with the use of the Services by our other customers or customers of our suppliers and network providers;

## 13. Integrated Public Number Database (“IPND”)

- 13.1 The IPND contains information which is used by Australian emergency services organisations. Information in the IPND may also be used for developing public directories.
- 13.2 The law requires that we provide your personal information to the operator of the IPND, including your telephone number, name and address. We must also update the IPND whenever your information changes.
- 13.3 By default, your number is unlisted (private), which means that it will be marked in the IPND as not being available for use in directories. If you want to change this so that your number is not private, contact us.

## 14. Assignment and novation

- 14.1 Subject always to the requirements of the Telecommunications Consumer Protection Code, we may:
  - a. assign the benefit of our contract with you;
  - b. novate our rights and obligations under our contract with you to our wholesale supplier Pivotel Communications Pty Ltd without your consent.
- 14.2 You irrevocably appoint us as your lawful attorney to execute all documents and to do all acts necessary or desirable to give effect to any such assignment or novation.
- 14.3 For the purposes of novation, you agree to the novation of your contract to Pivotel on receipt of a notice from either us or Pivotel.

## 15. About our wholesale supplier

- 15.1 You consent to:
  - a. us disclosing your details to Pivotel (or its related companies); and
  - b. Pivotel (or its related companies) using that information in order to facilitate the supply of services to you by us or by Pivotel.
- 15.2 You:
  - a. acknowledge and agree that the Service is provided by us and not Pivotel; and
  - b. acknowledge and agree that except to the extent required by law, Pivotel is not liable to you in respect of any Service; and
  - c. undertake not to make any claim against Pivotel in respect of any Service.
- 15.2 Unless we notify you otherwise, our Service is provided over the Vodafone mobile network.

## 16. About your KISA Handset

- 16.1 Your KISA Handset is customised to your requirements and contains a SIM card that can only be used with the Service.
- 16.2 You must not do any of the following:
  - a. try to dis-assemble your KISA Handset;
  - b. try to remove the SIM card from the KISA Handset or use the SIM card in another device.
- 16.3 If you return a handset to us when it is not defective, we may charge a restocking fee.

## 17. Notices

- 17.1 You must have a valid email address to receive our Service and you must tell us if your address changes.
- 17.2 We will send you notices by email to the email address you give us. We may also send you notices by post.
- 17.3 You can contact us by phone or email using the addresses given on our website.

## 18. Changes to this Agreement

- 18.1 We may make changes to this Agreement by sending you a notice about the change. If we believe that the change may adversely affect you, we will
  - a. send you a notice at least 21 days before the change takes effect; and
  - b. give you the opportunity to cancel the Service without applying early termination fees.

## 19. Optional Services

- 19.1 From time to time:
  - a. KISA may offer Optional Services as set out in this clause 19;
  - b. the fees for such Optional Services will be as set out on the Website or otherwise advised to you;
  - c. KISA may withdraw an Optional Service at any time on one month's notice, in which case any fees paid for a period after the date the Optional Service is withdrawn will be refunded on a pro-rata basis;
  - d. KISA may increase the fees for an Optional Service on one month's written notice;
  - e. you may request to purchase or stop purchasing an Optional Service on one month's notice, though KISA may in its discretion start or stop your access to an Optional Service sooner, in which case you will be charged accordingly;
  - f. KISA may offer an Optional Service on a stand-alone basis so that you can receive an Optional Service even if you no longer have a mobile Service with us.
- 19.2 GPS Tracking Service
  - a. If you decide to receive this Optional Service, your KISA Handset will periodically send its location to us;
  - b. We store the location information sent by your KISA Handset and enable you to securely access this location information through the KISA Website or through the MyKISA mobile app
  - c. The KISA Handset is not always able to identify and/or send its location, depending on a number of factors including radio interference, location of the handset, adverse weather conditions. The KISA Handset does not send its location when it is switched off, unable to access a cellular data network, or out of power.
  - d. We reserve the right to periodically delete old location information from our servers. You may also request us to delete location information from our servers by contacting us.

### 19.3 Incoming Call Filter Service

- a. If you decide to receive this Optional Service, you can configure your KISA Handset to either:
  - reject all calls except for a list of approved numbers (**Permitted List**); or
  - accept all calls except for a list of blocked numbers (**Blocked List**).
- b. If you choose to use a Permitted List, all numbers that are not on the Permitted List, including private numbers where the calling service cannot be identified, will be rejected by your KISA Handset;
- c. If you choose to use a Blocked List, all numbers that are on the Blocked List, and private numbers where the calling service cannot be identified, will be rejected by your KISA Handset;
- d. You acknowledge that:
  - a caller on the Blocked List may be able to place a call by using a different phone number;
  - if you use this service, it is possible that legitimate calls, including calls in an emergency, may not be able to be connected to the KISA Handset;
  - this Optional Service relies on caller identification provided in connection with an incoming call and it is possible that the caller identification provided is not accurate (“spoofed”) or malfunctions for some other reason; and
  - regardless of the use of a Permitted List, KISA reserves the right to place certain calls to the KISA Handset, including for the purpose of providing KISA’s services to the KISA Handset.
- e. You can enable and disable this Optional Service, and maintain the Permitted List or the Blocked List, through our Website. Any changes you make are not implemented instantly - any changes will only come into effect once the KISA Handset is switched on and connected to a cellular data network.

### 19.4 Reminder Service

- a. If you decide to receive this Optional Service, you can request KISA to call the KISA Service number at a scheduled time (Reminder Call) with a computer-generated message or with a message you have recorded.
- b. We will place the Reminder Call at the scheduled time, but it is possible that the Reminder Call will not be placed successfully. This can happen because the KISA Handset is switched off, out of network reception, telecommunications network congestion or failure, or other technical failures. For this reason, this Optional Service should not be used or relied on as the sole method of contacting the user of the KISA Handset.
- c. You acknowledge that Reminder Calls are not monitored, so anything said by the recipient of a Call is not heard or recorded.
- d. KISA reserves the right to place limits on the number of Reminder Calls that can be scheduled per day or to charge additional fees when limits are exceeded, as set out on our Website.
- e. You must not use the Reminder Service to offend or harass any person. KISA reserves the right to review all messages and to suspend or terminate access to the Reminder Service if, in KISA’s discretion, KISA considers that the Reminder Service is not being used appropriately.

### 19.4 Monitoring Service

- a. If you decide to receive this Optional Service, your KISA Handset can be used to contact KISA in the event of an emergency.
- b. The Monitoring Service is not a replacement for contacting emergency services directly using 000.
- c. KISA will arrange for a contact centre to operate at all times to answer calls placed to the Monitoring Service. The contact centre has trained operators who will respond to the call, speak with the user to identify the emergency and contact emergency service providers or nominated emergency contacts as appropriate.
- d. The Monitoring Service is subject to specific terms and conditions which apply to this service. These terms and conditions must be accepted separately before the Monitoring Service is provided by KISA.

## 20. NDIS Packages - specific terms

- 20.1 KISA may offer a plan (NDIS Package) that is specific to participants in the National Disability Insurance Scheme (NDIS). The terms and conditions in this clause 20 apply to all NDIS Packages and take priority over any other clause if there is any inconsistency.
- 20.2 Your NDIS Package is billed annually in advance. At least 14 days before the end of the term of your NDIS Package, we will send you an invoice for the next term. If we have a valid payment on file, we will apply that payment method on the anniversary of commencement to renew your NDIS Package for an additional 12-month.
- 20.3 If you wish to cancel your NDIS Package, please contact us and let us know. We will refund service fees (but not device fees) on a pro-rated basis, using the same payment method as you used to purchase the NDIS Package. This means that, if the NDIS Package was paid through the National Disability Insurance Agency (NDIA), or your NDIS plan manager, the refund will also be paid to that organisation. If you paid for your NDIS Package privately, we will pay the refund to you but also inform NDIA that the NDIS Package has been cancelled and refunded.
- 20.4 It is usual that the customer who orders the NDIS Package is not the NDIS participant who uses our services. It is important that customer details are kept updated and, in particular, if the customer no longer cares for the NDIS participant, any new carer's details are provided to us promptly. The customer remains responsible for the use of our services.

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