

Important Customer Information: Your Rights and Obligations

1. What is this document?

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 document 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) **"KISA Handset"** means a device with a customised appearance that we provide to you for use with the Service.
- (d) **"Pivotel"** means our wholesale supplier Pivotel Communications Pty Ltd.
- (e) **"Service"** means an individual mobile telecommunications service provided by us to you
- (f) **"Service Commencement Date"** means the date on which we start providing a Service to you.
- (g) **"you"** means the customer who agrees to receive a Service from us.
- (h) **"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 cancellation of the Service before the end of that term, you may be liable for early termination fees.
- 3.5. 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:
 - (a) you cause the loss (for example, because you were negligent); or
 - (b) 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.
- 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 In addition to call charges, all of our fees and charges are set out on that page, including fees for:
 - (a) printed invoices;
 - (b) declined payments;
 - (c) various payment methods;
 - (d) administrative charges if there is not sufficient notice of termination;
 - (e) suspension and termination.
 - (f) 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:
 - (a) your regular monthly fee; plus
 - (b) 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
 - (c) 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. 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:
 - (a) try to contact you by email;
 - (b) place an outgoing restriction on your phone – this means you will not be able to make outgoing calls (other than emergency calls);
 - (c) 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:
 - (a) you breach this Agreement; or
 - (b) your use of our suppliers' telecommunications network unreasonably impacts on the network or on other users; or
 - (c) 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 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:
 - (a) suspend your Service - This means that you will not be able to make or receive calls;
 - (b) refer your account for debt collection.
- 11.3. If you have trouble paying a bill, please refer to 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. Assignment and novation

- 13.1. Subject always to the requirements of the Telecommunications Consumer Protection Code, we may:
 - (a) assign the benefit of our contract with you; and
 - (b) novate our rights and obligations under our contract with you to our wholesale supplier Pivotel Communications Pty Ltd without your consent.
- 13.2. 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.
- 13.3. 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.

14. About our wholesale supplier

- 14.1. 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.
- 14.2. 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.
- 14.3. Unless we notify you otherwise, our Service is provided over the Vodafone mobile network.

15. About your KISA Handset

- 15.1. Your KISA Handset is customised to your requirements and contains a SIM card that can only be used with the Service.
- 15.2. 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.
- 15.3. If you return a handset to us when it is not defective, we may charge a restocking fee.

16. Notices

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

17. Changes to this Agreement

- 17.1. 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.