

SFOA – Soul Pre-Paid



Soul Pre-paid Mobile GSM Standard Form of Agreement

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Contents

1	TERMS SPECIFIC TO SOUL PRE-PAID	4
1.1	Soul Pre-paid Standard Form of Agreement	4
1.2	Termination of the Agreement	4
2	THE SERVICE	5
2.1	Service Description	5
2.2	Provision of Services	5
2.3	Mobile Service Number (MSN)	6
2.4	Your Use of the Service	6
2.5	Accessing the Service	7
2.6	Mobile Services: Value Added Services	7
2.7	Third Party Services	8
2.8	Premium Services	9
3	SUSPENDING AND DISCONNECTING	10
3.1	Suspending the Service	10
3.2	Disconnecting the Service	10
4	PORTING YOUR MOBILE SERVICE NUMBER (MSN)	12
4.1	MSN Porting to Soul	12
4.2	MSN Porting from Soul	13
5	PERSONAL INFORMATION	14
5.1	Personal Information	14
5.2	Identification	15
5.3	Confidentiality	15
6	EQUIPMENT	16
6.1	SIM Cards	16
6.2	Lost or Stolen Phone and/or SIM Cards	16
6.3	Mobile Phones	17
6.4	Network Locking	17
6.5	Equipment Delivery and Returns	17
7	NETWORK INFORMATION	19
7.1	Quality of Service	19
7.2	Fault Reporting and Fixing	19
8	BILLING, FEES AND CHARGES	20
8.1	Billing	20
8.2	Free Calls	20
8.3	Service and Call Plan Charges	20
9	RECHARGING AND CALL CREDIT BALANCE INFORMATION	22

SFOA – Soul Pre-Paid



9.1	Call Credits and Call Credit Balance.....	22
9.2	Recharging.....	22
9.3	The Recharge Window	23
10	CUSTOMER CARE.....	24
10.1	Customer Care.....	24
11	LIABILITIES.....	25
11.1	Limitation of Liability.....	25
11.2	Force Majeure	25
11.3	Assignment.....	26
11.4	Your Acknowledgements and Obligations.....	26
12	GENERAL.....	28
12.1	General.....	28
12.2	Terms.....	28
13	APPENDICES.....	31
13.1	Appendix 1 - Information and Identification Required for Soul Pre-paid Services.....	31
14	DOCUMENT INFORMATION	33
14.1	Summary Information.....	33
14.2	Revision History	33
14.3	Change Details.....	33

SFOA – Soul Pre-Paid



1 Terms Specific to Soul Pre-paid

1.1 Soul Pre-paid Standard Form of Agreement

1.1.1 Soul Communications Pty Ltd (Soul) will provide you with a Pre-paid mobile telecommunication Service and associated Services on the terms of this Agreement.

1.1.2 The Agreement begins when you purchase and are provided with a Soul Pre-paid product, or you migrate from a Soul post-paid mobile service to a Soul Pre-paid product.

1.1.3 Soul may vary the terms of this Agreement at any time in writing. To the extent required by applicable laws or determinations made by the ACMA or under this Agreement, we will give the requisite period of notice of any such variation. We may do this in writing, by email or by SMS.

1.2 Termination of the Agreement

1.2.1 Soul may terminate this Agreement immediately by notice to you if you have breached a material clause of this Agreement.

1.2.2 Either of us may terminate this Agreement. Except where a termination follows a disconnection in accordance with section 3.2.1, if we terminate the Service, we will do so by giving you 90 days' written notice.

1.2.3 We may terminate this agreement if, after your Call Credit Balance falls to zero, you do not Recharge within the Recharge Window.

1.2.4 You remain liable for all charges payable under this Agreement in respect of Services up to the time of termination.

1.2.5 If you are an individual, in the event of your death, Soul reserves the right to terminate this Agreement without notice as soon as Soul becomes aware of your death. Your estate must pay all outstanding charges under this Agreement.

1.2.6 If you terminate this Agreement, Soul will retain and you will forfeit any Call Credits remaining in your Call Credit Balance at the time of termination.

1.2.7 Termination is without prejudice to the rights and obligations of the parties, which have accrued prior to termination.

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2 The Service

2.1 Service Description

2.1.1 The Soul Pre-paid service (the Service) allows you to:

- a. Make and receive voice calls, and
- b. Send and receive content to your mobile phone for your own personal or business use.

2.1.2 The Service can be used to make voice calls from your mobile phone to:

- a. Any other mobile phone connected to any mobile telecommunications network in Australia;
- b. Any fixed line phone connected to any fixed line telecommunications network in Australia;
- c. International telephone numbers;
- d. 13, 1300 and 1800 numbers and other Australian telephone numbers specified on our website from time to time; and
- e. Other numbers listed in the Standard Pricing Table Appendix 2.

2.1.3 The Service can be used to access other services, including but not limited to SMS, MMS and some Optus Zoo services.

2.1.4 International Roaming is available from the Service subject to our normal rules of agreement. (Pre-paid roaming options are limited, please visit our website for information.)

2.1.5 The following restrictions apply to the use of the Service:

- a. Other services set out on the Soul website from time to time may not be supported;
- b. The Service does not support paging or faxing services;
- c. Calls made using 0015 or 0019 to international destinations are restricted.

2.1.6 The Service cannot be used to call other special numbers as determined by Soul.

2.2 Provision of Services

2.2.1 Soul will provide the Service using our facilities and services and/or those of other suppliers.

2.2.2 We aim to ensure the Service is activated promptly, however many of the tasks involved are outside of our control and therefore we take no responsibility for and cannot guarantee the timing of provisioning which includes:

- a. Registration (activation) and disconnection of the Service;
- b. Activation and disconnection of an Optional Service;
- c. Placing and removing of bars and suspensions;
- d. Swapping or changing mobile service numbers;
- e. The blocking of mobile phones ("IMEI Blocking").

2.2.3 To the extent permitted by law, Soul may change a supplier (including but not limited to the Network) used in the supply of the Service, its products or its charges from time to time. Where the changes to be made by Soul are likely to be detrimental, we will provide you with not less than 30 days' notice of the changes.

2.2.4 Soul will provide the Services on the Network for use with your mobile phone and SIM cards encoded with information used to access the Service.

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2.2.5 Subject to approval, you may have a maximum of 5 services.

2.2.6 Soul may vary the Service if reasonably required for technical, operational or commercial reasons.

2.3 Mobile Service Number (MSN)

2.3.1 You do not own the mobile service number (MSN) allocated to you and your right to use the MSN ends when you are disconnected from the service, unless you port the number to another provider.

2.3.2 Unless you port your MSN from another carrier, Soul will select the MSN to be associated with your SIM card subject to the ACMA's Numbering Regulations.

2.3.3 If your access to the Service is cancelled, disconnected or terminated for any reason, your right to use the MSN ceases.

2.3.4 Soul is not liable to you for any expenses or losses incurred by you or your business due to:

- a. Any variation of the MSN assigned under section 2.3.1; or
- b. Cessation of your rights of use in respect of your MSN pursuant to section 2.3.2.

2.3.5 To comply with the Numbering Regulations, Soul may need to withdraw or alter the MSN allocated to you.

2.3.6 Except as set out in section 2.3.7, if, for any reason, you require a new MSN, you may purchase a new Soul Pre-paid SIM Pack. In this instance, any Call Credits on the original MSN will be forfeited.

2.3.7 If you have received calls of a harassing nature and reported the matter to the police, you may request a new MSN. Soul may, at its discretion, issue a new MSN to you free of charge on the first two occasions. Thereafter, you may purchase a new Soul Pre-paid SIM Pack. In this instance, any Call Credits on the original MSN will be forfeited.

2.4 Your Use of the Service

2.4.1 In using the Service, you must comply with all laws, all directions of a regulator and reasonable directions of Soul.

2.4.2 The Service is provided to you on the basis that it is used for approved purposes. In particular you must not:

- a. Use the Service in any manner involving illegal, malicious, deceptive or misleading activity;
- b. Breach any standards, content requirements or codes set out by any relevant authority or industry body;
- c. Use the Service in any way that interferes with the operations of the service Network, anyone else's enjoyment of their service or which upsets or offends any person;
- d. Break any law or to infringe another person's rights;
- e. Expose Soul to liability;
- f. Use the Service in any way that may damage, interfere with or interrupt the Service, or any telecommunications network, equipment, or facilities, or cabling controlled by a supplier to supply the Services;
- g. Transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing or unwanted, or in breach of copyright or any obligations of confidentiality or otherwise in breach of any law.

2.4.3 When using the Service you must:

- a. Obey all laws, regulations, guidelines and our reasonable instructions concerning your use of the Service;
- b. Give us all information and cooperation that we may need in relation to the Service.

2.4.4 The determination of what constitutes inappropriate use is at the sole discretion of Soul.

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2.4.5 You acknowledge that Soul may be required by law to intercept communications over the Service and may also monitor your usage of the Service.

2.4.6 Soul may ask you to cease performing acts if we reasonably believe it is contrary to section 2.4.2. You must immediately comply with any such request. If you do not, then we may take any steps reasonably necessary to ensure compliance with section 2.4.2 or the request, including suspending or disconnecting your Service.

2.4.7 You are wholly responsible for the security and use of your mobile phone and SIM card. This includes the use of Services that incorporate new technologies such as SMS, MMS, GPRS and other Value Added Services offered by Soul for use on your phone.

2.4.7 The Fair Go Policy applies to your use of the service. The policy applies in circumstances where there is excessive, unreasonable or unacceptable use of free time or flat charges on calls or certain value added service features. If there is excessive, unreasonable or acceptable use of the service we may ask you to vary your use and may charge you additional fees, suspend or cancel the service or your access to free time or flat charges on calls or to the Optional Services.

2.5 Accessing the Service

2.5.1 To obtain the Service, you will need to apply for a Soul Pre-paid SIM Pack or Starter Kit or migrate from a post-paid mobile service.

2.5.2 You acknowledge and agree that Soul may subject the information that you submit with your order to a verification check.

3.5.3 If purchasing via our website or Sales Line and your order is accepted, your Soul Pre -paid SIM Pack or Starter Kit will be dispatched to you. Your order will be delivered to the delivery address you specify in your order.

2.5.4 Once you have migrated to Soul Pre-paid from a post-paid mobile service, or received your Soul Pre-paid SIM Pack or Starter Kit, you will need to register the Service and select any Optional Services, if applicable.

2.5.5 You may only port your existing MSN to Soul during ACIF standard hours of operation. These hours of operation are available on our website.

2.5.6 The SIM card is ready to use once you have registered the Service by calling our Customer Care number on 555 from your mobile phone.

2.5.7 You may Recharge by following the process outlined in section 9.

2.6 Mobile Services: Value Added Services

2.6.1 Value Added Services means:

- a. Services included in your basic service; and
- b. Optional Services that may be added to your basic service.

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2.6.2 The Service may have one or more Value Added Services, some of which you may need to select when applying for or registering the Service. Value Added Services may include, but are not limited to:

- a. Caller ID;
- b. Voicemail;
- c. SMS;
- d. Call Hold, Call Waiting;
- e. MMS;
- f. WAP GPRS; and
- g. International Direct Dialling (IDD).

2.6.3 Soul will provide the Optional Services you request provided the Optional Service is available on your call plan, SIM card and mobile phone).

2.6.4 When providing WAP the following conditions apply:

- a. Soul does not represent, warrant or guarantee the extent to which a WAP GPRS compatible mobile phone will be able to access information on the Internet or elsewhere.
- b. Your ability to access, use and download information will depend on the features and functionality of your phone and the nature and quality of the information being accessed.
- c. You acknowledge and agree that WAP GPRS may be subject to congestion, delays and/or loss of transmitted data.
- d. Soul reserves the right to withdraw access to WAP GPRS or any component of it at any time without notice.
- e. You acknowledge and agree that the WAP GPRS coverage area may be smaller than the coverage area for other mobile services.
- f. You agree that the following terms and conditions apply to your use of WAP GPRS:
 - You are responsible for all equipment and software necessary to use WAP GPRS as well as for the security and integrity of any information you transmit or receive;
 - You use WAP GPRS accepting full risk and responsibility in doing so;
 - You acknowledge that Soul does not check and is not obligated to monitor the content of information or material available from WAP GPRS or the Internet and that soul is not liable for loss and damage suffered by you or any other person as a result of using information or material obtained using WAP GPRS or the Internet, including but not limited to, loss or damage caused by a virus; and
 - You will not use WAP GPRS for any activities that breach any laws, standards or codes or infringe a third party's rights, or breach any statements, content requirements or codes promulgated by any relevant authority including activities that require Soul to take remedial action under any applicable industry code or in a way that interferes with other users or defames, harasses or menaces or restricts or inhibits any other user from using or enjoying the services or the Internet.
- g. You must comply with all conditions imposed by a content provider when accessing content using WAP GPRS.

2.7 Third Party Services

2.7.1 Third Party Services (also known as Content Services) are services provided by suppliers other than Soul. Third Party Services may include, but are not limited to: picture, ringtone and game downloads, psychic lines, weather and sport updates.

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2.7.2 When accessing Third Party Services, you agree and acknowledge that:

- a. These services are not supplied or controlled by us;
- b. We do not exercise any control over, authorise or make any warranty regarding:
 - Your right or ability to use, access or transmit any content;
 - The accuracy or completeness of any content that you may use, access or transmit;
 - The consequences of you using, accessing or transmitting any content, including without limitation any virus or other harmful software, and
 - Any charges that a Third Party may impose on you in connection with your use of their service.
- c. Third Party Services are considered Premium Services. Please see the Premium Services section 2.8 for details.

2.8 Premium Services

2.8.1 Premium Services are phone calls to content services, information services, International dialling and numbers with an international prefix, 190X and 0055 numbers and include picture and ringtone download services, psychic lines, weather services, voting lines for TV shows and competition lines.

2.8.2 Costs of using Premium Services vary depending on the particular service and may include subscription fees, call connection or set up fees charged by the carriage service provider. Costs for these services depend on the product or service and should be provided at point of sale by the provider.

2.8.3 You are responsible for all costs incurred accessing Premium Services from your service. Use of your Service is your responsibility.

2.8.4 Always check the cost of a Premium Service before making a call to, or accessing a service. If the service is timed, note how long you stay on the call.

2.8.5 If you don't want access to Premium Services, including the ability to dial overseas, please call us and request the Premium Service is restricted on your Service. If you restrict access to Premium Services, some other Value Added Services we offer may not be available to you.

2.8.6 You can restrict access to premium services by using the Fixed Dialling feature on your mobile phone limiting the numbers that can be called. Please refer to your mobile phone user manual for specific details on using this feature.

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3 Suspending and Disconnecting

3.1 Suspending the Service

- a. 3.1.1 We may suspend your Service without notice or liability where: There are technical problems with the service Network or the service Network requires repairs or maintenance (although Soul will procure resumption of the Service as soon as reasonably practicable);
 - b. An authority such as the ACMA or enforcement agency instructs us to do so.
- 3.1.2 A Service under suspension is not able to make calls (other than to Emergency Services) or send SMS.
- 3.1.3 A Service under suspension can only contact Emergency Services by dialling 112 (rather than 000).
- 3.1.4 At your request we may suspend your Service in the case of a lost or stolen mobile phone or SIM card. Soul will attempt to do this within a reasonable period and you will be required to undergo an ID check before the suspension is activated.

3.2 Disconnecting the Service

- 3.2.1 Soul may disconnect your Service without notice where:
- a. You do something which we believe may damage the service Network;
 - b. An authority such as the ACMA or enforcement agency instructs us to do so;
 - c. Soul believes that you have used your Service to commit unauthorised, criminal or unlawful activity;
 - d. Soul believes it is necessary to comply with our legal obligations;
 - e. You fail to comply with any of these terms and conditions until the breach (if capable of remedy) is remedied;
 - f. You do, or allow to be done, anything which in Soul's reasonable opinion may have the effect of jeopardising the operation or quality of the Service or causes interference with the Network;
 - g. You inform Soul that you have lost or damaged your SIM card;
 - h. You do not provide Soul with the required information under this Agreement;
 - i. Soul suspects on reasonable grounds that its record of information about you contains incorrect information;
 - j. You do not provide Soul with the required information under this Agreement;
 - k. Soul is required to do so by law or a regulator requires Soul to do so; or
 - l. It is reasonably required in the event of an emergency.

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3.2.2 Soul can permanently disconnect you from the Network if:

- a. After your Call Credit Balance falls to zero, you do not Recharge within the Recharge Window;
- b. You use the Service in a manner that is in breach of section 2.4;
- c. You have not done what you have promised Soul you would do, even after Soul has given you seven extra days to do so;
- d. Soul has an incomplete record of information about you and you fail to provide Soul with the relevant details upon request;
- e. You do anything that Soul believes may damage the Network;
- f. Soul believes that you have used the Services to commit unauthorised, criminal or unlawful activities;
- g. A criminal law enforcement agency asks Soul to disconnect you because it has a suspicion on reasonable grounds that you have used, or are likely to use, the Service to engage in criminal conduct;
- h. It is reasonably necessary to enforce the criminal laws or laws imposing pecuniary penalties, protect the public revenue or safeguard national security;
- i. A regulator requires Soul to do so; or
- j. Soul reasonably believes the use of your mobile phone or equipment to infringe on the Intellectual Property Rights of a third party.

3.2.3 When disconnected from the Network:

- a. You no longer have the right to use your mobile service number and Soul is unable to return it to you;
- b. This Agreement immediately terminates and you forfeit any remaining Call Credits.

3.2.4 Without limiting any other rights of Soul under this Agreement, Soul may cancel the Service by 90 days' notice published in at least one major daily newspaper in each capital city in Australia. All Call Credits unused at the Service cancellation date will be forfeited.

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4 Porting your Mobile Service Number (MSN)

4.1 MSN Porting to Soul

4.1.1 You may port a mobile number to us from any service provider. Should you wish to do so, contact us to initiate the port.

4.1.2 You do not need to contact your existing service provider if you wish to port, however, cancellation of existing service contracts/plans may incur administration fees from your current provider.

4.1.3 If in providing the Service to you, Soul need to change your arrangements with your current supplier, then Soul will do so in accordance with this section.

4.1.4 If you want to transfer your existing mobile service number to us, you are required to notify us of your intention to port when ordering your Soul Pre-paid SIM Pack or Starter Kit or when you activate the SIM card.

4.1.5 Porting will take place in accordance with the Australian Communications Industry Forum (ACIF) industry code Mobile Number Portability ACIF C570 June 2001 (MNP Code).

You acknowledge and agree that:

- a. If you port your MSN to Soul, only the number is transferred. No additional or Value Added Services are ported with your MSN which may result in the loss of (or the loss of access to) these services from your current supplier. Additional or Value Added Services may include, but are not limited to: Voicemail, SMS, paging or facsimile services; however, some of these services may instead be provided by Soul.
- b. Your current supplier may or may not disconnect your existing mobile service and Value Added Services and porting your MSN may result in finalisation of your account for those services.
- c. We are unable to provide credits for mobile service numbers ported to us where outstanding contracts exist with prior providers. In the event that you transfer to 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.
- d. We will endeavour to process port requests at the time requested by you, however we are unable to guarantee a cut over time and have no liability to you for any delays in porting. The requested cut over date should not be more than 30 days from the date of making the request to port your MSN.
- e. You are responsible for any charges imposed by your current supplier in relation to unsuccessful or rejected port requests due to: insufficient or incorrect information provided to Soul; concurrent competing porting requests in relation to your MSN; or your termination of the service with your current supplier before Soul transfers your MSN on your nominated port cut over date.
- f. You are responsible for ensuring that your current mobile phone is GSM compatible. You may need to purchase a new GSM compatible mobile phone if you are porting from any other mobile service platform such as:
 - CDMA
 - Satellite
 - 3G
- g. You are responsible for ensuring that your mobile phone does not have Network Locking applied by your existing supplier. You may need to have any SIM Security or Network Locking removed from your mobile phone by your current supplier, have your phone re-programmed prior to porting or purchase a new phone.

4.1.6 If Soul has agreed to provide you with some free credit for porting your number to Soul, Soul has the right not to activate the Soul SIM card until the port is completed.

4.1.7 When porting a number, Soul has the right to withhold any free credit until the port is completed and the account has been Recharged.

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4.2 MSN Porting from Soul

4.2.1 If you are considering porting your MSN to another supplier, you can call Soul's Customer Care number to find out about the range of offers available to our loyal customers.

4.2.2 If you port your MSN to another supplier, then:

- a. Provision of Services cease and this Agreement terminates.
- b. You forfeit any remaining Call Credits.

4.2.3 To withdraw your request to port your number, call us for assistance. If the port request has already been sent and accepted, it may be too late to be withdrawn.

4.2.4 If you port your MSN to another supplier, only the MSN is ported. Value Added Services cannot be ported with your mobile number.

4.2.5 You may only port an MSN for which you are the authorised customer.

4.2.6 If you believe a port took place without your consent, you may request a port reversal by calling us for assistance.

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5 Personal Information

5.1 Personal Information

5.1.1 In compliance with the ACIF Determination – Telecommunications (Service Provider – Identity checks for Pre-paid services), Soul must collect information about you and/or your business.

5.1.2 You acknowledge and agree that:

- a. Soul may collect your personal information from you or from a credit provider or credit-reporting agency (subject to the requirements of Part IIIA of the Privacy Act). The ACMA requires us to collect certain identifying information about you before you can be connected to the Network. If Soul does not collect your personal information, we may not be able to provide the Service to you.
- b. Soul may use your personal information:
 - To provide the Service to you (including the investigation or resolution of disputes relating to any Services provided to you);
 - To provide information to you about other goods or services which Soul or any of our related partners and associates (such as telecommunication entities, providers of products or services which are related to the services, distributors, outlets, media entities, event organisers, equipment suppliers and the suppliers of any other product or service with whom Soul has engaged in a joint initiative) may offer to you; and
 - As otherwise authorised or required by law.

5.1.3 Soul may disclose your personal information to:

- a. Partners and associates (such as telecommunication entities, providers of products or services which are related to the services, distributors, outlets, media entities, event organisers, equipment suppliers and the suppliers of any other product or service with whom Soul has engaged in a joint initiative) so that they can provide information to you about goods and services they offer;
- b. Other suppliers for the purpose of enabling us to provide the Service to you (including the investigation and resolution of disputes or complaints concerning the provision of the Service);
- c. Regulators, government agencies or individuals appointed by a government responsible for the investigation and resolution of disputes or complaints concerning your use of the Service, for the purpose of enabling investigation and resolution of those disputes or complaints;
- d. Other entities with whom Soul have established or will establish an affinity program to enable you to participate in the affinity program;
- e. Other entities who provide services to Soul related to the provision of the Service to you, including SMS, a mail house, resellers (or contractors engaged by resellers), to enable them to provide those services to us or administer payment arrangements in connection with those services; and
- f. As otherwise authorised or required by law.

5.1.4 Soul will provide you with access to your personal information upon request in accordance with our Privacy Policy. You may be obliged to pay an administration fee as set out in the Call Plan Brochure.

5.1.5 Calling Line Identification will be automatically activated on commencement of the Service. If you do not want your number displayed, it is your responsibility to deactivate this functionality on your mobile phone or call our Customer Care number.

SFOA – Soul Pre-Paid



5.2 Identification

5.2.1 You acknowledge that Soul and other suppliers of Pre-paid GSM services are required to ask customers for evidence of their identity and that:

- a. Soul can refuse to supply you the Service if the required evidence is not provided; and
- b. Soul may subsequently require you to produce additional proof of identity including your name and address, and that we may suspend the Service until that evidence is provided.

5.2.2 You must provide Soul with 30 points of identification when applying for the Service, or 40 points of identification if the application is for 5 or more Services.

5.2.3 Identification points are separated into 2 categories, A and B. If you are applying for:

- a. 1 Service, you must provide us with either 1 category A, or 2 category B documents.
- b. 5 or more Services, you must provide us with at least 2 category A documents, or at least 1 category A and 2 category B documents.

Please refer to Appendix 1 Information and Identification Required for Soul Pre-paid Services for category A and B details.

5.2.4 You must provide Soul with any change in your residential address and other customer details provided to Soul within 14 days of any change by calling our Customer Care number.

5.3 Confidentiality

5.3.1 Soul or the supplier retains all Intellectual Property Rights in any information relating to the Service, the design or operation of the Network and other technical information relating to the provision of the Service.

SFOA – Soul Pre-Paid



6 Equipment

6.1 SIM Cards

6.1.1 The SIM card remains the property of Soul. You must keep the SIM card safe and in good condition; notify us immediately if it is lost or damaged, and return it to us if requested to do so.

6.1.2 You will be liable for the charges incurred through the use of the Service supplied in relation to your SIM card. This includes the charges incurred through the use of the Service where your SIM card has been lost, damaged or stolen (whether activated or not) prior to Soul being notified of the loss or theft.

6.1.3 A SIM replacement fee is applicable if you have lost or damaged your SIM card.

6.1.4 Soul will replace a faulty SIM card free of charge. Return the faulty SIM card to:

Soul Contracts Pty Ltd
PO Box 9861
PERTH WA
WA 6000

6.1.5 Soul has the right to refuse the provision of 2 or more SIM cards to you in your name or an associate's name.

6.1.6 Upon cancellation of the Service for any reason, you must promptly return the SIM card to Soul.

6.2 Lost or Stolen Phone and/or SIM Cards

6.2.1 The Soul IMEI Blocking service allows you to block your mobile phone on the Network and on other Australian GSM networks if your phone is lost or stolen.

6.2.2 You may block your mobile phone by calling our Customer Care number and requesting IMEI Blocking. This will prevent your phone being used on the Network. Soul will attempt to do this within a reasonable period and you will be required to undergo an ID check before IMEI Blocking is activated.

6.2.3 If Soul blocks or unblocks your phone on the Network; this will be communicated to the other Australian national carriers to put into effect on their networks.

6.2.4 If your phone is found or returned, you must call Soul on our Customer Care number to request unblocking. Soul will try to do this within a reasonable period.

6.2.5 If you need to call emergency services while your phone is IMEI Blocked, please dial 112 rather than 000. Provided you are within coverage of any network, this will ensure that your call gets through to emergency services.

6.2.6 If you obtain a phone that is lost or stolen, or obtain the services or a phone under false pretences, Soul may block your phone on the Network without your consent, even if you are not aware it is stolen.

6.2.7 Soul is not responsible for any lost or stolen SIM cards. You will be responsible for the charges for all services used by any other person using your lost or stolen SIM card.

6.2.8 If your SIM card is lost or stolen, you may call Soul on our Customer Care number to request that your SIM card be blocked. This will prevent unauthorised calls being made and charged to your Service.

6.2.9 If your SIM card is lost or stolen and you notify Soul, the SIM card will be cancelled. Soul may, at its discretion, replace the SIM card and may charge a replacement fee as specified in the Call Plan Brochure. Any remaining Call Credits on a lost or stolen SIM card may be transferred to the replacement SIM card.

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6.3 Mobile Phones

6.3.1 You are responsible for the maintenance of your mobile phone. If your phone appears to be faulty or interferes with the Service, you must, if requested to do so by Soul:

- a. Provide your mobile phone for Soul to inspect; and/or
- b. Cease using that phone until the problem has been corrected.

6.3.2 Soul will have no liability to you in relation to your phone, or your use of the phone in connection with the Service.

6.3.4 If you supply your own mobile phone you acknowledge that Soul makes no warranty as to the suitability of the mobile phone for use in connection with the Service or individual service features.

6.3.5 If you supply your own mobile phone, to protect consumers from illegal trade in mobile phones, Soul at any time may request you to provide proof of ownership of your phone. You must provide that proof within 5 business days of Soul's request. If you fail to provide proof of ownership within 5 business days, Soul may suspend your Service until evidence is provided.

6.3.6 A manufacturer's warranty is available on all equipment sold or supplied by us. If your equipment is faulty you may be able to make a claim under this warranty. Details of the warranty are included with your equipment.

6.3.7 Manufacturers provide two types of warranty 'Early Life Failure' (ELF) and 'Standard'.

- a. ELF warranties cover mobile phones in the first few weeks of use and provide for a replacement (new) phone.
- b. A standard warranty covers a mobile phone for a period of 12 months to ensure that the product is free of defects in materials, design and workmanship.
- c. Typically batteries are covered by a standard 6 month warranty.

IMPORTANT: Warranties do not cover physical, liquid or sun damage, or unlocking and programming. Additionally, they do not cover loss or theft.

6.4 Network Locking

6.4.1 If your Pre-paid mobile phone is supplied by Soul it may be Network Locked so that only the SIM card supplied by Soul may be used in the mobile phone.

6.4.2 To disable Network Locking on a Soul Pre-paid mobile phone you must contact Soul to obtain the unlocking code.

6.4.3 Before we provide you with the unlocking code to disable Network Locking, a service fee may be required. Please see the Call Plan Brochure or Welcome Guide for details.

6.4.4 Only the authorised customer can obtain an unlocking code to disable Network Locking on a Soul mobile phone.

6.5 Equipment Delivery and Returns

6.5.1 When ordering a Pre-paid Starter Kit we recommend your order be delivered to a business address or an Australian Post Office.

6.5.2 We are not able to deliver packages to universities, hospitals, colleges, building sites or any other areas such as these.

6.5.3 When your parcel arrives by courier you will be required to show some proof of identity and sign for delivery.

6.5.4 Where you have ordered equipment from us, you can cancel your order at any time prior to receiving delivery. Once an order has been delivered it cannot be returned.

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6.5.5 After we have taken your order you may not change the name of the person accepting delivery or the delivery address. We may exercise discretion in the application of this policy provided you can satisfy us that you have due reason to request the change.

6.5.7 In the event of a delivery failure, we will reorder and resend the goods to you. This process will require a further 3 to 5 working days to reach you. We may require you to fill out a declaration of loss form or sign a statutory declaration where a delivery failure is challenged.

6.5.8 Our courier will deliver the order to the delivery address, including nominated Australian Post Offices, advised to us. Only you can accept delivery of the package. Valid identification will be required to accept delivery. Please see Appendix 1 Information and Identification Required for Soul Pre-paid Services for details.

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7 Network Information

7.1 Quality of Service

7.1.1 The Service is not available in all areas of Australia. Coverage maps are available on our website.

7.1.2 You acknowledge that you are responsible for inquiring whether the mobile network coverage is available in areas in which you will ordinarily require the Service (prior to the purchase of the Service).

7.1.3 The performance of some Services may be affected by your levels of use, the levels of use of other users and of facilities related to the provision of the Service. Soul does not warrant that the Service will be free of blockages, delays, network congestion, interference or faults of this kind.

7.1.4 Within a service area, it is technically impracticable to guarantee that the Service is available in each place within that area, or that 'drop-outs' will not occur in the course of a call or that capacity is available at all times or that the Service is free of faults or errors.

7.1.5 You acknowledge that the Service may not be available from time to time as a result of a number of factors, including capacity constraints, electromagnetic interference, adverse weather conditions, excessive network use, equipment or mobile phone failure, your location (particularly if indoors or underground), or during maintenance activities.

7.1.6 B will not be responsible for any loss or damage that may arise as a result of interruptions to the Service.

7.2 Fault Reporting and Fixing

7.2.1 Before reporting a fault to Soul, you must take all reasonable steps to ensure that the fault is not a fault in your mobile phone or equipment and that you are using the Service or equipment correctly.

7.2.2 As soon as you become aware of any fault in the Service, you must report that fault to Soul by calling our Customer Care number.

7.2.3 You must provide all necessary assistance to enable location and rectification of any fault regardless of whether that fault is the responsibility of Soul or another supplier.

7.2.4 Soul is not responsible for any fault that is in the equipment within the network and will notify the supplier of the fault and request its verification.

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8 Billing, Fees and Charges

8.1 Billing

8.1.1 Soul will not send you any bills, invoices or statements recording calls made from the Service.

8.2 Free Calls

8.2.1 Calls to the following numbers are free if called from the Service:

- | | |
|-----------------------------|-----|
| d. Emergency Service Number | 112 |
| e. Activation Line | 233 |
| f. Recharge Line | 555 |
| g. Call Credit Balance Line | 555 |

8.2.2 Soul may offer free calls on promotions from time to time, and reserves the right to cease any or all promotions at any time.

8.2.3 Soul may require the customer to provide a promotional code in order to receive a free credit, and it is understood that it is the customer's responsibility to provide this code.

8.3 Service and Call Plan Charges

8.3.1 Once your SIM card is activated you will be charged for the use of the Service in accordance with your Call Plan Brochure. Soul may vary the rate of fees and charges for the Service, including adding extra charges, from time to time, without notice to you.

8.3.2 When you activate your SIM card on the Network you will have available the chosen amount of Credit you have purchased whether by Soul Pre-paid SIM Pack or Soul Pre-paid Starter Kit.

8.3.3 Unless stated otherwise, outgoing calls are charged at 30 second increments plus a call connect fee when the call is answered or diverted. Some calls may be charged on a per call or data usage basis, as specified in your Call Plan Brochure.

8.3.4 Call Plan Brochures specify:

- Charges for outgoing calls made on the Service including local, national, international, mobile and other call types;
- Charges for Value Added Services, including SMS, MMS, GPRS, and Voicemail;
- Special services such as 13, 1300, 113, 013, and 456 services;
- Special services such as 1800, 0011 800, and 0014 800;
- The length of the Credit Validity Period; and
- The Recharge Window.

8.3.5 Charges for services may depend on:

- A combination of airtime, time and day of call, destination of call and call type; and
- The call plan rates and features of your selected call plan.

8.3.6 When determining the time at which a call is placed, the time used will be the local time at the mobile switching centre through which the call first passes. This will not necessarily be the local time at the place the calling party is located.

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8.3.7 Soul may offer free or discounted calls on promotions from time to time, and reserves the right to cease any or all promotions at any time.

8.3.8 You will not be charged for Unsuccessful Calls.

8.3.9 You will be charged for calls by deductions from your Call Credit Balance, in accordance with your Call Plan Brochure.

8.3.10 Any Call Credits remaining on termination of this Agreement are forfeited.

8.3.11 Unless stated otherwise, the charges payable for the services under this Agreement are inclusive of GST. Where the charges are expressed to be exclusive of GST, you must pay an additional amount equal to any GST payable on the supply of the services if applicable.

8.3.12 Soul will only refund monies if you can show that you have been charged an incorrect amount.

8.3.13 You cannot convert into cash or redeem Call Credits as cash and you cannot apply Call Credits against any other services held by you or anyone else with Soul.

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9 Recharging and Call Credit Balance Information

9.1 Call Credits and Call Credit Balance

9.1.1 Soul requires you to maintain a Call Credit Balance of greater than \$0. As long as your Call Credit Balance is greater than \$0, your Service is active on the Network and you have access to services.

9.1.2 If your Call Credit Balance falls to \$0 through your use of the Service, the Recharge Window will commence for your Service.

9.1.3 If your Call Credit Balance falls to \$0 through expiry of your Credit Validity Period, the Recharge Window will commence for your Service.

9.1.4 We may terminate a call without notice if the credit falls below \$0 during a call. For example, if your Call Credits are exhausted during the course of a call, the call will automatically terminate without further warning.

9.1.5 To make outgoing calls or use other Optional Services or Value Added Services, Soul requires that the Call Credit Balance be sufficient to cover the charges for the type of call service you are attempting to make or use. If it is not sufficient, you will be unable to make the outgoing call or use the Optional Service or Value Added Service.

9.1.6 Soul will not connect a call if your Call Credit is insufficient to meet the minimum charges applicable for the type of call you are trying to make.

9.1.7 Soul reserves the right to, but may not, notify you when you have a low Call Credit Balance that may impact your use of the Service. Any notification will take the following form:

- a. **Low Call Credit Balance**, if you are using the Service when your Call Credit Balance falls below \$2 you will receive an SMS to warn you that your Call Credits are low.
- b. **Low call time**, if you are using the Service when your Call Credit Balance falls to a low level, you will hear an audible alert to warn you that your call may be terminated.

9.1.8 Call Credits have a validity period that is specified in the Call Plan Brochure. The Call Credits will expire unless you have:

- a. Used all the Call Credits during the Credit Validity Period; or
- b. Recharged during the Credit Validity Period.

9.2 Recharging

9.2.1 Call credits need to be added (i.e., the Service needs to be Recharged) when you do not have the minimum Call Credits to make a call. This may occur either because you have used all the Credits or they have been forfeited as a result of the Credit Validity Period

9.2.2 Once you have Recharged your Service, the Call Credits will expire at the end of the Credit Validity Period unless you have Recharged before the expiry of the Credit Validity Period. Check your Call Plan Brochure for details about your Credit Validity Period.

9.2.3 There are a number of methods to Recharge your Service. These methods are listed on our website, and include:

- a. Purchasing a Recharge Voucher at one of our retail sites across Australia, whose locations are listed on our website;
- b. Calling our Credit Card Top-up Number and purchasing Call Credits with your credit card.

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9.2.4 Recharge Voucher Call Credits need to be activated. Call 555 from your Pre-paid mobile.

- a. You will be prompted to enter your details via the keypad on your mobile phone.
- b. Soul will credit your Call Credit Balance with the appropriate value.
- c. The Recharge Voucher is also subject to an activation expiry period ("Recharge Expiry Period") during which you must activate the Recharge Voucher.
- d. Detailed instructions for recharging your Service are available on our website or by calling our Customer Care number.

9.2.5 When recharging via credit card there is a minimum Recharge amount of \$20.

9.2.6 There is a maximum Recharge amount of \$500.00. Soul reserves the right to vary the maximum Recharge amount. If you require a higher maximum Recharge amount please contact Customer Care and your request will be considered.

9.2.7 You may register your credit card details with us to make recharging by credit card easier. Only one credit cards detail can be kept at one time and must belong to the account holder.

9.3 The Recharge Window

9.3.1 The Recharge Window means the length of time you have to Recharge your Call Credit Balance after all Call Credit has expired or has been exhausted.

9.3.2 The Recharge Window is calculated on the number of days left on your Credit Validity Period plus the number of days specified in the Call Plan Brochure. For example, if your Call Credits have a Credit Validity Period of 30 days, but you use them in 10 days, your Recharge Window is 20 plus the number of days specified in the Call Plan Brochure as your Recharge Window.

9.3.3 During the Recharge Window:

- a. You may not be able to send or receive an SMS.
- b. You may or may not be able to make and receive calls, except for calls to our Call Credit Balance Line 555.
- c. You may be alerted by SMS when your Call Credit Balance falls to \$0.
- d. You can make calls to emergency services (112).

9.3.4 If you do not Recharge your Service within the Recharge Window, Soul may disconnect you from the Service. If this happens you will lose your MSN and Soul will be unable to return it to you.

9.3.5 If you add to your Call Credit Balance before the expiration of the Recharge Window, your access to the Service will be fully restored.

9.3.6 Soul reserves the right to, but may not, send you SMS reminders to warn you that if you do not add Call Credits before the expiration of the Recharge Window, your access to the Service will be disconnected.

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10 Customer Care

10.1 Customer Care

10.1.1 Customer Care services are available by calling the Customer Care Number.

10.1.2 Any questions or complaints in relation to the Service can be sent:

- a. By mail to our Compliance Officer at Soul Communications Pty Ltd GPO Box 9861, PERTH WA 6001;
- b. By calling our Customer Care number; or
- c. By visiting our website.

10.1.3 All complaints are prioritised and acted upon according to Australian Communications Industry Forum, Telecommunications Industry Ombudsman and Internet Industry Codes of Practice guidelines.

10.1.4 Should you be dissatisfied with our response, you are entitled to raise certain matters directly with the Australian Consumer and Competition Commission, Telecommunications Industry Ombudsman or the Australian Communications and Media Authority (ACMA).

10.1.5 We provide a range of telephone services available from your Soul Pre-paid mobile phone service through our Interactive Voice Recognition (IVR) system. These include:

- a. Obtaining mobile personal unblocking key (PUK) codes
- b. Logging after hours lost/stolen mobile phone requests
- c. Activation Line 233
- d. Recharge Line 555
- e. Call Credit Balance Line 555

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11 Liabilities

11.1 Limitation of Liability

11.1.1 You may have certain rights and remedies under the Trade Practices Act 1974 (Commonwealth) and other laws, which may imply certain conditions and warranties into this Agreement. Soul does not exclude or restrict or modify those rights, remedies or implied conditions and warranties where it is unlawful to do so. All other terms, conditions, warranties, undertakings, inducements and representations, whether expressed or implied relating to the supply of the Service are excluded.

11.1.2 Where Soul is liable for any loss or damage in connection with or arising from the breach of any term, condition, warranty or remedy implied by the Trade Practices Act 1974 (Commonwealth) Soul's liability is limited to resupplying, repairing or replacing the relevant service where the service is not of a kind ordinarily required for personal, domestic or household use or consumption. To the maximum extent permitted by law, we limit our liability to you to the total Charges paid by you during the one month period prior to the claim.

11.1.3 Subject to section 11.1.1, Soul is not liable to you or any third party for any direct or consequential loss or damage however suffered or incurred (whether in tort, negligence or otherwise) in relation to the Services. However, Soul does not exclude liability for death or personal injury caused by negligence.

11.1.4 Soul has no liability to you or to any other person for:

- a. Acts or defaults of other suppliers;
- b. Faults or defects in Services that are caused to any material extent by your own conduct or misuse;
- c. Faults or defects that arise in telecommunication services not provided under this Agreement (even if they are connected, with our consent, to services which Soul have arranged under this Agreement) which are due to incompatibility with the services;
- d. Porting of your MSN in accordance with a porting request received by us;
- e. Any delays in implementing a request to port your MSN; or
- f. A failure to implement a request to port your MSN.

11.1.5 You indemnify Soul and our partners or associates for any loss or expense we suffer as a result of you doing any act in breach of sections 2.4.1 and 2.4.2.

11.2 Force Majeure

11.2.1 Soul is not 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; war, accident, civil commotion, riot, military action, sabotage, act of terrorism, vandalism, embargo, judicial action, labour dispute, an act of a government or a government authority, acts of God, earthquake, fire, flood, plague or other natural calamity, computer viruses, hacker attacks or failure of the internet or delay, or failure or default by any other supplier.

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11.3 Assignment

11.3.1 You will not assign, charge or otherwise deal with your rights under this Agreement except with Soul's prior written consent.

11.3.2 Soul may assign all Soul's rights and obligations under this Agreement without notice.

11.4 Your Acknowledgements and Obligations

11.4.1 These acknowledgements and obligations are in addition to and not in substitution of any acknowledgements and obligations elsewhere in this Agreement.

11.4.2 In using the Service, you must:

- a. Comply with any rules imposed by any third party whose content or services you access using the services or whose network your data traverses; and
- b. Not infringe any person's Intellectual Property Rights (such as by using, copying or distributing data or software without the permission of the owner).

11.4.3 You acknowledge that:

- a. The Service relies, for its operation, on services supplied by third party suppliers, who are not controlled or authorised by Soul; and
- b. Soul does not exercise any control over, authorise or make any warranty regarding:
 - Your right or ability to use, access or transmit any content (whether error-free, in time, or at all) using the Service;
 - The accuracy or completeness of any content which you may use, access or transmit using the Service;
 - The consequences of you using, accessing or transmitting any content using the Service, including without limitation any virus or other harmful software; and
 - Any charges which a third party may impose on you in connection with your use of the Service.

11.4.4 Soul supplies the Service (and each individual service) for the purpose of:

- c. Originating (making) calls or other Value Added Services on the Network; and
- a. Terminating (receiving) calls or other Value Added Services on the Network, which originate on the Network or on the network of another supplier with which the Network has a current interconnection arrangement.

11.4.5 In addition to your obligations under the General Terms and Conditions you must not:

- a. Originate or terminate calls or other services on the Network in connection with the services or an individual service, other than as described in section 11.4.4 above;
- b. Transmit, refile or aggregate domestic or international traffic on the Network in connection with the Services or an individual service; or
- c. Use the Services or an individual service (including any SIM card) in connection with a device that switches or reroutes calls to or from the Network, without the prior written consent of Soul. Soul may withhold its consent to such use or make it subject to conditions, in each case in Soul's absolute and independent discretion.

11.4.6 If you breach sections 11.4.4 or 11.4.5 in respect of the Services or an individual service then Soul may, in addition to and without limiting its other rights, immediately suspend or terminate the Services or the individual service by giving notice to you.

11.4.7 You acknowledge that Soul gives no warranty in relation to the performance or characteristics of any software supplied in connection with the Service.

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11.4.8 We are not liable for providing credits for mobile service numbers ported to us where outstanding contracts exist with prior providers. In the event that 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. To the extent that Soul become liable to a third party in relation to any services supplied to you, you will indemnify us against any and all such liability as well as any costs, including legal costs, we incur in connection with any such liability.

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12 General

12.1 General

12.1.1 **Information**, Soul may give to and receive from other suppliers information about your Service, including particulars of calls and call charges.

12.1.2 **Governing law**, this Agreement is governed by the laws of Western Australia and you irrevocably agree to the non-exclusive jurisdiction of the Courts of Western Australia.

12.1.3 **Entire Agreement**, this Agreement contains the whole understanding between you and Soul to the exclusion of any prior or collateral Agreement or understanding of any kind relating to the Services.

12.1.4 **No reliance**, you acknowledge that you enter into this Agreement entirely as a result of your own enquiries and that you do not rely on any statement, representation or promise by Soul or on Soul's behalf not expressly set out in this Agreement.

12.1.5 **Release**, you release Soul and its officers, agents and advisers from all claims, suits and demands of every kind (including negligence) arising from the relationship of the parties concerning this Agreement before it was signed, and from the negotiations leading to it.

12.1.6 **Waiver**, the failure by either party to exercise any right or remedy under this Agreement in a timely manner does not constitute acceptance of the matter that gave rise to the right or remedy, nor that party's waiver of such right or remedy.

12.1.7 **Notice**, a notice issued under this Agreement must be in writing and will be taken to be received:

- a. When it is left at the address supplied as the address of the service holder;
- b. On the third day after posting; when sent by ordinary post;
- c. At the time of successful transmission when sent by email; and
- d. At the time of successful transmission when sent by SMS.

12.1.8 **Survival**, termination of this Agreement shall not affect the continued operation of provisions in this Agreement which by their nature survive termination or expiration of this Agreement including but not limited to sections 1.4.3 (b), 5, 5.1.2 (a), 5.1.3, 5.1.4, 6.1, 11 and 11.1.5.

12.2 Terms

ACMA means the Australian Communications and Media Authority.

Act means the Telecommunications Act 1997.

Activation Line 1300 794 121 or 233 from your Pre-paid mobile.

Agreement means this Agreement and any other documents validly incorporated by reference.

Appendix 1 Information and Identification Required for Soul Pre-paid Services.

Call Credits means the amount of money in your balance, from which Soul will pay for the services used by you. For the avoidance of doubt, Call Credits are not redeemable for cash.

Call Credit Balance means the balance of Call Credits from time to time.

Credit Card Top Up Number 1300 974 172 or 445 from your Pre-paid mobile.

Call Line Identification means a call function allowing the customer's MSN to be displayed to a recipient.

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Call Plan Brochure means the brochure provided to you showing the charges and other key features of the plan you have selected.

Carrier has the same meaning as defined in Section 7 of the Act.

Carriage Service Provider has the same meaning as defined in Section 87 of the Act.

Connection means the activation of the Services. The words connect and connected have a corresponding meaning.

Credit Validity Period means the period at the end of which Call Credits will expire as set out in your Call Plan Brochure.

Customer the person who has contracted with Soul for the supply of the Service(s)

Customer Care Number is 1300 794 121 or 233 from you Pre-paid mobile.

Customer Care means the customer service facilities provided by Soul from time to time.

Emergency means a situation that unless immediately remedied, has the potential to jeopardise life or safety or to cause immediate risk to property.

GST refers to the goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 ("GST Act") that may be in force in Australia from time to time.

IMEI Blocking means blocking the mobile phone so that it cannot be used on any GSM network in Australia.

Intellectual Property Rights includes any rights associated with inventions, copyright, designs, trade marks, trade names, service marks, indicia of origin, business names, patents, petty patents, innovation patents and including any right to apply for any of the above rights.

Interruption in the supply of goods or a service (including the Services and each individual service) means a delay in supplying, a failure to supply or an error or defect in the supply of, those goods or that Service. The word "interrupts" has a corresponding meaning.

MSN means a Mobile Service Number allocated pursuant to the Telecommunications Numbering Plan 1997.

Network means the facilities provided by Soul and operated by a carrier for the purposes of providing public mobile GSM digital telecommunications services.

Network Locking means that the mobile phone has been programmed to work only on one of the GSM networks.

Optional Services means the Value Added Services that may be added to your basic voice service.

Order means the order used by potential customers to apply to Soul to subscribe for the Service.

Personal Information shall have the same meaning as that defined in the Privacy Act 1998 (Cth) as supplemented, varied or amended from time to time.

Phone means a GSM mobile telephone used in connection with the Service.

Port means the transfer of an MSN between suppliers of telecommunication services. The words "porting" and "ported" have corresponding meanings.

Recharge means the recharging or crediting of your Call Credit Balance via the methods outlined by Soul from time to time on our website. The word "recharging" has a corresponding meaning.

Recharge Expiry Period means the period within which a Recharge Voucher must be activated on your Service. The expiry period is shown on the Recharge Voucher.

Recharge Voucher means a voucher that when used gives the customer an amount of Call Credit for the customer's Pre-paid Call Plan.

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Recharge Window means the number of days specified in your Call Plan Brochure after your Call Credit Balance falls to \$0 within which you **must** Recharge to prevent your Service being disconnected. During the Recharge Window you can receive calls and messages, but can only make calls to Emergency Service numbers and the Call Credit Balance line.

Regulator means the Australian Communications Authority, the Australian Competition and Consumer Commission, the Australian Communications Industry Forum Limited, the Telecommunications Industry Ombudsman or any other government or statutory body or authority.

Roam means the ability to use an Australian SIM card in countries other than Australia.

Service and **Services** means the Soul Pre-paid GSM digital telecommunications service and such other services as Soul may provide to you from time to time and includes Optional Services.

SIM means the subscriber identity module card, to be used with a GSM mobile telephone handset to enable use of the Services.

Sim Pack means the SIM card and collateral provided by Soul to begin using the Pre-paid mobile Service. No mobile phone is supplied with the Soul Pre-paid SIM Pack.

Soul Pre-paid SIM Pack means the SIM card and collateral provided by Soul to begin using the Soul Pre-paid mobile service. No mobile phone is supplied with the Soul Pre-paid SIM Pack.

Soul Pre-paid Starter Kit means the SIM card, mobile phone and collateral provided by Soul to begin using the Soul Pre-paid mobile service.

Standard Price Table means the table in Call Plan Brochure outlining all charges not specified on the call plan brochure.

Starter Kit means the SIM card, mobile phone and collateral provided by Soul to begin using the Pre-paid mobile Service.

Section means a part, or clause, that is usually numbered within this document or its appendices.

Supplier means a carrier, carriage service provider, telecommunications service providers or equipment suppliers that supply a public mobile telecommunication service to customers.

You or **your** means the person who has contracted with Soul for the supply of the Services and where two or more persons have applied, means those persons jointly and severally.

Unlocking code is a unique sequence to be entered into a mobile phone to remove the Network Lock.

Unsuccessful Call means a call that is not successfully connected to a called number (a called number includes a number to which a called number diverts, which may also include connecting through a switch or PABX or similar system), including where:

- a. The called number is engaged, disconnected or out of order;
- b. The called number cannot be accessed using the Services; or
- c. There are network or other service failures that have caused temporary Interruptions to the services.

Value Added Services means services that are either included, or may be added to your basic voice service.

Voicemail means the network service allowing callers to leave retrievable messages when a call is not answered.

We/Our/Us means Soul Contracts Pty Ltd ABN 88 110 992 446

Website means the Soul website at www.mysoul.com.au as updated from time to time.

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13 Appendices

13.1 Appendix 1 - Information and Identification Required for Soul Pre-paid Services

Soul requires 30 points of ID as per Schedule 1 for an individual requesting four Services or less. Soul requires 40 points of ID for an individual requesting five Services or more. In the event that this information is not available Soul requires one category A document, or two category Soul documents, as per Schedule 2.

13.1.1 Schedule 1

Item	Kind of information	Number of points
1.	Full name (inc second and any other name)	5
2.	Residential address, and if different, postal address	5
3.	DOB	5
4.	End-users fixed line telephone number	5
5.	Pre-selected CSP name of any fixed-line telephone service at end-users address	5
6.	If <3 years in current address, that address	10
7.	Name and address of employer	10
8.	Number and country of issue of current passport	10
9.	Name of nearest cross-street to end-users residential address	10
10.	Name of other adult living at same residential address	10
11.	Name of other adult living at different residential address	10

13.1.2 Schedule 2

Part 1	Information about Purchases or end-users
Category A Documents	ID Card from a tertiary education institution
	Residential address
	Licence or Permit issued to purchaser from Commonwealth, State or Territory
	Passport
	Statement that purchaser is entitled to receive a financial benefit
	Birth certificate
	Document of proof of identity eg. Keypass card to Victorian resident.
Category B Documents	Credit Card, Debit card or automatic teller machine card showing name and signature
	Medicare card

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Passbook from a bank

Statement of account for a fixed network telephone service issued in previous 12 months showing name and address

Rates statement issued in previous 12 months showing name and address
