



OCCOM MOBILE (VODAFONE)

TERMS AND CONDITIONS

V1.0



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Occom Mobile (Vodafone) Terms & Conditions

These Mobile Terms and Conditions should be read in conjunction with our Standard Terms and Conditions of OCCOM Pty Ltd (ABN: 58 608 289 425). The Standard Terms and Conditions apply to all Occom Mobile (Vodafone) Services.

1. Our Mobile Service

- 1.1 OCCOM Pty Ltd (ABN: 58 608 289 425) uses Vodafone's 4G and 5G mobile networks.
- 1.2 Occom Mobile (Vodafone) SIM-Only service allows you to:
 - a. make calls from and receive phone calls to your mobile phone,
 - b. send content from and receive content to your mobile phone,
 - c. Use a range of value-added services; and
 - d. Use the mobile phone number
- 1.3 The service we provide operates on the Vodafone Network of our mobile digital network carrier partner, but we don't have control over that network. If our carrier partner restricts certain call types within their network, this limitation will apply to our service as well. You agree that you will not hold us responsible in respect of any such limitations.
- 1.4 Your ability to make international direct dial calls or use your Occom Mobile (Vodafone) Service while outside of Australia is contingent upon our authorization. You must obtain our express authorization to use your mobile service in countries other than Australia.
- 1.5 You are responsible for enquiring whether mobile coverage is available in areas in which you will ordinarily require the Mobile Service.

2. Charges

- 2.1 Charges
 - a. The types of charges that apply to your use of the prepaid mobile service are set out in your prepaid mobile offers and include:
 - i. flagfall for calls you make;
 - ii. timed charges for the duration of calls you make;
 - iii. charges for SMS and MMS you send; and
 - iv. charges for other services Occom provides to you.
 - b. Occom will not charge you for any of the following:
 - i. unsuccessful calls, SMS and MMS; and

- ii. calls to toll free numbers including 000, 13 25 00 (State Emergency Services), and calls to customer care self-service (126 101 from an Occom Mobile (Vodafone) Service).

2.2 Charges calculated

- a. The charges you incur for use of the prepaid mobile service and any feature of the prepaid mobile service is calculated in accordance with your prepaid mobile offer.
- b. Charges for your prepaid mobile service may depend on a number of factors, including:
 - i. the prepaid mobile offer You select,
 - ii. your usage of the prepaid mobile service;
 - iii. any included Calls, SMS and services and any free, promotional or discounted rates that Occom may offer from time to time
 - iv. requests you make to Occom.

2.3 No bills

- a. You agree that Occom will not send You any bills, charge records or call usage records in respect of charges you incur. If you require an invoice, please contact our support team.

3. Connecting your Mobile Service

- 3.1 To apply for an Occom mobile (Vodafone) service, you must complete an application either through our website or over the phone.
- 3.2 We aim to dispatch SIM cards necessary to use Occom mobile (Vodafone) service within 3 working days. You will receive instructions from us on how to activate your SIM card(s).
- 3.3 Depending on your chosen pricing plan, your mobile service will get access to Vodafone 5G network and/or 4G network. 5G network access requires a 5G compatible device and can be used only in selected coverage areas. Otherwise, customers can get access to Vodafone 4G network when they use a 4G compatible device in 4G coverage areas. Actual coverage areas and network speeds vary due to device, location and network congestion.
- 3.4 For limited data plans, your pricing plan sets out a maximum amount of included data that you can use in a billing cycle. If you use up your plan's included monthly data allowance (included data in the databank and data bolt on), data will be unavailable until the next billing cycle. For endless data plans, once the included high-speed data allowance is exceeded, data speeds will be capped at 2Mbps for the remainder of the billing cycle. Data usage will be measured in kilobytes and includes both uploads and downloads.

4. Faults

- 4.1 We will inform the mobile network provider about any faults that are reported to Occom to ensure that the Mobile Service is restored completely as soon as it is reasonably possible.

5. Other Services

The following services and features are not available with Your Prepaid Mobile Service and will not be provisioned or supported:

- 5.1 Access to any premium services;
- 5.2 The transfer, assignment, or novation of Your mobile number to another person;
- 5.3 The ability to make calls to the following number ranges: “19xx”, “0055”, “1234”, “12455”, and “12456”;
- 5.4 Visual Voicemail functionality.
- 5.5 Any use, activity, or conduct prohibited under our Acceptable Use Policy, including, without limitation, mobile voice over IP (MVOIP), SMS over IP (SMSIP), and SIM boxing.
- 5.6 We reserve the right to amend this list of excluded services at any time to comply with applicable laws, regulations, and network requirements.

6. SIM Cards and eSIM

- 6.1 Connection to the mobile network is by way of a SIM – either a physical SIM card (‘SIM Card’) or an embedded SIM, also known as an eSIM (‘eSIM’). A SIM Card is inserted into a mobile device owned by you, whereas an eSIM is digitally set up via software on your compatible device. The SIM that we provide to you is our property and we may request that you return the SIM Card to us at any time for replacement. You must not interfere with the SIM Card.
- 6.2 We are not responsible for any lost or stolen SIM Card, or your eSIM enabled device. You must notify us as soon as possible if the SIM Card or eSIM enabled device is lost or stolen and we will bar outgoing calls, suspend the service or activate IMEI blocking on your mobile phone.
- 6.3 You are responsible for all charges for usage made using the lost or stolen SIM Card or eSIM enabled device up until the time you notify us that your SIM Card (or device) has

been lost or stolen and we bar outgoing calls, suspend the service or activate IMEI blocking.

7. Restrictions

You must not:

- 7.1 make or receive calls or send or receive content on our network other than for your own personal or business use;
- 7.2 wholesale or resell any service (including transit, refile or aggregate domestic or international traffic) on our network; or
- 7.3 use the service (including any SIM Card or eSIM enabled device) in connection with a device that switches or reroutes calls to or from our network or the network of any supplier, without obtaining our written consent first. We may give or withhold our consent, or make our consent subject to conditions, in our discretion.
- 7.4 If you breach clause 7.1.above, we may, in addition to and without limiting our other rights under the agreement, immediately suspend or cancel the service by giving you notice.
- 7.5 We may restrict access to premium services until a payment history has been established.

8. Data Usage

- 8.1 All Occom mobile (Vodafone) services include a data component with an included allowance.
- 8.2 You can check your remaining data balance via the customer portal, the Occom mobile app, or by sending 'BAL' to 126101.
- 8.3 At the end of your monthly billing cycle, any unused data from limited data monthly plans goes into your data bank for use in the next monthly billing cycle. The maximum amount of data that can be banked is 500GB.

9. Calling Number Display

- 9.1 The calling number display allows a person receiving a call from you to see your mobile phone number on their handset. The calling number display is automatically activated on the commencement of your mobile service. If you do not want your number displayed, check your handset user guide to see whether you can deactivate the functionality yourself or contact us to deactivate this functionality for you.

10. Eligibility Requirements

- 10.1 You do not need to purchase any other service with Occom to be eligible for mobile service.
- 10.2 Occom reserves the right to refuse, restrict, or cancel service if a customer fails to pay their bill or is abusive towards Occom staff.

11. Acceptable and Fair Use Policy

- 11.1 Mobile plans which have all included calls and SMS are subject to our acceptable fair use policy, available on the website.
- 11.2 Customers who use their services excessively may be subject to having their accounts suspended or disconnected. We will contact you before disconnecting your service to allow you to remedy the breach.
- 11.3 It is prohibited to resell our mobile services or SIM cards. Similarly, you cannot use this service to redirect call traffic or avoid tolls.

12. Mobile Porting

- 12.1 You may be able to port your mobile number from your current mobile service provider to Occom if that mobile number is declared portable under Australian Communications and Media Authority's Telecommunications Numbering Plan 1997 and no exemption has been granted by the which you may obtain a copy of by visiting www.acma.gov.au.
- 12.2 Occom agrees to comply with the operational procedures for porting mobile numbers described in the Australian Communications Industry Forum's Industry Code - Mobile Number Portability ACIF C570 2005 (MNP Code), you may obtain a copy of this by visiting www.acif.org.au. The terms "Customer Authorisation", "Port Cutover Notification Confirmation" and "Standard Hours of Operation" have special meanings as described in the MNP Code.
- 12.3 Occom does not warrant that it can port your mobile number from your current mobile service provider or that your number will be ported to Occom within any specified timeframe. Your current mobile service provider may reject the request to port if the information you provide is incorrect or does not match the data held by them. In this case, Occom reserves the right to correct the information and resubmit the request to port or dispute the rejection by your current mobile service provider. Additionally, a request to port may be rejected if:

- a. the request is for a non-portable mobile number - eg, a cancelled mobile number;
 - b. the MNP Code requires the request to be rejected; or
 - c. Ocom cannot otherwise provide porting for that mobile number in the circumstances.
- 12.4 We do not guarantee that we can transfer your current mobile number to our service or that it will happen within a certain time frame. We are not responsible for any losses or damages that may occur due to delays or failures in the porting process that are beyond our control, including the actions of other service providers.
- 12.5 If you wish to port your mobile number from Ocom to another mobile service provider, then you must contact that other provider to implement the port.
- 12.6 The Ocom Mobile (Vodafone) Terms and Conditions will apply to the supply of mobile services to you by Ocom once you have successfully ported your mobile number to Ocom.
- 12.7 If your mobile number cannot be ported to Ocom then you may choose a new mobile number from Ocom.
- 12.8 You acknowledge that:
- a. Only your mobile number ports to Ocom. Any additional value-added services such as voice mail, SMS, paging, or facsimile services that were provided by your previous mobile service provider may be lost, and Ocom will provide new value-added services instead.
 - b. Porting your mobile number to Ocom may entail costs and obligations, and if you are porting from a pre-paid mobile service, you may lose any remaining pre- paid call credits.
 - c. You may have an ongoing contract with your current mobile service provider which requires the payment of cancellation and/or terminations fees to that mobile service provider if you port to Ocom. These fees will have to be paid by you, and Ocom is not responsible for them.
 - d. Regardless of whether your mobile number is successfully ported to Ocom, you will still be responsible for paying any outstanding amounts to your current mobile service provider.
 - e. Your current mobile service provider may or may not disconnect your existing mobile service and/or value-added services.
 - f. If you are switching your mobile service to Ocom from another provider, you may need to either purchase a new handset or have your existing handset unlocked by your previous provider if it is locked to their network.
 - g. If you plan to bring your own device to our network, you may need to have it unlocked or reprogrammed before transferring your service. Additionally, you might need to purchase a new handset if your existing one is not compatible with our network.

13. Miscellaneous

- 13.1 You use the service at your own risk and we take no responsibility for any data downloaded and/or the content stored on your computer or mobile phone. You agree not to make any claim against us, our suppliers, employees, contractors or assignees for any loss, damages or expenses relating to, or arising from, the use of the service.