

Dodo Global SIM Services Terms and Conditions (Customer Terms)

Dodo Australia Pty Ltd ACN 097 636 970 (“**Dodo**”) will provide You with such telecommunication services as We may agree to provide You from time to time using Our facilities and services, those of Our subsidiaries and those of other Suppliers.

To understand Your rights and obligations under Our Customer Terms You can obtain a copy of these terms by visiting globalsim.dodo.com or by calling 13 3636 from Australia or +61 3 8256 6701 from overseas.

1. Definitions

1.1 In these General Terms, the following words and abbreviations have the following meanings:

Charge means amounts payable to Us for the Services, including the Inbound Call Surcharge where applicable.

Customer means a Person who enters into Our Customer Terms for a Service (including for supply of that service to another Person) or who otherwise acquires a Service from us.

Customer Terms has the meaning given to term in clause 2.1.

Equipment means any hardware, software or other infrastructure used that is necessary for the use of a Service.

General Terms means these terms and conditions.

GST means the tax introduced by the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Inbound Call Surcharge means the amount payable to Us when You receive calls whilst You are International Roaming.

Intellectual Property means all rights conferred under statute, common law and equity in and in relation to trade marks, trade names, logos and get up, inventions, patents, designs, copyright, circuit layouts, confidential information, know-how and trade secrets and all rights and interests in them or licences to use any of them and includes Moral Rights (as moral rights are described in the Copyright Act 1968 (Cth) (as amended)).

International Roaming means using the Service in a country other than Australia.

MSN means a Mobile Service Number.

Network means the telecommunications network that We use to supply You the Service.

Notice in relation to Us providing You with the relevant information means:

- (a) by making the information available to You by means such as through Our website, or at a retail outlet; and
- (b) by informing You how You can obtain the information by means of a recorded message, an e-mail, a text message or otherwise in writing.

Notice in relation to You providing Us with notice means:

- (a) delivering the information to Us in person; or
- (b) sending the information by post to an address stated by us; or
- (c) telephoning Us with the information.

Offer means a special offering that We may make available from time to time to eligible Customers.

Person means, as the context requires a natural person, body corporate, unincorporated body or other legal entity and includes a reference to that person’s executors, successors, attorneys and assignees.

Port means the transfer of a MSN between Suppliers of telecommunications services.

Privacy Policy means Our privacy policy, which sets out how We collect and use Your personal information. You can access Our privacy policy by visiting Our website globalsim.dodo.com

Related Body Corporate has the meaning given by section 50 of the Corporations Act 2001 (Cth).

Schedule of Charges means the schedule of Our current rates displayed on Our website (globalsim.dodo.com) from time to time.

Service or Services means any telecommunication service (including the offered prepaid mobile service) subscribed for by a Customer and includes any goods or Equipment provided in connection with a Service.

Service Entitlements means those features which make up Your Service (including but not limited to, the included value of Your Service from time to time).

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

SIM pack means the SIM card and other material provided by Us to enable You to begin using the Services.

Supplier means other carriers, telecommunications service providers, software or Equipment suppliers.

Tax Invoice has the definition given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

We, Us, Our means Dodo.

You, Your means Our Customer.

2. Our Customer Terms

2.1 Our Customer Terms are made up of:

- (a) these General Terms;
- (b) terms of any applicable Offer; and
- (c) our Schedule of Charges.

2.2 If a term in Our Customer Terms is uncertain, then if it is reasonable in all the circumstances to do so, the interpretation that is most favourable to You, will apply.

2.3 You enter into these Customer Terms when You begin using the Service.

2.4 The Service will be supplied under Our Customer Terms. In the event of inconsistencies within Our Customer Terms then the following priority will apply:

- (a) the applicable Offer;
- (b) these General Terms; and
- (c) the Schedule of Charges.

2.5 The agreement between You and Us will be governed by the laws of Victoria.

3. How can We change anything in Our Customer Terms

3.1 From time to time, We may need to change Our Customer Terms. If We reasonably believe that any amendment to Our Customer Terms will benefit You or have a neutral impact on You We can make the amendment(s) immediately. For example, We do not have to give a period of notice to You when We reduce call rates or increase Our obligations to You. We will take reasonable steps to bring the general nature of such changes to Your attention (for example, by providing notice to You on Our website (globalsim.dodo.com)).

3.2 If We reasonably believe that an amendment to Our Customer Terms will have a detrimental impact on You (for example, if We decide to withdraw all or any offers and/or increase the pricing of Your Service), We will provide You 21 days notice by putting that notice on Our website (globalsim.dodo.com). If You have any credit in Your prepaid mobile account at the time that We make an amendment under this clause 3.2 then We will continue to provide You the Service on

the same terms and conditions that existed when first You obtained that credit. However, upon Your next recharge of Your prepaid mobile account after expiry of the 21 day notice under this clause 3.2, You are deemed to have accepted the changes to Our Customer Terms and the amended Customer Terms will then govern the relationship between You and Us from that date.

4. Service Features

- 4.1 The Service is not available in all countries. It is Your responsibility to check that mobile coverage exists at the location(s) at which the Service is to be used. You may obtain a list of currently participating countries by visiting the Our website (globalsim.dodo.com). Even if the Service is available in Your area, We cannot guarantee that:
- (a) the Service is available in each place within an area where there is coverage;
 - (b) drop outs will not occur during a call; and
 - (c) there will be no congestion on Our Network.
- 4.2 To be able to connect to the Service, You will need to insert Your SIM card into Your phone.
- 4.3 When You recharge the SIM card, the correct details for the person who will be using the Service must be provided. By recharging the SIM card, You warrant that the correct details have been provided to Us.

5. Telephone Numbers

- 5.1 We will issue You with a phone number for international use. You cannot make or receive calls using this phone number while You are in Australia. We do not confer any ownership or legal interest or goodwill in any telephone number issued to You. You are not entitled to continue to use any telephone number We issue to You after the expiration or termination of Your Service.

6. Credits

- 6.1 For details on how to recharge Your credit, see globalsim.dodo.com.
- 6.2 You cannot make a call for which the credit on Your prepaid account is insufficient to meet the minimum call credit required for that call (unless You are making a call to emergency services or to credit card recharging).
- 6.3 We may terminate a call without notice if the credit on Your prepaid account runs out during that call.
- 6.4 The credit on Your prepaid account will expire on the later of 90 days from the date You first use Your Dodo Global SIM or 90 days from the date of Your last recharge. At the time of expiry, any unused credits will be forfeit. You cannot claim a credit or a refund for any such forfeited credits.
- 6.5 Each time credits are added, a fresh credit validity period begins for those additional credits. The previous balance rolls over when You recharge.
- 6.6 If the credit on Your prepaid account has expired and/or is zero, You must add fresh credit within 6 months. If You do not do so, We may cancel the Service without notice and reallocate Your number to another customer. If You add even the minimum credit denomination during that 6 month period, the Service will be fully restored.
- 6.7 You may be able to continue to receive SMS within 3 months of the date the credit on Your prepaid account has expired and/or is zero. However, after the expiry of that 3 month period, We may cancel this facility without notice to You (unless You have recharged Your credit in the interim).

7. Mobile Number Portability

- 7.1 You will not be able to Port a MSN You have obtained from another Supplier to Us.

8. Faults & Service Issues

- 8.1 As soon as You become aware of any fault in the services, You must report that fault by calling Our Customer service centre operates 24 hours a day, 7 days a week. We will take reasonable steps to ensure that the fault is attended to expeditiously. However, please note that We do rely on the services of Our Network provider to deliver these services on Our behalf.
- 8.2 To obtain the Service, You will need to purchase a Starter Pack or SIM Pack. You agree that We may subject the information that You submit to Us to a verification check. If purchasing via Our website and Your order is accepted, the SIM Pack or Starter Pack will be dispatched to you. The order will be delivered to the delivery address You specify in the order. The SIM card is ready to use when You receive it.
- 8.3 The SIM card remains Our property at all times. You must take reasonable care to keep the SIM card safe and in good condition and must notify Us as soon as possible if it is lost, damaged or stolen. You will be liable for the charges incurred through the use of the Service supplied in relation to Your SIM card (including the charges incurred through the use of the Services where Your SIM card has been lost, stolen or damaged (whether activated or not) prior to Us being notified of the loss or theft).
- 8.4 We will be under no obligation to replace any SIM card or recharge voucher which has been lost or stolen. We may charge You a replacement fee (at the rate shown in Our Schedule of Charges) if You have lost or damaged Your SIM card or recharge voucher.
- 8.5 If Your mobile phone appears to be faulty or interferes with the Service, We are entitled to require You to:
 - (a) provide Your mobile phone to Us to inspect; and/or
 - (b) cease using that mobile phone until the problem is corrected.

9. Charges

- 9.1 Our Charges are set out in Our Schedule of Charges. The Charges You must pay Us for the Services may vary according to Your use of the Service (and any value added features of the Service); the type of Customers; the origin and destination of the call; volume of the calls made and received during the period; and any applicable rebates or discounts that might apply to that particular call or particular Customer. All Charges are inclusive of GST unless otherwise stated.
- 9.2 Before You are able to use the Service, You must have a sufficient credit balance on Your prepaid account and You must recharge that account as Your credit is used up. The cost of each call, and where applicable, the cost of the Inbound Call Surcharge will be deducted from the then current credits on Your prepaid account. You will not be sent any bills, invoices or statements.
- 9.3 Where a Service change is initiated by You, this may result in the following:
 - (a) You forfeit any remaining call credits; and
 - (b) You may become ineligible for special offers associated with other bundled services offers which You receive from Us.
- 9.4 You will not be charged for:
 - (a) unsuccessful calls; and
 - (b) calls to emergency service numbers (generally 112, 911 or 999 but please check the correct emergency number for each country You plan on using the Service in).
- 9.5 You may be charged an Inbound Call Surcharge when You receive calls whilst You are International Roaming. This depends on the country in which You are located at the time of receiving the call. A list of the countries in which You will be charged an Inbound Call Surcharge and the applicable rate of the Inbound Call Surcharge are set out in Our Schedule of Charges. A list of the countries in

which You will not be charged an Inbound Call Surcharge for receiving calls is also set out in Our Schedule of Charges.

- 9.6 Subject to clause 9.7, credits cannot be converted into or redeemed as cash and cannot be applied against any other services that You may have with Us.
- 9.7 If We cancel the Service for Our convenience or Our breach, We will:
 - (a) refund any unexpired pre-paid credits; or
 - (b) with Your consent, apply those credits for use on another service You have with Us.
- 9.8 Where the Service is cancelled for any reason other than Our convenience or Our breach, any credits remaining on cancellation of the Service will be forfeit.

10. Your responsibilities

- 10.1 You must co-operate with Our reasonable requests in connection with the Services.
- 10.2 You are responsible for all Equipment supplied by You for use in relation to the Services. In particular, You are responsible for any issues arising in relation to any handset provided by You. You must only connect Equipment in connection with Our Services that complies with the relevant technical and interconnection standards that are applicable from time to time. In addition, You must make any changes to Your Equipment in connection with Our Services that We reasonably ask, in order to avoid danger or interference that Your Equipment may cause.
- 10.3 You are responsible for all use of Your phone until You notify Us that Your phone has been lost or stolen (and for all credits deducted as a result), even if someone uses Your phone without Your permission.

11. Use for intended purpose

- 11.1 Our Customer Terms and/or the terms and conditions attached to a particular Service or Offer may state that a Service or Offer is provided to You for an intended purpose and is subject to certain restrictions and conditions. For example, from time to time, to ensure that certain Offers relating to Our Services are sustainable, those Offers may be subject to conditions which aim to ensure reasonable usage of the Services. You must only use the Service or Offer for purpose for which, and subject to the restrictions and conditions on which, it is supplied to You by Us. You can obtain a copy of the terms and conditions of any of Our Offers by visiting globalsim.dodo.com.

12. Breaching laws or regulations

- 12.1 You must not use any of Our Services to breach any laws or regulations or allow anybody else to do the same.
- 12.2 In particular, You must not use the Services or permit any other Person to use the Services to:
 - (a) menace or harass or incite hatred against any Person; or
 - (b) intentionally cause damage or injury to any Person or property; or
 - (c) expose Us or any of Our Suppliers to the risk of any legal or administrative action including prosecution under any law, or do anything which could bring Us or any of Our Suppliers into disrepute; or
 - (d) publish any material that is illegal or defamatory, a breach of copyright or confidentiality, or which may promote others to engage in illegal or defamatory activities; or
 - (e) infringe any Person's Intellectual Property rights; or
 - (f) circulate spam or any virus; or
 - (g) engage in any illegal activity.

13. Suspending or terminating Your Service

- 13.1 We may suspend or terminate a Service if:

- (a) You materially breach these Customer Terms and/or Our Fair Go Policy;
 - (b) an emergency occurs or We reasonably believe it is necessary to do so, in order to maintain, repair or restore the Service, or any part of Our Network, or for other similar operational reasons;
 - (c) in order to comply with the law or other regulatory authority or We reasonably believe that providing the Service to You is illegal;
 - (d) We reasonably suspect fraud, attempted fraud or other illegal conduct by You or any other Person using Your Service (including fraudulent recharge behavior);
 - (e) You fail to add at least the minimum credit denomination within 6 months of the date Your credit expires;
 - (f) We believe or We are informed by law enforcement authorities that they believe, the identification evidence provided by You is false or inadequate; or
 - (g) You transfer Your SIM card to another party without obtaining Our consent, or do not provide sufficient details of the identity of that other party.
- 13.2 We will take all reasonable steps in the circumstances to notify You before We suspend or terminate a Service, and if We are unable to give You reasonable Notice We will attempt to contact You by telephone. If suspension is due to Your breach or fault, You will forfeit any then current credit. If You are unhappy with any suspension or termination, please let Us know by sending Us a Notice or by contacting our Customer Service centre on 13 3636 from Australia or +61 3 8256 6701 from overseas.
- 13.3 If a Service provided under these Customer Terms is terminated for any reason other than Our breach or convenience, You will forfeit any then current credit.

14. Terms implied by law

- 14.1 Consumer legislation may imply terms, conditions or warranties into contracts for the supply of goods or services that cannot be excluded, restricted, modified or limited (for example, that services must be provided with due care and skill and goods must be reasonably fit for their purpose and be of a certain quality). In the event that a term, condition or warranty is implied into Our Customer Terms and We breach that implied term, condition or warranty then We accept liability for that breach.
- 14.2 Where We are permitted to limit Our liability, Our liability for breach of a term, condition or warranty implied into Our Customer Terms by law will be limited (at Your option) to:
- (a) in the case of goods, repairing the goods, replacing the goods or supplying equivalent goods, or paying You the cost of that repair, replacement or equivalent supply; and
 - (b) in the case of Services, resupplying the Services to You or paying You the cost of having the Services resupplied. We exclude all terms, conditions and warranties that, in the absence of this clause, would otherwise be implied into these Customer Terms, except to the extent that such exclusion is prohibited by law.

15. When We are not liable or limit Our liability

- 15.1 We have no liability to You or to any other Person for any faults or defects in Services or software which are caused to any material extent by Your own conduct or misuse or for any indirect loss or damage incurred by You (including but not limited to loss of profit, loss of revenue, loss of business, loss of goodwill and loss of contract).
- 15.2 We will not be liable for any failure or delay in Our performance of any obligation under the Customer Terms if an event occurs that is beyond Our control, for example an explosion, natural disaster, earthquake, war (declared or undeclared) or act of God.

15.3 Except where clause 14.2 applies and except in the case of negligence, to the extent permitted by law, We limit Our liability in aggregate for any loss or damage suffered by You to the amount paid by You to Us in the 12 months immediately preceding the date of that loss or damage.

16. Your liability to us

- 16.1 As the Customer for a Service, You are liable for all Charges and any other obligations relating to the Service.
- 16.2 Unless expressly stated elsewhere in these Customer Terms, You are not liable to Us in contract, tort (including negligence) or otherwise, for any indirect loss or damage incurred by Us (including but not limited to loss of profit, loss of revenue, loss of business, loss of goodwill and loss of contract).

17. Personal Information

- 17.1 We will collect, use and disclose Your personal information for the purposes of providing You with the Services and for the purposes set out in Our Privacy Policy. We will comply with the *Privacy Act 1988* when using Your personal information and by using the Service You consent (for the purposes of the *Privacy Act 1988*, the *SPAM Act 2003* and any other applicable legislation) to Us collecting, using and disclosing this information in accordance with this clause and Our Privacy Policy. Our Privacy Policy can be viewed on Our website at globalsim.dodo.com.
- 17.2 From time to time, We may use Your information to tell You about other Dodo products, Services or bundled offerings. You may stop receiving direct marketing from Us by sending Us an email at privacy@dodo.com.au or by calling Us on 13 3636 from Australia or +61 3 8256 6701 from overseas.

18. Special Assistance

- 18.1 If You have difficulties with the English language, You or a nominated Person can arrange an interpreter by contacting the Translation and Interpreter Service on 131 450.
- 18.2 If You have a hearing impairment You or a nominated person should contact the National Relay Service by phoning 133 677. The National Relay Service will be able to assist You to call Us. The National Relay Service has different numbers for different needs and You should consult Your directory to obtain the number that best meets Your needs.

19. Assignment

- 19.1 We may assign Our rights and obligations under these Customer Terms to:
- (a) a Related Body Corporate (being a company within Our corporate group);
 - (b) one of Our service providers for the purposes of outsourcing and resupplying Our Services to You; and
 - (c) a purchaser of the applicable part of Our business, on the condition that the assignee provides the Services to You on the same terms and conditions as We provide them to You. We will give You 7 days prior Notice of any assignment.

20. Severance

- 20.1 If any term (or part of a term) in Our Customer Terms is void or unenforceable, that term (or part) will be severed and the remaining terms will not be affected.

21. Entire Agreement

21.1 Our Customer Terms govern Our agreement and contain the entire understanding between You and Us to the exclusion of any prior or collateral agreement or understanding of any kind relating to a Service.

22. Waiver

22.1 The failure by either of Us to exercise any right or remedy under these Customer Terms in a timely manner will not constitute acceptance of the matter which gave rise to the right or remedy, nor either or Our waiver of such right or remedy.

23. Support

23.1 If you have any concerns about the Services We are supplying you, you should contact our Customer Service centre on 13 3636 from Australia or +61 3 8256 6701 from overseas.