

Pre-Paid Customer Terms

1. OUR CUSTOMER TERMS

We, Konec Mobile Pty Ltd ABN 34 650 761 667 ('we', 'us', 'our' and 'Konec'), provide our "Konec Mobile" branded pre-paid mobile communications goods and services on these terms and conditions (**Customer Terms**).

Telecommunications legislation allows us to enter into standard customer terms with you (a **Standard Form of Agreement**). These Customer Terms are a Standard Form of Agreement, and both we and you are bound by this agreement unless – we have entered into different terms with you.

Our Customer Terms apply to Konec Mobile-branded Pre-paid Mobile Plans and Add On Pack (the **Service(s)**) purchased on or 30th August 2023.

In addition to these terms and conditions, you must comply with all Policies applicable to the Service, including our Privacy Policy. These can be found on our website <https://www.konec.com.au/policies> (our **Policies**).

By using the Services you agree to be bound by our Policies, and the Customer Terms.

2. YOUR CONTRACT

(a) **Your Contract** with us for the Services consists of:

- (i) Plan Terms;
- (ii) Rate Tables;
- (iii) these Customer Terms;
- (iv) your application for the Service;
- (v) our Policies and Forms.

In case of any inconsistency, a document listed earlier above prevails over a document listed lower.

(b) You may obtain a copy of the current version of the above documents from us on request or at <https://www.konec.com.au/>

3. THE SERVICE

(a) We are responsible for supplying the service to you.

(b) We supply the Service to you using the Telstra Wholesale Mobile Network, operated by Telstra Limited (**The Carrier**). We are not affiliated with or related to the Carrier. Learn more at www.telstrawholesale.com.au/mobile-network.

(b) You acknowledge and agree that we rely on certain third party service providers to provide the Service to you, and we do not control nor are we responsible for the actions of these third party providers.

3.2 The Service

Depending on what you purchase from us under Your Contract, the Service includes:

(a) "**Mobile Plan**" – where you prepay an amount that entitles you to:

- (i) unlimited standard national call minutes;
- (ii) unlimited standard national SMS;
- (iii) limited standard/video national MMS;
- (iv) a data send/receive allowance to use nationally;
- (v) In some cases, unlimited international calls and SMS from Australia to standard numbers overseas.
- (vi) the right to purchase a Data Pack for an extra charge;
- (vii) the right to purchase an International Calling Pack for an extra charge that gives you an allowance of minutes to call selected locations overseas from Australia;
- (viii) the right to purchase a Pay As You Go (**PAYG**) pack for an extra charge that enables you to send international SMS and non-video MMS to selected locations from Australia; and
- (ix) any other entitlements we offer.

These Plans have the words "Mobile Plan" in their advertised product name and are always **Pre-Paid Plans**.

Mobile Plans cannot be used in conjunction with a Wearable Device.

Recharging from a Mobile Plan to a Wearable Plan is not permitted.

(b) "**Wearable Plan**" – where you prepay an amount that entitles you to:

- (i) unlimited standard national call minutes;
- (ii) unlimited standard national SMS;
- (iii) a data send/receive allowance to use nationally;
- (iv) the right to purchase a Data Pack for an extra charge;
- (v) any other entitlements we offer.

These Plans have the words "Wearable Plan" in their advertised product name and are always **Pre-Paid Plans**.

Wearable Plans can only be used in conjunction with a Wearable Device, not a Mobile Phone/Tablet/Modem. A Wearable Device is any electronic device that can be worn as an accessory, capable of transmitting and receiving data via the internet.

Recharging from a Mobile Plan to a Wearable Plan is not permitted.

(c) "**Data Pack**" – where you prepay an amount, which gives you access to data in addition to the data allowance of a Mobile Plan or Wearable Plan. You must have an active and current Mobile Plan or Wearable Plan to purchase and use a Data Pack.

- (vi) You can only have one Data Pack on your Mobile Plan or Wearable Plan Service at any one time.
 - (vii) If you have a Mobile Plan with a Data Pack and then purchase another Data Pack, any remaining data in the first Data Pack may be eligible for Data Banking (for more information see clause 13 of these terms and conditions).
 - (viii) If you have a Wearable Plan with a Data Pack and purchase another Data Pack, any remaining data in the first Data Pack will be forfeited and not refunded.
- (c) **"International Calling Pack"** – where you prepay an amount that allows you to make a total of 120 minutes of calls to 42 eligible locations from Australia. You must have an active and current Mobile Plan to purchase and use an International Calling Pack.
- (i) You can only have one International Calling Pack on your Mobile Plan Service at a time. If you have an active International Calling Pack, and then purchase another International Calling Pack, any remaining minutes in the first will be cancelled and not refunded.
 - (ii) International Calling Packs cannot be added to a Wearable Plan.
- (d) **"Pay as You Go (PAYG) Pack"** – where you prepay an amount that allows you to send standard international SMS and non-video MMS from Australia at a set price per message (see the PAYG rates). You must have an active and current Mobile Plan to purchase and use a PAYG Pack.
- (i) You can only have one PAYG Pack on your Mobile Plan Service at a time. If you have an active PAYG Pack, and then purchase another PAYG Pack, any remaining Credits in the first will be cancelled and not refunded.
 - (ii) PAYG Packs cannot be added to a Wearable Plan.
- (e) **International Roaming** is not available on Konec Mobile Plans or Wearable Plans.
- (f) **VoLTE or Voice over Long-Term Evolution (VoLTE)** allows customers to make and receive phone calls on compatible mobile phones using Telstra's 4G network. VoLTE calls are sent over the 4G network instead of the 3G network. Your mobile plan is able to make and receive VoLTE calls on your mobile phone while in a 4G only coverage area, provided that VoLTE is enabled on your handset. To check if your device supports VoLTE, you will need to contact your device manufacturer. We use the Telstra Wholesale Mobile Network, learn more at www.telstrawholesale.com.au/mobile-network.m The Telstra Wholesale Mobile Network coverage area reaches more than 98.8% of the Australian population with 3G*, 4G or 5G and covers more than 1.6m square kilometres of the Australian landmass. The service provides 4G coverage reaching at least 98.7% of the Australian population and at least 75% with 5G.
- * At end June 2024 3G network services will cease.
- (g) **Wi-Fi Calling**
- (i) Wi-Fi Calling allows you to make voice calls over a compatible Wi-Fi network. If you are connected to a compatible Wi-Fi connection and Wi-Fi calling is enabled on your handset, your voice calls will connect over Wi-Fi by default.
 - (ii) To use Wi-Fi calling you must have a Wi-Fi compatible handset, have Wi-Fi calling enabled in your settings and have an active Mobile Plan or Wearable Plan.

- (iii) Wi-Fi calls within Australia are treated as a standard call in the unlimited inclusion on Konec Mobile Plan and Wearable Plan so there is no charge. Wi-Fi calls will consume data from the Wi-Fi network you are connected to, not your plan data allowance.
- (iv) Wi-Fi calls from overseas back to Australia only are treated as a standard call in the unlimited inclusion on Konec Mobile Plan and Wearable Plan so there is no charge.

Wi-Fi calls will consume data from the Wi-Fi network you are connected to, not your plan data allowance. If you move out of Wi-Fi range while on a Wi-Fi call back to Australia, the call will be disconnected

4. PLANS

4.1 Plan and SIM Selection

- (a) When you purchase a Konec Mobile SIM pack through our website or one of our retailers, the SIM card has a predetermined value (as advertised) that can be redeemed towards the purchase of one of our Plans.
- (b) You can use the stored value on the SIM to purchase a Plan of the same value as that shown on the packaging or a Plan of a higher value by making an extra payment. At activation, you cannot select a Plan that has a lower value than that shown on the packaging and stored on the SIM card.

4.2 Rate Tables

- (a) Some Plans do not have separate rate for making a call, sending a standard SMS, etc (e.g., where the Plan includes an unlimited allowance of standard minutes or unlimited standard SMSs.)
- (b) Where a separate cost does apply for using the Service (e.g., sending an international SMS/non-video MMS under a PAYG Pack added to the Service), the applicable rates and charges are set out in the **Rate Tables** in the Rates section of our website. Please check the Rate Tables carefully to see what fees and charges apply to your use of the Service.

4.3 Charges

- (a) Pre-Paid Mobile Plans and Wearable Plans may have their own price, description, entitlements, features, limitations, period at which the unused values or prepayments on that Plan expire (the **Credit Expiry Period**), and special conditions.
- (b) Pre-Paid Plan terms may refer to "charge", "cost" or similar for using one of our Services. In the case of Pre-Paid Plans, these words refer to a deduction of that amount from your Credits. They do not mean that you will receive a bill for additional payments.

4.4 Expiry and Discontinuing Plans

- (a) Services expire at their Credit Expiry Period. After the Credit Expiry Period for a Service, any remaining Credits are cancelled – except if a Data Bank exception applies (see clause 13). Unless we are required by applicable laws, we do not provide refunds on Credits lost at the Credit Expiry Date.
- (b) To the extent permitted by applicable laws, we may discontinue Plans, make a Plan unavailable for future Recharge, impose eligibility criteria on future Recharges, or otherwise restrict or limit a Plan's availability to you.

5. YOUR USE OF THE SERVICE

5.1 Eligibility

(a) To use the Services you must:

- (i) be 16 years of age;
- (ii) have a compatible phone handset, tablet or wearable device. You are responsible for purchasing (from us or elsewhere) or supplying the device and for its ongoing maintenance and costs;
- (iii) buy a Konec Mobile SIM card and Pre-paid Plan; and
- (iv) if your SIM card is not already activated, activate it either at www.Konec.com.au, via our app or by calling 1300 4 KONEC (1300 456 632) (normal charges apply)

5.2 Personal use only

(a) You may use the Service for personal use only.

(b) You **must not**

- (i) use the service for non-personal use.
- (ii) use software (such as automated agents) to maintain a connection or to reconnect when you are not personally using such connection;
- (iii) download software or other material for sale, distribution or other non-personal use;
- (v) attempt to make more than one simultaneous connection to the Service;
- (v) stay connected to the Service continuously for an unreasonable amount of time;
- (vi) run a telemarketing personal or call centre;
- (vii) use the service as a call collection service and or for call redirection to call centres, call sinks or mass termination services;
- (viii) re-supply or resell the service;
- (ix) use the service to transit, refile or aggregate domestic or international traffic on the network;
- (x) use the service with devices that switch or reroute calls to or from the network or third party;
- (xi) use the service for machine to machine or IoT (Internet of Things) use;
- (xii) use the service in fixed alarm systems;
- (xiii) use the service with a Mobile Plan in any wearable device, smart watch or GPS/tracking device;
- (xiv) Use the service with a Wearable Plan in any device that is not an electronic device that can be worn as an accessory, capable of transmitting and receiving data via the internet;
- (xiv) use the service to facilitate voice calls over IP protocol (VoIP) as an alternative to standard circuit switched voice calls;
- (xv) use the service to send or receive SMS over an IP network as an alternative to standard SMS messages);
- (xvi) generate mobile calls and/or SMS messages to derive terminating access payments;
- (xvii) generate voice and/or SMS traffic using SIM boxing or any automated generation arrangement;

- (xviii) generate voice calls and SMS traffic for purposes other than providing a communications service

5.3 Non-Compliance with Your Contract

- (a) You must always use the Service in accordance with Your Contract, including these Customer Terms. If you do not comply with these Customer Terms then we may be entitled to suspend or terminate the Service and Your Contract with us, including for the reasons set out in clause 21.
- (b) Without limiting clause 5.3(a), we may take steps to minimise the risk of fraudulent, illegal or other non-permitted use (these types of uses are often associated with extreme levels of voice calls and SMS). For security reasons, we may not pre-publish full details of measures we take to prevent these prohibited uses, however, steps we take may include requesting you to contact our support team to confirm extreme call volumes are legitimate personal use by you. Please respond promptly to these requests so we can avoid impacts on your Service.

6. SIM CARD ACTIVATION

6.1 Activation

- (a) You must activate your SIM card before any expiry date shown on the SIM pack (if any). If you do not, the SIM card may be cancelled and unable to be activated. Any value associated with the SIM card will be forfeited when it expires.
- (b) You may only have 10 activated Konec Mobile SIM cards in your name at one time.
- (c) When activating a SIM card, you'll need to:
 - (i) provide us with your full name, date of birth, contact phone number, residential address and email address, and other information as requested;
 - (ii) complete an identity verification as required by law; and
 - (iii) select and pay for any Mobile Plan that you want to have access to.

6.2 Ownership and care of the SIM Card

- (a) We own the SIM card and it remains our property at all times.
- (b) We may request that you return the SIM card if we issue you with a replacement SIM card or if we no longer supply the Service to you.
- (c) You must not interfere with or impair the operation of the SIM card.
- (d) You must keep the SIM card secure and only use it to access the Service.

7. CHARGES

- (a) You pay for the Service by buying and prepaying a Mobile Plan or Wearable Plan and any optional Data Pack, International Calling Pack or PAYG Pack (if available) that you choose.
- (b) From the start of your Plan or Pack and during the validity period (being the period during which your Plan or Pack is valid, e.g. 30, 90 or 365 days) (**Validity Period**), your upfront payments cover all charges up to the limit (if any) of your prepaid entitlements (**Credits**). The Credits in your pack are depleted by each use of the Service. When your Credits for your Plan

or Pack have been used up or expired, you must Recharge your Plan or purchase another Pack (as required) to continue using that part of the Service.

- (c) Your Credit amount to send/receive data is reduced by the amount of data you send/receive, with each data transmission being rounded to the nearest kilobyte. Your Credit amount in an International Calling Pack is reduced per minute used for calls. Your Credit amount in a PAYG Pack is reduced by each International SMS and/or International non-Video MMS.
- (d) Our Carrier does not promise refunds or credits where the Service is disrupted or unavailable for any period. For that reason, and so that we can offer low prices to our customers, unless we are required to do so by an applicable law, we do not promise refunds or credits for periods of Service disruption or non-availability.

8. TRANSFERRING AND FORFEITING CREDITS

8.1 Transfers

- (a) Subject to clause 8.2, Credits cannot be converted into or redeemed as cash, refunded or otherwise credited.
- (b) Except where we expressly give you the option to apply all or part of your Credits or inclusions to other mobile services, such as Data Gifting (see clause 9), you may not do so.
- (c) We will transfer any existing Credits:
 - (i) if your SIM card is lost, stolen or damaged and you purchase a new SIM card for use with the Service; and
 - (ii) where your phone number is changed in accordance with clauses 16.1(c) and 16.1(d).

8.2 Cancellations

- (a) If we cancel the Service for convenience, we will:
 - (i) refund any Credits, not including any special offer Credits that may have been applied; or
 - (ii) with your consent, apply those Credits for use on another service you have with us.
- (b) If the Service is cancelled for any reason than (including under clause 21), any remaining Credits are cancelled.

9. DATA GIFTING

- (a) If you have a Mobile Plan on your Service, you may gift up to 50% of the included data allowance in every Validity Period to another active Konec Mobile Plan customer (**Gifted Data**). Subject to the requirements in clause 9 (b) there are no limits on the number of times you can gift data.
- (b) The following terms apply to gifting under clause 9(a):
 - (i) Before gifting, you must have a minimum of 1152MB of data remaining on the Mobile Plan;
 - (ii) gifting can only be done in 1GB increments, up to a maximum of 50% of the included Plan data in each Recharge period; and

- (iii) you cannot gift data from a Data Pack or from your Data Bank or any Campaign or bonus data.
 - (iv) you cannot gift data that you have been gifted.
- (c) You can only receive Gifted Data if you have an active Mobile Plan on your Service. Any Gifted Data that you receive:
- (i) will be utilised before any Data Pack, included data allowance and Data Bank; and
 - (ii) may be eligible for Data Bank if Data Bank criteria is met (see clause 13).
- (d) Gifted Data cannot be returned to the gifting customer. Data gifting cannot be used between customers to facilitate circular or re-gifting.
- (e) Data Gifting and Receiving is not available on Konec Wearable Plans.

10. MINIMUM CREDIT

- (a) You must have a Mobile Plan or Wearable Plan on your Service to make outgoing calls, send SMS or MMS and use data.
- (b) If your SIM card has been activated but your Mobile or Wearable Plan has expired:
- (i) you can receive calls and SMS;
 - (ii) you can make calls that are designated as free e.g. to emergency services; and
 - (iii) you can make calls to Konec on 1300 4 KONEC (1300 456 632),
but you cannot otherwise use the Service.
- (c) You cannot use data unless you have data Credits under any Mobile Plan or Wearable Plan (including any Data Pack, Data Gift, Data Bank (if applicable)). If your data runs out during a data session, that session will be automatically terminated. If you have no data, you will need to access a Wi-Fi connection on your handset to Recharge via our website or app.
- (d) You cannot send an international SMS unless they are included in your Mobile Plan or the cost of the SMS or non-video MMS is more than the available credit in your PAYG Pack.
- (e) You cannot make an international call unless they are included in your Mobile Plan or you have remaining minutes in your purchased International Calling Pack. If the minutes run out during an international call, it will be automatically terminated.

11. CREDIT EXPIRY

11.1 Mobile Plans

- (a) Except where Data Bank applies (see clause 13), on the expiry of a Mobile Plan Validity Period all remaining Credits and inclusions are cancelled. Validity Periods are as follows:
- (i) Konec \$60 Mobile Plan expires 90 days after Recharge;
 - (ii) Konec \$25 and \$35 Mobile Plans expire 30 days after Recharge; and
 - (iii) Konec \$259 Mobile Plan expires 365 days after Recharge.

11.2 Wearable Plans

(b) On the expiry of a Wearable Plan Validity Period, all remaining Credits and inclusions are cancelled. Validity Periods are as follows:

- (i) Konec \$60 Wearable Plan expires 180 days after Recharge;
- (ii) Konec \$110 Wearable Plan expires 365 days after Recharge.

(c) All plans expire at 11:59pm AEDT/ADST on the abovementioned days.

11.3 Data Pack

(a) A Data Pack expires at 11:59pm AEDT/ADST, 30 days after purchase. The Data Pack expiry date may differ from the expiry date of your Mobile Plan or Wearable Plan depending on the purchase date.

(b) Unused Data Pack data may be eligible for Data Banking (see clause 13 for details).

(c) If you do not meet the criteria for Data Banking, on expiry of the Data Pack any unused data is cancelled and will not be refunded.

11.4 International Calling Pack

(a) An International Calling Pack expires at 11:59pm AEDT/ADST, 30 days after purchase. The International Calling Pack expiry date may differ from the expiry date of your Mobile Plan, depending on the purchase date.

(b) On expiry of the International Calling Pack, or when another International Calling Pack is added by you, the existing unused minutes are cancelled and will not be refunded.

11.5 Pay As You Go (PAYG) Pack

(a) PAYG Pack expires at 11:59pm AEDT/ADST, 365 days after purchase. The PAYG Pack expiry date may differ from the expiry date of your Mobile Plan, depending on the purchase date.

(b) On expiry of the PAYG Pack, or when another PAYG Pack is added by you, any unused credit is cancelled and will not be refunded.

11.6 No obligation to notify about expiry of Credits

If your Credits have or are about to be cancelled, we may notify you, but we are not obliged to.

12. RECHARGES

12.1 How to Recharge:

(a) You may add additional prepayments (a **Recharge**) your Service:

- (i) via the Konec app;
- (ii) through your account on our website at <https://www.konec.com.au/> or
- (iii) by calling us on 1300 4 KONEC (1300 456 632)].

(b) To recharge your Pre-Paid Service with a credit/debit card, we require you to register your payment details on your account via our app or on our website.

12.2 Limits on Recharges:

(a) We may:

- (i) limit the number of payment methods you may register;
- (ii) limit the number of times you may change the registered payment method used to Recharge your Service; and
- (iii) place a maximum or minimum credit limit on each transaction or on your Service.
- (iv) Restrict the plans you may recharge from and to.

12.3 Default Auto Recharge

- (a) Subject to clause 12.2, automatic recharge (**Auto Recharge**) is the default option on all Mobile Plans and Wearable Plans.
- (b) Auto-recharge will commence prior to at 23:59 on the last day of your Validity Period.
- (c) You can disable Auto Recharge during activation or at any time thereafter from your account using our app or website.

12.4 Managing Recharges

- (a) Other than where required by applicable laws, we are not liable to you for any delay or failure of a Recharge (including an Auto Recharge).
- (b) It is your responsibility to check that each Recharge has been successfully processed. We may SMS or email you to confirm that a Recharge has been successfully processed, but we are not obliged to.
- (c) You will be able to access your Recharge and usage history for the previous 3 months' (up to a maximum of 500 transactions) online by logging into your account via app or our website.

12.5 Passive State and Cancellation on Expiry

- (a) If your Mobile Plan or Wearable Plan has expired and you do not recharge your mobile number, it will enter a passive state during which:
 - (i) you can receive calls and SMS;
 - (ii) you can make calls that are designated as free e.g. to emergency services; and
 - (iii) you can call us on 1300 4 KONEC.
 but you cannot otherwise use the Service.
- (b) We may send you an alert that your Service is about to enter a passive state but we are not obliged to.
- (c) Your Service will remain in the passive state for a maximum of **180 days** and you can Recharge at any time to return it to an active state.
- (d) If you do not recharge your Service while it is in the Passive State, it will expire and all incoming and outgoing Services will be barred. We may send you alert that your Service is about to expire, but we are not obliged to.
- (e) Your Service will remain in the expired state for a maximum of **30 days** and you can Recharge at any time to return it to an active state.

- (f) Once the 30-day expired state period as elapsed, your Service will be cancelled and disconnected, which may result in the permanent loss of the phone number associated with that Service. We may send you a cancellation alert, but we are not obliged to.

13. DATA BANK

13.1 Applicability

- (a) Data Bank is only available on Konec Mobile Plans, and to "eligible data".
- (b) Data Bank is not available on Wearable Plans.
- (c) **"Mobile Plan"** means all Mobile Plans (subject to sections 13.2(a) below) as defined in the Critical Information Summary document.
- (d) **"Eligible Data"** for an Eligible Mobile Plan means:
 - (i) all unused data (if any) that is part of the standard data allowance of an eligible Mobile Plan;
 - (ii) unused campaign/welcome data (if applicable and if any);
 - (iii) unused Data Pack data (if any);
 - (iv) unused gifted data (if any); and
 - (v) existing Data Bank balance (if any).

13.2 Data Banking

- (a) Subject to Data Bank Limit, Eligible Data on your Mobile Plan will automatically be added to your Data Bank when you recharge:
 - (i) From a \$60 Mobile Plan to another \$60 Mobile Plan, or a \$25, \$35 or \$259 Mobile Plan
 - (ii) From an \$25 Mobile Plan to another \$25 Mobile Plan or a \$35 or \$259 Mobile Plan
 - (iii) From a \$35 Mobile Plan to another \$35 Mobile Plan or a \$259 Mobile Plan
 - (iv) From a \$259 Mobile Plan to another \$259 Mobile Plan and
 - (v) that Recharge is added no later than 48 hours after the first Mobile Plan expired.
- (b) If you recharge with an ineligible plan within 48 hours of expiry, unused data from your first plan will be banked but any previously banked data will be forfeited.
- (c) If you recharge with any plan more than 48 hours after expiry, your first plan's unused data allowances and any previously banked data will be forfeited.
- (d) The maximum amount of data you can bank for Mobile Plans is 500GB. Any unused data in excess of this limit will be forfeited and not refunded or reinstated.

14. DATA CONSUMPTION

- (a) Data will be consumed in the following order of priority:
 - (i) Gifted Data;
 - (ii) Welcome Data* (which may be offered to customers from time to time, at our sole discretion);

- (iii) Data Pack;
- (iv) Campaign Data* (if any);
- (v) Included Plan Data; and
- (vi) Data Bank Data.

*Welcome Data is a "sign on" data bonus, and Campaign Data is a recharge incentive, we may make these Data offers available to customers from time to time for a limited time.

(b) We may notify you by SMS when available Data Bank has been consumed, but we are not obliged to.

15. CREDIT AND DEBIT CARD PAYMENTS

(a) If you have made any payment to us using a credit or debit card:

- (i) You warrant that you are the account holder or were authorised by the account holder to use the card or account to make that payment.
- (ii) We may disclose to the account holder details of the payment including, but not limited to:
 - (A) the time, date and amount of the payment;
 - (B) your name and telephone service number; and
 - (C) the Service the payment was for,
 and you consent to such disclosure.
- (iii) We may assume that a person is the account holder if they supply us with the following information:
 - (A) the card number;
 - (B) the type of card (e.g. VISA or MasterCard or details);
 - (C) the date (accurate to within two business days, to allow for processing delay) and amount of a transaction in our favour, made using that account,
 and you consent to disclosure to such a person.

(b) If your payment is later cancelled, reversed, disputed or (if you are not the card holder) reported as unauthorised, we may (at our option):

- (i) cancel all your remaining Credits for that Service; and/or
- (ii) require you to pay for the Service you have used before cancellation; and/or
- (iii) decline to provide you with further Services until such payment has been made; and/or
- (iv) suspend your Service until a payment method acceptable to us has been provided; and/or
- (v) terminate your Service if you fail to provide an alternate payment method or repay the Recharge.

16. YOUR PHONE NUMBER

16.1 Phone numbers

- (a) If you do not already have a phone number for your mobile phone for use with the Service, we will issue you a phone number. We may, at our sole discretion, also offer you the opportunity to choose a number from a limited selection from our inventory during activation.
- (b) All phone numbers are selected, issued, and used by us in accordance with the Australian Communication and Media Authority's Numbering Plan and Telecommunications Numbering Plan Number Declarations (**Numbering Regulations**).
- (c) We may be required to vary, withdraw, suspend, or re-assign a phone number we have allocated you for us to comply with the Numbering Regulations. We will give you as much notice as is reasonably practicable if we have to do this.
- (d) If you need a new phone number because you have received calls of a harassing nature and you reported the matter to the relevant law enforcement agency, we will supply you with a new number.
- (e) You do not own the phone number and your right to use the phone number ends if you no longer obtain the service unless you transfer ('port') the phone number (see clause 16.2).
- (f) If you stop obtaining the Service and do not port the phone number, we may issue the phone number to another customer in accordance with the Numbering Regulations.
- (g) To the maximum extent permitted by applicable laws, in respect of this clause 15, we are not liable to you for any expense or loss incurred by you or related to your use of the Service due to:
 - (i) any variation, withdrawal, suspension, or re-assignment of the phone number under clause 16.1(c); or
 - (ii) your ceasing to have the right to use the phone number under clause 16.1(e).

16.2 Number Portability

- (a) You may be able to port a phone number (for which you are the **Rights Of Use Holder** or owner) to us that you have obtained from another carrier or carriage service provider when you connect to the Service.
- (b) By processing a port request during an online, app or call centre activation you:
 - (i) authorise us to sign on your behalf and in your name forms of authority to your current supplier to port your phone number to us;
 - (ii) authorise your current supplier to port your phone number to us;
 - (iii) authorise us to disclose information in the port authorisation to other suppliers in the event of dispute over porting to us; and
 - (iv) acknowledge that your existing carrier may charge you a fee or penalty and that you will remain responsible for all amounts owing to your current supplier for any services they supply to you.
- (c) If you have submitted a port request, we will use all reasonable efforts to port your phone number as soon as possible but, to the extent permitted by applicable laws, we have no liability to you for any delays in porting.

- (d) We will not charge you a fee for porting a phone number from another carrier or carriage service provider.
- (e) You must not cancel the service you have with the other carrier or carriage service provider before you port the phone number. We will inform the carrier or carriage service provider from which you have ported the phone number that you have ported the phone number and they will cancel the service.
- (f) During the activation process, we will send a six-digit code to the mobile number you are attempting to port to us. You will need to enter this number into our app or website or advise our Call Centre, for verification. This is to confirm that you, as the Rights of Use holder/owner, are in possession of the phone and authorise the port. We will not send the code to another number or by any other means. There is a limit on the number of codes you can request and their validity as well as the verification attempts you can make.
- (g) If you cannot verify the code sent during activation, your activation and port-in request will be cancelled.
- (h) You may need a new mobile phone or you may need to have your mobile phone unlocked if you are porting between different mobile networks or types of mobile networks.
- (i) You can port a phone number you have obtained from us for use with the Service to another carrier or carriage service provider.
- (j) You must not cancel the Service before you port the phone number. The carrier or carriage service provider to which you have ported the phone number will inform us that you have ported the phone number and we will then cancel the Service.
- (k) You can only port the phone number. You cannot port any Credits or value added services (e.g. voicemail).
- (l) You may only port a phone number for which you are the authorised customer.
- (m) Any Credits you have on your Service will be forfeited when you port the phone number to another carrier or carriage service provider, and they will not be refunded.

17. PHONE NUMBER DISPLAYS

17.1 Calling Number Display (CND)

- (a) If you do not bar CND on your mobile phone using USSD short codes, the phone number assigned to you may be displayed on the phone of the person you are calling.
- (b) When another person calls you, the phone number of that person may be displayed on your mobile phone if that person has not barred CND on their phone.

17.2 SMS and MMS

When you send an SMS or MMS, the phone number assigned to you, or your name may be displayed on the phone of the person to whom you are messaging. You cannot bar the phone number assigned to you or your name when you send a SMS or MMS.

18. HANDSET AND DEVICES

18.1 Device capabilities

- (a) You are required to provide your own device to use our Services. Your use of the Service will partly depend on the quality, condition and capabilities of the device that you supply.
- (b) At a minimum, your device must be compatible with both:
 - (i) 3G (for calls and data): 850Mhz (Band 5) and
 - (ii) 4G (for data): 700 Mhz (Band 28); 1800 Mhz (Band 3); 2600* Mhz (Band 7)
*supported in limited locations only
- (c) To use 5G, you must have an eligible 5G Plan and your device must be compatible with:
3.6GHz (Band n78), 850MHz (Band n5), 2.6GHz (Band n7) and 26GHz (Band n258).

18.2 Your Mobile Handset or Device

- (a) You may choose to use a mobile phone or device that you already have or have obtained from us (see clause 18.3) or obtained from a third party.
- (b) If you choose to use a mobile phone or device that you have obtained from a third party:
 - (i) to protect consumers from illegal trade in mobile phones and devices, if we have a reasonable belief that your mobile phone/device is stolen, we may ask you to provide proof of ownership; and
 - (ii) if we ask you to provide proof, you must provide us with that proof within ten business days.
- (c) To the extent permitted by applicable laws, we give no warranty:
 - (i) that the mobile phone/device you provide is suitable for use in connection with the Service or any of its features; or
 - (ii) about the quality of your mobile phone/device.
- (d) You are responsible for making sure that:
 - (i) all regulatory approvals for your mobile phone/device have been obtained;
 - (ii) your mobile phone/device always complies with all relevant technical regulations and specifications; and
 - (iii) your mobile phone/device is maintained for use.
- (e) If your mobile phone/device appears to be faulty or interferes with the Service, we are entitled to require you to:
 - (i) provide your mobile phone/device for us to inspect; and/or
 - (ii) cease using that mobile phone/device until the problem has been corrected.

18.3 Prepaid Phone and Pre-Paid Mobile Plan Bundle

- (a) You may choose to purchase a Prepaid phone bundled with a Prepaid Mobile Plan from our website or retail partner (Bundled Offer).
- (b) The prepaid phone you purchase as part of a Bundled Offer will be locked to our network for 12 months from when the SIM plan is activated. This means you cannot use the bundled phone on another network for 12 months.
- (c) If you ask us to unlock the bundled phone within the initial 12 months, an unlock fee will apply. Refer to the Critical Information Summary for the fee that applies to each bundled prepaid phone.

18.4 Unlocked phone and Pre-Paid Mobile Plan

- (a) You may choose to purchase a discounted unlocked phone with a eligible Prepaid Mobile Plan from our website.
- (b) The unlocked phone and Prepaid Plan must be purchased together in the same transaction in order to qualify for the discount to the phone.
- (c) Unlocked phones are only sold with an eligible Prepaid Mobile Plan and cannot be purchased separately.

18.5 Bundled Device and Pre-Paid Wearable Plan

- (a) You may choose to purchase a device bundled with a Pre-Paid Wearable Plan from our website or retail partner (Wearable Bundled Offer).

19. LOST OR STOLEN MOBILE PHONE OR SIM CARD

- (a) We are not responsible for lost or stolen mobile phones or activated Konec Mobile SIM cards.
- (b) If your mobile phone or activated SIM is lost or stolen you must suspend the SIM from your account via app or our website or call us on 1300 4 KONEC (1300 456 632)].
- (c) Within a reasonable time, we will bar all incoming and outgoing functions (except for calls to emergency services and to us. You are liable for all usage of the Service until then.
- (d) We can activate IMEI blocking on your mobile phone if you can provide the IMEI number and proof of purchase for your device.
- (e) If we become aware of the loss or theft, and you have not notified us, we may suspend or cancel the Service but we are not obliged to.
- (f) We may charge a fee for a replacement SIM card.
- (g) If you find your mobile phone or it is returned to you, we will reactivate the Service (including any value-added service features e.g., call diversions), if you request it within 30 days of the original deactivation.
- (h) To contact emergency services while your phone is blocked you must dial 000 (or 112).

- (i) Customers with hearing impairments who wish to access the TTY 106 emergency services number from their mobile phone should be aware that this number may not work from some blocked mobile phones.
- (j) If you obtain a mobile phone that we reasonably believe is lost or stolen, we may request IMEI blocking to be activated on your mobile phone without your consent, even if you are not aware it is stolen.
- (k) If you obtain the Service from us under false pretences, we may request IMEI blocking to be activated on your mobile phone without your consent.
- (l) If we know you have made an insurance claim when your mobile phone is lost or stolen, if IMEI blocking is not already activated we will contact the network carrier and request IMEI blocking to be activated on your mobile phone.
- (m) In the event we activate or de-activate IMEI blocking on your mobile phone, we will inform other national carriers to put this block or unblock into effect on their own networks.

20. SERVICE COVERAGE AND ACCESS RESTRICTIONS

20.1 Coverage

- (a) Our Services are not necessarily available in all areas of Australia.
- (b) You are responsible for inquiring whether coverage is available in the area in which you would normally use the Service. You may obtain actual coverage maps showing where the Service at www.Konec.com.au/coverage.
- (c) In areas of Australia where Services are available, while we take all reasonable steps to provide the Services to you, you acknowledge and agree that due to technical constraints we cannot guarantee that:
 - (i) the Service will be available in each place within an area where there is coverage;
 - (ii) 'drop-outs' will not occur during a call or data session; and
 - (iii) there will be no congestion.

20.2 Access Restrictions

- (a) The Service can only be used within Australia for standard mobile voice calls, standard SMS, standard and video MMS, voicemail, and standard data services. The Service may also be used for standard international calls, standard International SMS and International non-video MMS if the relevant plan and or pack is purchased.
- (b) The Service cannot be used for:
 - (i) fax (including to make international fax calls) and paging services;
 - (ii) call information services such as premium voice services (including, for example, calls to most 1901 or 1902 prefix numbers) unless specified; or
 - (iii) premium SMS information or competition services to '19' prefix numbers.

21. SUSPENSION AND TERMINATION

21.1 Our rights to suspend or terminate Your Contract

- (a) Without limiting rights you may have under applicable laws, we may have to suspend or terminate your Service (including without prior notice) if:
- (i) you breach clause 5;
 - (ii) you do not Recharge your Mobile Plan or Wearable Plan and it has entered an expired state under clause 12.5;
 - (iii) you breach any other clause of Your Contract, and the breach is likely to cause serious or permanent harm to any person (including us, our Carrier, or other third party suppliers);
 - (iv) you intimidate, abuse, insult, harass or threaten any person using our Services or any staff member, or those of our partners or suppliers, by any means;
 - (v) you make numerous frivolous and or vexatious complaints;
 - (vi) you attempt, threaten or cause harm to any person using our Services or any staff member, or those of our partners or suppliers, or our equipment or network infrastructure or that of our suppliers by any means;
 - (vii) you breach any other clause of your Contract and do not cure the breach within 5 days of our request that you do so;
 - (viii) we are unable to provide the Service to you, for any reason, including in connection with a force majeure event;
 - (ix) we reasonably believe that your account may have been used in connection with fraud or other unlawful conduct;
 - (x) we suspect that you or a person using your Konec SIM card is misusing the service or is not authorised to use the service;
 - (xi) in our reasonable opinion, there is unusual activity on your service and/or activity that does not appear to be commensurate with personal use or in contravention of our Acceptable Use Policy. This Policy can be found on our website <https://www.konec.com.au/policies>;
 - (xii) we reasonably believe that, or we are informed by law enforcement authorities that they believe, the identification evidence provided by you in connection with the Service is incorrect, false, or inadequate or that a request to activate or terminate a service has not been authorised by you;
 - (xiii) you transfer your SIM card to another party without obtaining our consent, or do not provide sufficient details of the identity of the other party; or
 - (xiv) you engage in fraudulent Recharge behaviour.
- (b) If we suspend your Service under clause 21.1(a), during the suspension we will investigate any potential breach or other prohibited conduct. Depending on the outcome of our investigation we may, in our sole discretion and acting reasonably, reinstate your Service or terminate your Service.
- (c) If we terminate your Service for breach under this clause 21.1, any Mobile Plan and Credits you may have had will be cancelled without refund.

21.2 Special Circumstances - Our Policy

- (a) We have a special policy for the purposes of assisting customers experiencing domestic and family violence (**Assistance Policy**) (see our Policies page at; <https://www.konec.com.au/policies>)
- (b) In accordance with the Assistance Policy and clause 21.1, in instances where a customer breaches these Customer Terms (including circumstances where a customer has used our Services to perpetrate acts of domestic or family violence, or other illegal acts including stalking or harassment) a Service may be permanently cancelled, resulting in permanent loss of the phone number of your Service.

21.3 Your rights to cancel Your Mobile Plan, Wearable Plan or Package

You can cancel your Mobile Plan or a Package at any time. Cancellations can be made through our app or website, or by calling us. If you cancel your Mobile Plan, Wearable Plan or a Package, all remaining Credits will be cancelled. Accidental cancellations will not be entitled to refund or reinstatement of Credits.

22. WARRANTIES

While we take all reasonable steps to provide the Services to you to with due care and skill, to an acceptable standard, and otherwise in accordance with these Customer Terms, to the maximum extent permitted by applicable laws, we do not make any warranty regarding:

- (a) your right or ability to use, access or transmit any content using the Service;
- (b) the accuracy or completeness of any content which you may use, access or transmit using the Service;
- (c) the consequences of you using, accessing or transmitting any content using the Service, including without limitation any virus or other harmful software; or
- (d) any charges which a third party may impose on you in connection with your use of their services accessed via the Service, for example third party apps may charge you for access to the app or other in-app purchases.

23. LIMITATION OF LIABILITY

- (a) Nothing in our Customer Terms excludes or limits any rights you may have under applicable laws, including the Australian Consumer Law.
- (b) Subject to clause 23(a) above we exclude all liability arising under or in connection with our Customer Terms, Your Contract or the Service whether direct, indirect or consequential and whether arising under common law, statute or otherwise, and whether or not of a kind of which we are or should be on notice.

24. GENERAL

- (a) If any part of these Customer Terms is void, unenforceable or illegal, that part is severed, and the remainder of these Customer Terms continues in full force and effect.
- (b) These Customer Terms, and Your Contract, are governed by the laws of New South Wales, Australia. You acknowledge and agree that any dispute arising from these Customer Terms, or Your Contract, are subject to the exclusive jurisdiction of the courts of New South Wales, Australia.

(c) We may make changes to these Customer Terms from time to time. Changes will not apply retrospectively. If a change is likely to have a notable negative impact on your use of the Services, we will endeavour to provide you with 30 days' prior written notice of that change. Continued use of the Service after a change comes into effect is taken as agreement to that change. If you do not agree to a change, please contact us to terminate your Service. You may be entitled to a refund on remaining Credits when terminating under this clause. Without limiting the foregoing, we may not always be able to provide you with advanced notice of changes to these Customer Terms or our Services that might have a negative impact on you. Such circumstances include emergencies, to comply with applicable laws, to protect the security of the Service, or to prevent fraud. In some instances, we or one of our suppliers might need to perform maintenance, operations or upgrades to the mobile network which may result in a change to or suspension or termination of your Service. Where this occurs, we will endeavour to provide you with as much prior notice as practicable in the circumstances.

(d) If you have questions about these Customer Terms, you can contact us:

- Send us a support request from your account vis app or website
- Call us on 1300 4 KONEC (1300 456 632)
- Email us at: help@konec.com.au

25. DOCUMENT VERSION CONTROL

Version	Description	Date
1.0	Initial release	01/07/2022
1.1	Updated to include details of Unlock Fee for Bundled Devices	15/08/2022
1.2	Updated to include details of 5G handset compatibility requirements	17/10/2022
1.3	Updated with details of Wearable Plans	12/12/2022
1.4	Updated with details of VoLTE and Wi-Fi calling	14/02/2023
1.5	Update with changes to Plan names, availability and clarify Data Bank eligibility and function	22/03/2023
1.6	Updated to include Unlimited International Call and SMS to 15 locations	26/06/2023
1.7	Updated to include new Telstra Wholesale Network statement	30/08/2023
1.8	Updated to include details of new unlocked phone and plan purchases	19/10/2023