

mate communicate (“mate”) postpaid mobile services

1. about this mobile service

- (a) This document describes the Mate Postpaid Mobile Service.
- (b) You may obtain a copy of the latest version of the above documents from the Mate Website.
- (c) Where you may be charged a fee or charge, then this fee or charge is set out in the pricing tables.
- (d) Please check the pricing tables carefully to see what fees and charges apply to your use of the Mate Mobile Service.

2. the mate mobile service

2.1 What is the Mate Mobile Service?

- (a) The Mate Mobile Service allows you to:
 - (i) Make calls from and receive calls to your mobile phone;
 - (ii) Send content from and receive content to your mobile phone, including data calls; and
 - (iii) Subject to clause 2.1(b), use a range of value added *Mobile Service features*, on Mate’s network for your own personal or business use only.
- (b) *Mate does not activate all value added Mobile Service features* when you connect to the Mate Mobile Service. Many value added Mobile Services require specific equipment to use them (for example, video calls access the 3G network and you will need a compatible mobile phone to make these calls using the Mate Mobile Service). To use with the Mate Mobile Service, including whether there are special activation procedures, equipment requirements or limitations on use.

2.2 Who supplies the Mobile Service?

- (a) Mate supplies the Mate Mobile Service to you.
- (b) *Mate’s Carrier supplies the Mate Mobile Service to Mate and Mate re-supplies the Mate Mobile Service to you.*
- (c) Mate may elect to provide you with access to the Mate Mobile Service via an alternative access method or an alternative Mobile Service comparable to the Mate Mobile Service. If Mate chooses to change your access method to the Mate Mobile Service, or the Mate Mobile Service, Mate will notify you of any:
 - (i) Substantial changes to the Mate Mobile Service;
 - (ii) Changes to the terms and conditions on which Mate delivers the Mate Mobile Service to you; and
 - (iii) The new terms and conditions on which Mate delivers the alternative Mobile Service to you, if any.

2.3 Coverage

- (a) The Mate Mobile Service is not available in all areas of Australia. You may obtain coverage maps showing where the Mate Mobile Service is available in Australia from mate or from the Mate website. You are responsible for inquiring whether coverage is available in the area in which you would normally use the Mate Mobile Service.
- (b) In areas that the Mate Mobile Service is available, it is

technically impracticable for Mate to guarantee that:

- (i) The Mate Mobile Service is available in each place within an area where there is coverage;
 - (ii) ‘Drop-outs’ will not occur during a call; and
 - (iii) There will be no congestion on Mate’s network.
- (c) Certain value added Mobile Service features are only available in specific network coverage areas. For example, some value added Mobile Service features are only available in Mate’s Carrier’s 3G network coverage areas. The description of the value added Mobile Service features on the website will tell you if availability is limited to specific network coverage areas.
- (d) International Roaming is not available in all countries or in all areas of those countries. The countries where International Roaming is available may change. You can obtain information on where International Roaming is available from Mate or from the Mate website:
- (e) Due to technical reasons, Mate cannot guarantee that calls to ‘13’ or ‘18’ prefix numbers will be diverted to the nearest location for that ‘13’ or ‘18’ prefix number.

2.4 Use of the Mate Mobile Service

- (a) In addition to any other obligations you may have under this Agreement (including your obligations under the general terms and the Fair Use Policy, you must not:
 - (i) Make or receive calls or send or receive content on Mate’s network other than for your own personal or business use;
 - (ii) Wholesale any Mobile Service (including transit, refile or aggregate domestic or international traffic) on our network; or
 - (iii) Use the Mate Mobile Service (including any SIM card) in connection with a device that switches or reroutes calls to or from Mate’s network or the network of any supplier, without obtaining Mate’s written consent first. Mate may give or withhold Mate’s consent, or make Mate’s consent subject to conditions, in Mate’s discretion.
- (b) If you breach paragraph (a) above, Mate may, in addition to and without limiting Mate’s other rights under the agreement, immediately suspend or cancel the Mate Mobile Service. Mate will notify you if Mate do this.
- (c) Change of ownership is permitted during the minimum term as long as the new applicant meets Mate’s credit assessment criteria and both you and the new owner agree to the conditions on the Change of Ownership form.

2.5 Applying for the Mate Mobile Service

You must pass a credit check at the time you apply for the Mate Mobile Service. The credit enquiry will remain on your credit file for up to 5 years.

3. mate mobile service charges

3.1 Monthly credit limit

(a) Mate may place (and you may voluntarily place) a monthly credit limit on your account (at any time and in an amount Mate considers appropriate) or requires payment by direct debit or standing order authority.

(b) Mate will generally advise you if you are approaching your credit limit via SMS. Mate will also send you an SMS when you have reached your credit limit to advise you that your Mobile Service has been restricted.

(c) Your use of the Mate Mobile Service above your credit limit is at Mate's discretion and Mate will not be liable if you exceed the credit limit Mate have set from time to time.

(d) Mate may not be able to include all charges, including those from third parties and International Roaming charges, when assessing your credit limit.

3.2 What does the cost of the Mate Mobile Service depend on?

The cost of the Mate Mobile Service depends on:

(a) *The pricing plan you select;*

(b) Your use of the Mate Mobile Service (including, for example, length of call, time and day of call (which may not be the local time where the call is made), destination of call and call type, and your use of any value added Mobile Service features); and

(c) *Any changes you make to your pricing plan, the value added Mobile Service features you use or acquire and if you accept the terms of a special.*

3.3 What are the fees and charges for using the Mate Mobile Service?

(a) You must pay:

(i) The fees and charges for the Mate Mobile Service, which are set out in the pricing tables, on Mate's website, or in any applicable special; and

(ii) Any additional fees and charges noted in the agreement (including in your application) or notified by Mate in accordance with the agreement from time to time.

(b) You must pay all fees and charges which are incurred for the Mate Mobile Service even if you did not authorise its use, including any fees and charges incurred by your secondary contact arising from that person's access to and operation of your account.

(c) You must pay the fees and charges for the Mate Mobile Service even if the mate Mobile Service is unavailable or you are unable to access the Mate Mobile Service. You will be entitled to a refund or a rebate under the clauses of the General Terms if:

(i) You suffer a significant loss of access to, or use of, the Mate Mobile Service; and

(ii) The loss was not as a result of circumstances reasonably attributable to you or your equipment.

3.4 Types of fees and charges (including minimum monthly payments, administration charges and other charges)

(a) You will be charged that amount each month regardless of the actual usage of the Mate Mobile Service during that month.

(b) Unused portions of the included usage credit component of your minimum monthly payment will be forfeited and cannot be used in any way in subsequent months.

(c) Monthly included calls/text/photos will appear on your bill.

(d) Some charges, including the following, are not included in your included plan value:

(i) *International Roaming;*

(ii) Any insurance charges;

(iii) Any equipment charges;

(iv) *Minimum monthly payment; and*

(v) Calls to special numbers, texts or photos to special numbers, premium rate Mobile Services and Third Party content, unless specified otherwise.

(e) The pricing tables include full details of what is included in and excluded from your pricing plan.

(f) In addition to the fees and charges you incur in the normal use of the MAtE Mobile Service (including a minimum monthly payment), MAtE may charge you an administration fee and other similar charges. These costs may include suspension fees or cancellation fees, late payment fees, bill reprint fees, barring fees, payment dishonour fees and reconnection or reactivation fees. These charges are set out in the pricing tables for your Mate Mobile Service.

(g) Mate may also ask you to make a pre-payment usage charge or request that you make an interim good-faith payment (including, for example, if there has been an unusually high use of the Mate Mobile Service or if you want to activate International roaming).

3.5 How does Mate calculate fees and charges?

(a) To calculate fees and charges, Mate looks at billing information generated or received by Mate.

(b) If you use the Mobile Services of a third party, you will be billed at the third party's applicable rates and charges. Mate may bill you for your use of the Mobile Services of a third party, but only if Mate is acting in Mate's capacity as that third party's billing agent.

3.6 Can you change your pricing plan?

(a) You may change your pricing plan:

(i) If your current pricing plan allows you to change; and

(ii) If you meet the eligibility criteria of the pricing plan to which you want to change (for example, if you are changing from a pricing plan with lower charges to a pricing plan where there are higher charges that you meet the credit requirements of the pricing plan with higher charges).

(b) Under the terms of your pricing plan there may be conditions attached to changing your pricing plan. Please refer to the pricing tables for details of your pricing plan.

3.7 Variable charges

(a) Some fees and charges for the Mate Mobile Service are subject to variation, such as charges relating to:

(i) *International Mobile Services or International roaming;* and

(ii) Content or premium Mobile Services.

(b) You should contact Mate before travelling overseas.

4. billing and payments

4.1 How often will Mate bill you?

(a) Mate will usually send you a monthly bill for your use of Mate's Mobile Service and for any Mobile Services used earlier if they haven't been paid by you.

(b) If the charges incurred since your last bill are below a minimum amount specified by Mate from time to time detailed on your bill, Mate may elect to not send you a monthly bill until the charges you incur have reached that specified amount.

(c) If Mate has not sent you a monthly bill, Mate will always send you a bill at the end of the quarter for all charges incurred during that quarter, even if your account has not reached that specified amount.

4.2 What will appear on your bill?

Mate will try to include on your bill all charges for the relevant billing period. However, this is not always possible and Mate may include these unbilled charges in a later bill(s). Your first bill will have a pro-rated minimum monthly payment and include a call credit component for the part of the month in which your Mate Mobile Service is connected.

4.3 Mate may use a billing agent to bill you

Mate may bill you using a billing agent (which may be another Mate group company).

4.4 What types of payment methods may you use?

(a) You may pay by one of the payment methods as set out in the payment notification, on your bill or on Mate's website.

(b) In some circumstances (for example, based on Mate's credit assessment of you), you may be required to pay by direct debit.

(c) If your payment is not honoured (for example, in the case of insufficient funds for direct debit or credit card payment, or a dishonoured cheque), Mate may charge you a fee.

4.5 When must you pay your bill?

(a) Subject to the general terms, you must pay the entire amount billed by the due date specified in the payment notification, or as otherwise notified by Mate, except for any disputed fees or charges for which Mate have suspended payment obligations.

(b) In some circumstances (see clause 3.4(g) above) Mate can also ask you to pay Mate reasonable amount before you receive any monthly bill or during connection to Mate's Mobile Service by a due date specified by Mate. These amounts will be credited to your account.

4.6 What happens if you do not pay your bill by the due date?

If you do not pay your bill by the date the payment is due, Mate may:

(a) Charge you a late fee and/or a dishonour fee. You should see the relevant pricing table for the Mate Mobile Service concerned to check the late fee that applies.

(b) If you have agreed to pay by direct debit, debit your bank account with the overdue amount unless Mate have received notice from you disputing your bill. If a direct debit fails or is rejected, Mate reserves the right to pass on to you any charges that Mate may incur.

(c) Stop you using some or all of Mate's Mobile Service

(including restricting outgoing and incoming calls, texts, photos),

(d) Bar, suspend or cancel the Mate Mobile Service, in accordance with the clauses of the general terms as relevant or in accordance with this Mobile Service description. If Mate bars, suspends or cancels the Mate Mobile Service, Mate may charge you a barring fee, suspension fee, cancellation fee or reconnection or reactivation fee. Reconnection or reactivation of the Mate Mobile Service is subject to payment of the reconnection or reactivation fee. You should see the relevant pricing table for the Mate Mobile Service concerned to check if a barring fee, suspension fee, cancellation fee, reconnection or reactivation fee applies, and if so, what that fee is.

(e) Engage a Mercantile Agent or lawyer to recover the money you owe Mate. If Mate engages a Mercantile Agent or lawyer, Mate may charge you a recovery fee.

(f) Notify credit reporting agencies as to your credit worthiness, credit standing and credit capacity.

(g) Institute legal proceedings against you to recover the money you owe Mate. If Mate institutes legal proceedings against you, Mate may also seek to recover from you interest, together with Mate's reasonable legal costs reasonably incurred.

(h) On-sell any unpaid amounts to a third party. If Mate does this, any outstanding amounts will be payable by you to that third party.

4.7 Multiple Mobile Services

If you have more than one Mobile Service with Mate and are in arrears in payment for any of your Mobile Services, Mate may elect (with your consent) to recover any amounts outstanding for any of your Mobile Services from any of your accounts for Mobile Services that have positive balances or bill you for the use of Mate's Mobile Service on your other account.

4.8 What happens if you have overpaid?

(a) If you have overpaid as a result of a billing error:

(i) Your account will be credited with the amount you have overpaid; or

(ii) If you have stopped obtaining the Mate Mobile Service, Mate will use reasonable endeavours to notify you that you have overpaid and refund the over payment.

(b) When Mate refunds overpaid amounts under this clause 4.8, Mate will refund the overpaid amount to you by sending you a cheque, unless your overpayment was made by credit card where Mate will pay the refund back against your credit card.

(c) Any credits applied to your account will first be used to offset any outstanding overdue charges before a refund will be issued.

5. network locking

(a) If your mobile phone has been obtained from Mate, it may have been programmed to only work on Mate's supplier's network. This is known as network locking.

(b) To disable network locking on your mobile phone you must contact Mate Support to obtain a code to unlock your mobile phone.

- (c) Before Mate provides you with the code to unlock your mobile phone you may have to pay a network locking removal fee (see the pricing tables for details).
- (e) Only an account holder (or secondary contact) can disable the network locking from your mobile phone.
- (f) Mate may refuse to disable the network locking from your *mobile phone if:*
- (i) You are in breach of the terms of your Agreement with Mate; *or*
- (ii) You have already ported and Mate has invoiced you for the network locking removal fee but you have not paid that amount.

6. sim card

6.1 What do I need to connect to the Mate Mobile Service?

- (a) To be able to connect to the Mate Mobile Service, you need a *SIM card*.
- (b) You must keep the SIM card secure and only use it to access Mates Mobile Service.

6.2 Who owns the SIM card?

- (a) Mate owns the SIM card and it remains the property of Mate at all times.
- (b) *Mate may request that you return the SIM card if Mate issues you with a replacement SIM card or Mate no longer supplies the Mate Mobile Service to you. Mate may charge you a replacement fee if you do not return the SIM card upon Mate's request.*
- (c) You must not interfere with or impair the operation of the SIM card.

6.3 What do you do if your SIM card is lost or stolen?

- (a) Mate is not responsible for any lost or stolen SIM cards.
- (b) You must call Mate Support as soon as possible if the SIM card Mate has given you is lost or stolen or damaged so Mate can bar outgoing calls, suspend the Mate Mobile Service and/or activate IMEI blocking on your mobile phone (see clause 10 below).
- (c) If your SIM card is lost or stolen and you do not notify Mate, Mate may cancel your Mate Mobile Service in accordance with the clauses of the general terms.
- (d) You are responsible for all charges for calls made using the lost or stolen SIM card up until the time you notify Mate that your SIM card has been lost or stolen and Mate bars outgoing calls, or suspends the Mate Mobile Service or activates IMEI blocking (see clause 10 below).

6.4 Replacing the SIM card

Unless you are otherwise in breach of the agreement, Mate will replace the SIM card (including where your mobile phone has been lost or stolen or the SIM card has been damaged), and may charge you a replacement fee.

7. phone numbers

7.1 How do you obtain a phone number?

If you do not already have a phone number for your mobile phone for use with the Mate Mobile Service, Mate will issue you a

phone number.

7.2 How are phone numbers allocated?

- (a) All phone numbers are selected, issued and used by Mate in accordance with the ACMA's Numbering Plan and communications Numbering Plan Number Declarations (numbering regulations).
- (b) For an additional charge, you may apply for a more memorable phone number ("Premium Number").

7.3 Can Mate change the phone number Mate has allocated to you?

- (a) Mate may be required to vary, withdraw, suspend or re-assign a phone number Mate has issued to you in order for Mate to comply with the numbering regulations.
- (b) Mate will give you as much notice as is reasonably practicable if Mate has to do this.

7.4 Can you change the phone number Mate has allocated to you?

- (a) You may request a new phone number. If Mate agrees to issue you a new phone number, you may have to pay a charge.
- (b) 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, Mate will supply you with a new phone number free of charge on the first two occasions. You will have to pay a charge for any further phone number changes.

7.5 Who owns the phone number?

- (a) You do not own the phone number and your right to use the phone number ends if you no longer obtain the Mobile Service from Mate unless you port the phone number (see clause 8 below).
- (b) If you stop obtaining the Mobile Service from Mate and *do not port the phone number, Mate may issue the phone number to another customer in accordance with the numbering regulations.*

7.6 Mate's liability to you in respect of phone numbers

Mate is not liable to you for any expense or loss incurred by you or your business due to:

- (a) Any variation, withdrawal, suspension or re-assignment of the phone number under clause 7.3 above; or
- (b) Your ceasing to have the right to use the phone number under clause 7.5(a) above.

8. mobile number portability

8.1 Porting from another carrier or carriage Mobile Service provider

- (a) You may be able to port a phone number you have obtained from another carrier or carriage Mobile Service provider when you connect to the Mate Mobile Service.
- (b) By accepting the port authorisation form when activating your mobile service, you:
 - (i) Authorise Mate to sign on your behalf and in your name forms

of authority to your current supplier to port your phone number to Mate

(ii) Authorise your current supplier to port your phone number to Mate;

(iii) Authorise Mate to disclose information in the port authorisation to other suppliers in the event of dispute over porting to Mate; and

(iv) Will remain responsible for all amounts owing to your current supplier for any Mobile Services they supply to you.

(c) If you have accepting the port authorisation form when activating your mobile service online and requested to port your phone number to Mate from your previous supplier, Mate will use all reasonable efforts to port your phone number on the requested cut over date but has 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 phone number as long as you provide Mate with any information or make changes Mate advises you to make.

(d) Mate will not charge you a fee for porting a phone number from another carrier or carriage service provider.

(e) You must not cancel the Mobile Service you have with the other carrier or carriage service provider before you port the phone number. Mate 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 Mobile Service.

(f) 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.

8.2 Porting from Mate

(a) You can port a phone number you have obtained from Mate for use with the Mobile Service to another carrier or carriage Mobile Service provider.

(b) Mate may charge you a fee to port the phone number to another carrier or carriage Mobile Service provider.

(c) You must not cancel the Mate Mobile Service before you port the phone number. The carrier or carriage Mobile Service provider to which you have ported the phone number will inform Mate that you have ported the phone number and Mate will cancel the Mate Mobile Service.

(d) You can only port the phone number, you cannot port any value added Mobile Services.

(e) You may only port a phone number for which you are the authorised customer.

(f) If you port your phone number to another carrier or carriage Mobile Service provider, any included usage credits you have on your account will be lost and you must pay Mate:

(i) All charges outstanding on your account;

(ii) Any remaining instalments you owe on your mobile phone or any remaining monthly payments where the cost of your mobile phone is included in the monthly cost of your Mobile Service package;

(iii) Any cancellation fee or early termination fee; and

(iv) Any fees or charges imposed by Mate's carrier as a result of you porting your phone number to another carrier or carriage Mobile Service provider.

(g) Mate will generally bill you for the charges in clause 8.2(f) above in the next billing period, but Mate may issue you with subsequent invoices in relation to unbilled fees and charges for up to 190 days from the date you incurred the charge.

9. your mobile phone

9.1 Provision of the mobile phone

(a) You may obtain a mobile phone from Mate for use with the Mate Mobile Service, or you may choose to use a mobile phone you have or have obtained from a third party.

(b) You may also obtain a mobile phone from Mate's website for use with the Mate Mobile Service.

(c) Any mobile phone or device that you wish to use with the Mate Mobile Service must be of a kind approved by Mate.

9.2 Providing proof of ownership of your mobile phone

(a) To protect consumers from illegal trade in mobile phones, if Mate has a reasonable belief that your mobile phone is stolen, Mate may ask you to provide proof of ownership of your mobile phone.

(b) If Mate asks you to provide proof, you must provide Mate with that proof within ten (10) business days.

9.3 Your responsibilities in relation to your mobile phone

(a) Unless you obtain the mobile phone from Mate for use with the Mate Mobile Service, Mate makes no warranty under the Agreement:

(i) That the mobile phone is suitable for use in connection with the Mate Mobile Service or any value added Mobile Service features; or

(ii) About the quality of the mobile phone.

(b) Unless you obtain the mobile phone from Mate for use with the Mate Mobile Service, you are responsible for making sure that:

(i) All regulatory approvals for your mobile phone have been obtained; and

(ii) Your mobile phone complies with all relevant technical regulations and specifications at all times.

(c) You are responsible for the maintenance of your mobile phone.

9.4 What can Mate do if your mobile phone is faulty or interferes

with the Mate Mobile Service?

If your mobile phone appears to be faulty or interferes with the Mate Mobile Service, Mate is entitled to require you to:

(a) Provide your mobile phone for Mate to inspect, and/or

(b) Cease using that mobile phone until the problem has been corrected.

10. lost or stolen mobile phones

10.1 What should you do if your mobile phone is lost or stolen?

If your mobile phone is lost or stolen, you must inform Mate and you may then request:

(a) That the Mate Mobile Service be suspended (in which case

clause 13 below applies); and/or

(b) IMEI blocking be activated. Mate will ask its Carrier to activate IMEI blocking on Mate's behalf.

10.2 Reactivating the Mate Mobile Service or de-activating IMEI blocking

If you find your mobile phone or it is returned to you, you will need to contact Mate to request:

- (a) Reactivation of the Mate Mobile Service; and/or
- (b) IMEI blocking be de-activated. Mate will ask its Carrier to de-activate IMEI blocking. There may be a delay in doing this. Mate will also reactivate value added Mobile Service features (for example, diversions) upon request.

10.3 Important things to note whilst your mobile phone is suspended or IMEI blocking is activated

(a) To contact emergency Mobile Services while your phone is blocked, you must dial 000.

10.4 In what other circumstances could Mate block your mobile phone?

(a) If you obtain a mobile phone that Mate reasonably believes is lost or stolen, Mate may contact its Carrier and request IMEI blocking to be activated on your mobile phone without your consent, even if you are not aware it is stolen.

(b) If you obtain the Mate Mobile Service from Mate under false pretences, Mate may contact its Carrier and request IMEI blocking to be activated on your mobile phone without your consent.

(c) In the event that Mate knows that you have made an insurance claim when your mobile phone is lost or stolen, if IMEI blocking is not already activated Mate will contact its Carrier and request IMEI blocking to be activated on your mobile phone.

10.5 Who do Mate inform that your mobile phone is blocked or unblocked?

In the event that Mate activates or de-activates IMEI blocking on your mobile phone, Mate will inform other national carriers to put this block or unblock into effect on their own networks.

11. phone number displays

11.1 Calling Number Display (CND)

(a) If you do not bar CND on your mobile phone, 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.

11.2 SMS and MMS

When you send a 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.

12. access restrictions

12.1 Barring of calls made from the mobile phone

At your request, Mate can bar certain calls made from the mobile phone. Mate cannot bar calls to emergency Mobile Service.

12.2 Barring of calls to 190 numbers

Calls to 19xx numbers are automatically barred. You can request access to 19xx numbers by contacting Customer Mobile Service. Barring of access to 19xx numbers also prevents calls to international numbers from the Mobile Service.

12.3 International Calls

Mate's Mobile Services can be enabled to call most international countries. The international calls feature is automatically barred when you connect your Mobile Service. If you want to activate access to international calls, or request access to other countries, please contact Customer Service. A list of available countries and call rates can be viewed on Mate's website and may change from time to time.

13. temporary suspension of the mate mobile service by you

13.1 Can you temporarily suspend the Mate Mobile Service?

Mate may temporarily suspend the Mate Mobile Service at your request.

13.2 Will you have to pay the minimum monthly payment whilst the Mate Mobile Service is temporarily suspended?

- (a) Yes you will have to pay a minimum monthly payment whilst the Mate Mobile Service is temporarily suspended.
- (b) The period for which your Mobile Service remains suspended will count towards the minimum term of your Mobile Service Agreement.

13.3 What calls can you make or receive when the Mate Mobile Service is suspended?

You cannot receive any incoming calls or make any outgoing calls, except to emergency Mobile Services, when the Mate Mobile Service is suspended by you.

13.4 For how long can you temporarily suspend the Mate Mobile Service?

The maximum length of time the Mate Mobile Service can be temporarily suspended is three months in any 24 month period. Mate may automatically reactivate your Mobile Service after 3 months if you have not contacted Mate to reactivate it.

14. barring as an alternative to suspension

- (a) Mate may choose to bar outgoing and incoming calls and/or content on your mobile phone, instead of suspending the Mate Mobile Service.
- (b) If Mate bars outgoing and incoming calls and/or content on your mobile phone, Mate may later suspend or cancel the Mate Mobile Service for the same or a different reason.
- (c) Unless incoming calls have been barred, you may still receive

incoming calls when the Mate Mobile Service is barred, but you cannot make any outgoing calls, except to emergency Mobile Services.

15. supplier and third party mobile services

You acknowledge that:

- (a) The Mate Mobile Service relies on the Mobile Services of suppliers for its operation, who are not controlled by Mate, and
- (b) Mate does not exercise any control over, authorise or make any warranty regarding:
 - (i) Your right or ability to use, access or transmit any content *using the Mate Mobile Service*;
 - (ii) The accuracy or completeness of any content which you may use, access or transmit using the Mate Mobile Service;
 - (iii) The consequences of your using, accessing or transmitting any content using the Mate Mobile Service, including, without limitation, any virus or other harmful software;
 - (iv) Any charges which a third party may impose on you in connection with your use of their Mobile Services accessed via the Mobile Service.

16. contacting mate

Customer Service

Phone: 1300 876 283

On the internet: www.letsbemates.com.au