



Globalgig Australia

## General Terms for the Standard Form of Agreement (SFOA)

Valid as of 1 May 2015

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## 1 About these terms and conditions

### 1.1 These General Terms, and the Standard Form of Agreement

- 1.1.1 This document is known as the "General Terms", and states the standard terms and conditions for the supply and use of the Globalgig service.
- 1.1.2 The General Terms are part of Globalgig's Standard Form of Agreement ("**Agreement**"). The documents that form the Agreement are:
- your application (whether made over the internet or by telephone);
  - these General Terms;
  - the Service Description;
  - the Price Table;
  - any applicable Special Conditions; and
  - the Dictionary.
- 1.1.3 In the Agreement, terms that are defined in the Dictionary will start with a capital letter. For example, in the statement "Globalgig will supply the Service", the word "Service" is capitalised to indicate that it is defined in the Dictionary.
- 1.1.4 If any document that is part of the Agreement (as listed in clause 1.1.2) contains a term or condition that contradicts a term or condition in another document that is part of the Agreement, the term or condition from the document that is listed first in clause 1.1.2 will apply.
- 1.1.5 To understand your rights and obligations as well as our obligations to you, you need to read all of the documents that form the Agreement. The following is a brief summary of each document in the Agreement:
- 1.1.6 The Service Description is the detailed description of the Service that we offer, including payment methods, requirements to use the Service, and availability of the Service.
- 1.1.7 The Price Table sets out all fees and charges that we may charge you for using the service, for late payments and other items. Please check the Price Table carefully to see which charges and fees apply to you for the use of the Service.
- 1.1.8 The Dictionary explains the terms and expressions, which we use in the documents that form the Agreement.
- 1.1.9 You may download the latest version of all documents that make up the Agreement from our website [www.globalgig.com.au](http://www.globalgig.com.au).
- 1.1.10 Your purchase of the SIM card and the Service is (save where expressly stated to the contrary) governed exclusively by the terms and conditions of the jurisdiction, which corresponds to the nationality of the Effective Currency.
- 1.1.11 The Agreement is your entire agreement with us with respect to the Supply of the Service. No other document or representation by any person (unless we agree in writing) specifies how you will purchase or we will supply the Service, or specify any warranty in connection with the Service.

### 1.2 What is the Agreement, and when does it start and finish?

- 1.2.1 At the time that you apply for the Service, either online at [www.globalgig.com.au](http://www.globalgig.com.au) or by calling the Globalgig sales team, you will enter into a contract with us on the terms of the Agreement.
- 1.2.2 The Agreement starts at the earlier of
- when you apply for the Service and accept verbally or online to the terms and conditions set out in your agreement (and we accept your application); or
  - when you Activate your Service

- 1.2.3 We will provide you with the Service until you or we cancel it in accordance with clause 8 of these terms.

### **1.3 Responsibility for persons you allow to use the Service**

- 1.3.1 You agree that you are responsible for any use of the Service associated with your SIM card by any other person (unless that person has used the Service because of something we should or should not have done). For example, you will be responsible for paying all usage charges incurred by a person using the Service associated with your SIM card.

## **2 Changing the Agreement**

### **2.1 Changes to the Agreement we must tell you about in advance**

- 2.1.1 Except for changes described in clause 2.2, we will give you at least 21 days notice in writing (normally, by email) before we make a change to the Agreement that may be detrimental to you, or that could interfere with your enjoyment of the Service. For example, we would provide you with notice of an increase in the price for any part of the Service.
- 2.1.2 Whenever we make a change to the Agreement, the revised Agreement will be available for download on our website [www.globalgig.com.au](http://www.globalgig.com.au).

### **2.2 Changes to the Agreement we are not required to tell you about in advance**

- 2.2.1 We can change the Agreement without first telling you about the change if the change is beneficial to you, or does not interfere with your enjoyment of the Service. For example, we would not need to tell you about a reduction in the price for any part of the Service, or if a new service function becomes available.
- 2.2.2 We can change the Agreement without first telling you about the change in limited circumstances where we are permitted to do so by law, including changes required by law, such as an adjustment to the GST.

### **2.3 All other changes**

- 2.3.1 Except as otherwise authorised by this clause 2 or otherwise by this Agreement, neither you nor we can change this Agreement unless both of us agree to the change in writing.

## **3 Dealing with Personal Information**

### **3.1 Identification**

- 3.1.1 As a carriage service provider, we may be required under Australian law to establish the identity of our customers before we Activate your Service. If we are unable to establish your identity, or if you give us false or inaccurate information, we will be unable to supply the Service to you.
- 3.1.2 In order for us to meet our legal obligations, we may require that you provide additional information about yourself or proof of your identity from time to time, and we may suspend the service if you fail to supply the required information within a reasonable time.
- 3.1.3 You must provide us with any change of residential address within a period of 14 days of that change. You can change your address details by contacting our Customer Care Team.

### **3.2 Collecting and using Personal Information**

- 3.2.1 We will collect and use any Personal Information about you in accordance with applicable law, and our privacy policy (as amended from time to time) and which can be found at [www.globalgig.com.au](http://www.globalgig.com.au).
- 3.2.2 We may collect and use Personal Information from you, or we may collect and use Personal Information about you from a credit provider or a credit-reporting agency.

- 3.2.3 We may use your Personal Information to provide the Service to you, or to facilitate the supply of the Service to you by others.
- 3.2.4 We may be permitted or required by law to collect or disclose your Personal Information in some circumstances, including to assist:
- Emergency Services;
  - law enforcement agencies and Government agencies, including for the enforcement of criminal and other laws; and
  - the operator of the Integrated Public Number Database ("IPND") (an industry-wide data base of all telephone numbers and customer details).
- 3.2.5 We may disclose your Personal Information to entities that provide services to us relating to the provision of the Service, including SMS or email re-senders and to handle payments with regards to you using the Service.
- 3.2.6 We may disclose your Personal Information to Optus and its related bodies corporate including information relating to your affairs or personal particulars (including any listed or unlisted telephone number, address or account history) or your use of the Service. We and Optus may use your Personal Information for:
- the purpose of supplying the Services; or
  - marketing purposes, including the supply to you of information by electronic message (for example SMS).
- 3.2.7 We may use and disclose your Personal Information for purposes related to the supply of the Service, including billing, account management and payment reconciliation.
- 3.2.8 Access to your Personal Information can be obtained by contacting our Customer Care Team.
- 3.2.9 You give your consent to our use, and the use by any of our suppliers, of any Personal Information we collect from you, provided such use is made in accordance with this Agreement, our privacy policy (as amended from time to time) and relevant privacy laws.

### **3.3 Opting Out**

- 3.3.1 You may opt out of the receipt of certain material, such as promotional, marketing, or advertising material about Globalgig products. If you tell us you opt out of the receipt of such material, you will only receive information we are required by law to provide to you or information pertaining directly to your account. You can opt out by contacting our Customer Care Team.

## **4 Bills and Payments**

### **4.1 Billing**

- 4.1.1 A record of your usage of the Service can be obtained by contacting our Customer Care Team. Your usage records do not constitute a tax invoice.
- 4.1.2 You will be allocated a Monthly Billing Day shortly after you Activate. Your Monthly Billing Day determines when your first monthly billing period commences.
- 4.1.3 Once allocated a Monthly Billing Day you will receive a bill, normally within 7 days, for the number of days between Activation and the commencement of your first monthly billing period ("initial period"), and for your first full monthly billing period. During the initial period your Monthly Plan Charge will be billed on a pro rata basis. You will also be charged for any excluded or excess usage during the initial period.
- 4.1.4 We will send you a bill each month for charges relating to your use of the Service. Monthly Plan Charges are billed for each monthly billing period in advance, and any excluded or excess usage

charges are billed in arrears. Your bill may also include details of any previously billed amounts that are overdue for payment.

- 4.1.5 Your bill will specify the total amount payable for your use of the Service; however, your bill will not contain itemised details of your data usage (if any). Details can be obtained by contacting our Customer Care Team.
- 4.1.6 We will endeavour to include all charges you have incurred in your next bill; however, in some circumstances, charges you have incurred will appear on a later bill. We will not bill you for charges older than 160 days from the date the charge was incurred unless we are permitted to do so by the relevant industry code.
- 4.1.7 We will provide your bill in pdf or other commonly used format. The digital bill constitutes a tax invoice for your use of the Service. Paper bills can be produced by our Customer Care Team upon request and will be charged at the rate set out in the Price Table.

## **4.2 Billing Frequency**

- 4.2.1 We will normally bill you on the same day each month. Your Monthly Billing Date (MBD) will be determined by the day on which your Service is Activated:
- 4.2.2 Your bill will be emailed to your nominated email address in pdf format. It is your responsibility to ensure your nominated email address is valid. You can change your email address by contacting our Customer Care Team.
- 4.2.3 We will not send you a paper bill by mail, unless you ask us to in which case you will be charged at the rate as set out in the Price Table.

## **4.3 Payment**

- 4.3.1 We will charge your nominated credit or debit card on the due date displayed on your bill or the closest business day (unless we agree otherwise, for example, because of a legitimately disputed invoice). This will usually be the same date every month (or the closest business day).

## **4.4 Late or Dishonoured Payment**

- 4.4.1 If a direct debit to your nominated credit or debit card fails or is dishonoured due to a problem for which you are responsible (for example, insufficient funds or credit), we will make reasonable attempts to contact you to notify you of this, and we may pass on any charges we incur, as set out in the Price Table, as a result of the failed or dishonoured direct debit to you.

## **4.5 Set Off**

- 4.5.1 If you owe any amount to us for any reason, we may apply any amount you pay to us (for any reason) to set off against the amount owed by you.

## **4.6 Overpayment**

- 4.6.1 If you pay us more than the amount you owe to us at any time, your account will be credited with the amount that you have overpaid. Your next bill will be reduced by the amount of credit in your account.

## **4.7 Taxation, including Goods and Services Tax**

- 4.7.1 Unless otherwise indicated all fees and charges that are set out in the Price Table are inclusive of tax, including goods and services tax.
- 4.7.2 If any new tax or government impost is introduced, or if the rate of any existing tax is changed, which applies directly to the price of goods or services, we will make appropriate adjustments to the fees and charges in the Price Table.

## **4.8 Other Payments**

- 4.8.1 We may also require you to make payments outside of your regular monthly billing period for excluded or excess usage charges incurred or charges to be incurred, if we reasonably consider that you may be unable to pay for such charges. The amount of any such payment amount will be determined by us (acting reasonably). If you make a pre-payment such amount will be treated as an overpayment and dealt with in accordance with clause 4.6

## **5 Using the Service**

### **5.1 Use of the Service**

- 5.1.1 When you are using the Service you must comply with:
- the law of the Globalgig Country in which you are using the Service;
  - the Terms of the Globalgig Country in which you are using the Service;
  - all directions by relevant authorities; and
  - all reasonable directions from us, including all directions we are required by law or our suppliers to make.
- 5.1.2 You must not use or to attempt to use the Service:
- to infringe or interfere with the legal rights of any other person;
  - to transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing, unwanted or otherwise prohibited by law;
  - to expose us or any of our suppliers to liability (other than the obligation to supply the Service to you in accordance with this Agreement);
  - to resell, rent, distribute or reproduce any part of the Service, or operate any service similar to the Service without our prior approval in writing;
  - to make or receive calls or send or receive content using the Service other than for your own personal or business use;
  - to wholesale the Service, including by transmitting, refiling or aggregating domestic or international network traffic;
  - to operate a carriage service, or to act as a carrier (as those terms are defined in the *Telecommunications Act 1997*); or
  - in connection with a device that switches or reroutes communications to or from the Service.



- 5.1.3 For the avoidance of doubt, you acknowledge and agree that any use of the Service by you in a Globalgig Country immediately varies this Agreement to the extent necessary to give effect to any Globalgig Country Terms which you have been given the opportunity to read and are available via our website [www.globalgig.com.au](http://www.globalgig.com.au).
- 5.1.4 We may ask you to stop doing something that we reasonably believe is prohibited by this Agreement. If you do not comply with our request within two business days we or our supplier may take all reasonable steps to ensure compliance, including suspending or cancelling the Service without further notice to you, and notifying relevant authorities.
- 5.1.5 You acknowledge that we or any other supplier, whose network is used to supply the Service, may be required by law to intercept communications over the Service or to monitor your usage of the Service and communications sent over it.
- 5.1.6 You acknowledge that we, or our suppliers, may restrict or block access to any number or Service (other than an emergency number or Service) if required for technical, operational or commercial reasons.

## **5.2 Exceptionally High Use**

- 5.2.1 For your protection and to protect the integrity of the Service, we may contact you, or we may suspend your use of the Service, if we become aware of, or reasonably suspect, use of the Service that is unusual. If we exercise our rights to contact you or suspend the Service, you agree that we may do any reasonable thing to satisfy ourselves that the unusual use of the Service is appropriate, which may include requiring you to provide evidence of your identity, or your ability to pay for the unusual use of the Service.

## **5.3 Third Party Compliance**

- 5.3.1 When you use the Service it is your responsibility to comply with any rules imposed by any third party whose content or service you access using the Service or whose network your data traverses.

## **5.4 Opted Out Facilities**

- 5.4.1 The delivery of the Services supersedes and replaces any entitlement you may have;
- to receive alerts in respect of any data or other usage levels or thresholds or as regards the automatic termination of the Services by reference to the same;
  - as regards the self care and management of your financial and services arrangements with us in respect of (without limitation) access to billing, service-plan and usage information and otherwise.

## **5.5 Accessing Services**

### **5.5.1 You agree to**

- comply with any instructions in the User Guide or otherwise issued by us in connection with the use of the Services and shall ensure compliance on the part of any third party using the Services made available to you;
- not utilise the Services for any unlawful, fraudulent, criminal or offensive purpose;
- not sell, share or transfer the benefit of the Services to any third party;
- not use any device for accessing the Services which is not approved for use by Globalgig;

### **5.5.2 The SIM card and its software are the property of Globalgig and their use is licensed to you for the purpose of accessing the Services;**

### **5.5.3 The use of the Services is personal to you and may not be transferred to or used or shared by any other party without our prior written consent.**

## **5.6 Intellectual Property**

### **5.6.1 In the course of using the Service, you may encounter material in which we, or our suppliers, own intellectual property rights (for example, trademarks, copyright material and confidential information).**

### **5.6.2 You acknowledge that nothing in this Agreement grants any right to you to use any material in which we or any of our suppliers own intellectual property rights, and you may not use, promote, copy, publish, republish, redistribute, re-communicate, or otherwise exploit any such material without the prior written consent of us or our suppliers. To clarify, examples of prohibited uses of such material include framing, linking, posting to news groups and any other form of copying.**

### **5.6.3 You agree that you will indemnify (that is, pay without further obligation) us, and our suppliers against any losses and costs (including legal costs) we, or our suppliers may suffer as a result of any breach of clause 5.6.2.**

### **5.6.4 You agree that you will immediately tell us if you become aware of any unauthorised use (whether by you or any other person) of any material in which we, or any of our suppliers own intellectual property rights.**

## **6 Your rights as a consumer, and our limitations on responsibility**

### **6.1.1 You have certain rights at law, including under Australian Consumer Law that cannot be limited or excluded. Nothing in this clause or otherwise in the Agreement limits or excludes any of these rights. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.**

### **6.1.2 Where you acquire services from us:**

- a) the amount payable for those services exceeds \$40,000;
  - b) those services are not of a kind ordinarily acquired for personal, domestic or household use; and
  - c) and it is fair and reasonable for us to do so,
- our liability to you for breach of any conditions and warranties is limited to resupplying, repairing or replacing the services.

- 6.1.3 In addition to your rights under this Agreement and under Australian Consumer Law, you may also have rights under legislation, regulations, telecommunications industry codes, guidelines and dispute resolution processes and the general law, such as:
- the Telecommunications Act 1997;
  - Fair Trading legislation and regulations in your State or Territory;
  - industry codes registered with the Australian Communications and Media Authority (or its successor), including the Telecommunications Consumer Protection Code;
  - by contacting the Australian Competition and Consumer Commission or the Office of Fair Trading in your State or Territory; and
  - by contacting the Telecommunications Industry Ombudsman.
- 6.1.4 Except where we are liable to you under this Agreement or under laws referred to in this clause 6, you acknowledge that the Service is a telecommunications service that by its nature is dependent, directly and indirectly, on related services provided by Suppliers. We do not control, and are not responsible for, any interruption, degradation or failure of the Service to the extent it is caused or contributed to by these third party Suppliers. You acknowledge and agree that our Suppliers are not liable to you whether in contract, tort (including negligence) or otherwise for any Service that we supply to you, including any delay or failure of their service.
- 6.1.5 Except where we, or a Supplier, are liable to you under this Agreement or under laws referred to in this clause 6, you agree that you accept all risk for your use of the Service, and neither we nor our Suppliers will have any liability to you for loss suffered in connection with your use of the Service (this includes liability in contract, tort (including negligence) or liability for lost profits, lost revenue, lost savings, any consequential or indirect loss or any claim by a third party, even if we knew such loss or liability was possible or was otherwise foreseeable).
- 6.1.6 You acknowledge that we do not control, and neither we nor our Suppliers have any responsibility for:
- your right or ability to use, access or transmit any third party content using the Service;
  - the accuracy or the completeness of any content which you may use, access or transmit using the Service;
  - the consequence of you using, accessing or transmitting any content using the Service, including without limitation any virus or other harmful software; and
  - any charges which a third party may impose on you in connection with your use of their service that you access through the Service.
- 6.1.7 We do not manufacture the Globalgig SIM Card and we exclude to the full extent permitted by law all warranties, terms and conditions in respect of the condition, performance and fitness for purpose, whether express or implied, and provided that we shall pass on to you the benefit of any warranties obtained by us from the manufacturer supplied to you as part of the Service, whereupon we shall be deemed to have discharged our obligations in this respect.
- 6.1.8 We are not responsible for any costs, shortcomings in, failures of or other effects on the Service and/or the Globalgig SIM Card arising from the performance, failures, connection or compatibility of any equipment device, operating systems, carrier upgrades, SIM card or services which are not supplied by us including (where relevant and without limitation) any communications device which you use in connection with the Globalgig SIM Card or the delivery of the Service or the effects of any computer viruses, cyber or other attacks on the Service or the facilities derived from or any other form of denial of service or in the event that you operate or deal with in a manner which is not approved or instructed in the User Guide all of which prospective circumstances are deemed to be known to and understood by you.
- 6.1.9 The Service is available only in the Globalgig Countries and to the extent consistent with the telecommunications coverage provided by our network partners as described for information

purposes only in the relevant coverage maps and materials available from those network partners. Whilst we will take reasonable steps to ensure the accuracy of all information in this regard, we are not responsible for any errors or inaccuracies and you acknowledge that you are fully aware that the availability of the Service is restricted and limited to that extent.

## **7 Suspending the Service**

### **7.1 When we may suspend the Service**

We may suspend the Service at any time, without notice:

- when we are required to do so by law (including the law of a Globalgig Country in which you are using the Service);
- if we are directed to do so by a relevant authority;
- in the case of an Emergency;
- if we or our Suppliers consider it is appropriate to do so to reduce the incidence of fraud;
- if you fail to make a payment for your use of the Service by the due date for that payment;
- if there is any delay, dispute or disruption in your payment for the Service, including if any credit or debit card transaction is delayed or reversed for any reason;
- if we reasonably consider that you will not, or will be unable to, pay for your use of the Service;
- it is necessary to allow us or our Supplier to rectify a failure or malfunction of the Service, or to perform an upgrade or to maintain the Service;
- to reduce or prevent interference with the Service or the mobile digital network operated by our Supplier;
- an event that is not within our control prevents us from supplying the Service to you;
- we suspect you, or a person using your SIM card, is misusing the Service, or is not authorised to use the Service;
- we reasonably believe that a request to activate or cancel the Service has not been authorised by you;
- we are otherwise authorised to do so by this Agreement, provided we have otherwise complied with, and such suspension is not prohibited by, relevant laws, regulations and industry codes.

### **7.2 Request by you for us to suspend the Service**

7.2.1 You may ask us to suspend the Service at any time (for example, following the loss or theft of your SIM card), in which case you will not be liable for any use of the Service associated with your SIM card after you request such suspension.

7.2.2 Following a request by you to suspend the Service, the Service will remain suspended until:

- you ask us to resume the Service; and
- we notify you that the Service has been resumed.

### **7.3 Alerts and Service Bars**

The following terms shall apply as regards Alerts and Service Bars respectively:

- 7.3.1 We may send Alerts and implement Service Bars but we shall not be obliged and shall not be liable for any failure to do so (notwithstanding our right to implement any Service Bar under any provision of this Agreement).
- 7.3.2 Unless otherwise agreed in writing or unless we give you 7 days' notice of withdrawal of the same a Service Bar will be applied when during any single billing period you incur each \$100 incremental increase in charges in respect of data usage other than in respect of the relevant Data Allowance.
- 7.3.3 We may remove any Service Bar implemented under this Agreement conditional upon your meeting any requirements which we may from time to time determine including (without limitation) your contacting us and paying all outstanding charges provided always that our right of under clause 7.3.2 shall continue notwithstanding the removal of any particular Service Bar.
- 7.3.4 The parties may from time to time agree in writing for the implementation of a Service Bar on different terms from those in clause 7.3.2 provided that any such agreement shall lapse in the following circumstances:
- without notice if you are in default of any of the terms of this Agreement at which time clause 7.3.2 shall be deemed to apply; and
  - on our giving you 7 days' notice;
- 7.3.5 All Alerts and Service Bars will be issued and implemented according to the best information then available to us but you are advised and acknowledge that due to the nature and delivery of data usage records the relevant information is not available on a real-time basis and is unlikely to include usage occurring during the period of approximately 48 hours preceding the relevant Alert and/or Service Bar for which you will remain liable in any event.

## **8 Cancellation of Service and termination of this Agreement**

### **8.1 Cancellation by you**

- 8.1.1 You may cancel the Service at any time by giving us notice that you wish to do so.
- 8.1.2 If you cancel your Service prior to the expiry of the Minimum Term (if any) you must pay an Early Cancellation Fee.
- 8.1.3 Following our receipt of notice in accordance with clause 8.1.1, this Agreement will terminate at the end of the day immediately preceding your next Monthly Billing Date (MBD) after the following have occurred:
- we have received both your notice of cancellation; and
  - all amounts owed by you to us for your use of the Service have been paid in full
- 8.1.4 In the event that your notice of cancellation is received less than 48 hours prior to your next MBD, this Agreement will not terminate until at the end of the day immediately preceding your second next MBD.
- 8.1.5 In addition to your rights to cancel the Service under this clause, you may have rights to cancel the Service or terminate this Agreement under the laws in force in the State or Territory in which you reside (for example, you may have rights to a statutory cooling-off period, which may include termination and refund rights in some circumstances). We will comply with any such laws where they apply to this Agreement, and nothing in this clause or otherwise in this Agreement limits or excludes any of these rights.

### **8.2 Cancellation by us**

- 8.2.1 We have the right to cancel the Service immediately if:

- we are required to do so by law (including the law of a Globalgig Country in which you are using the Service);
- we are directed to do so by a relevant authority;
- there is an Emergency;
- we reasonably consider that you will not, or will be unable to, pay for your use of the Service;
- you die or you're declared bankrupt (if you are an individual) or a receiver, liquidator, provisional liquidator or administrator is appointed to you or you enter into an arrangement with your creditors, or you become insolvent or are wound up (if you are a company);
- you breach a material term of this Agreement;
- we suspect you, or a person using your SIM card, is misusing the Service, or is not authorised to use the Service;
- you become a Carrier or Carriage Service Provider (as those terms are defined in the Telecommunications Act 1997 (Cth)) carrying on business in Australia; or
- we are otherwise authorised to do so by this Agreement.

8.2.2 We have the right to disconnect or suspend the Service and any related SIM card and mobile service number in respect of any Globalgig Country and/or Network Carriers in the event that you fail to obtain any chargeable Service by reference to that mobile service number for a period of 120 consecutive days or 120 days during any continuous period of 12 months;

8.2.3 We will provide you with notice of the cancellation of the Service. We are not required to provide notice to you before cancellation of the Service, although we will make reasonable efforts to do so if reasonably possible.

8.2.4 If your account is in credit due to an earlier overpayment by you and we cancel the Service, we will deduct from that credit all amounts owed by you to us for your use of the Service. Following such deduction, if your account remains in credit, we will refund the amount of remaining credit to you.

### **8.3 Automatic Cancellation**

8.3.1 If we receive an MNP notice requiring that your mobile service number be ported to another service provider, your access to the Service will be cancelled automatically.

8.3.2 For the avoidance of doubt, any cancellation of your Service will mean that you cannot use the Service however this Agreement is terminated, and fees for the Service will still be payable, until all your obligations under this Agreement have been met.

### **8.4 Termination of this Agreement**

8.4.1 Termination means that this Agreement is at an end, and only occurs once all obligations under this Agreement have been met (or the party to whom an obligation is owed has consented in writing to the waiver of that obligation).

8.4.2 This Agreement will terminate at the end of the day immediately preceding the then next following MBD after all amounts owed by you to us for your use of the Service have been paid in full.

### **8.5 Consequences of termination**

8.5.1 Following termination of the Agreement

- You will no longer have the right to use the Service, and
- You will not longer have the right to use your mobile service number unless you have ported the mobile service number to another carrier.

## **9 Transfer of this Agreement**

- 9.1.1 You agree that we may assign all or part of our rights under this Agreement to any person at any time, without providing notice to you.
- 9.1.2 You agree and give your consent that this Agreement may be novated (that is, Globalgig will be replaced as a party to this Agreement by another person) to any other person by either us or the person to whom this Agreement will be novated giving notice to you, provided that the novation is on terms no less favourable to you than the terms of this Agreement immediately before the novation.
- 9.1.3 You agree and give your consent that if this Agreement is novated to Optus, the rates applicable to your continued use of the Service will be as specified in the nearest applicable Optus rate plan (which will be no less favourable to you than the rate plan applicable to your use of the Services immediately before novation).
- 9.1.4 You cannot assign or novate all or part of your rights and obligations under this Agreement (other than in accordance with this paragraph).

## **10 Disputes, Complaints and Faults**

### **10.1 Raising a dispute or making a complaint**

- 10.1.1 If you wish to dispute any aspect of the Service (including billing), or if you wish to make a complaint about any aspect of the Service, you can do so by contacting our Customer Care Team.
- 10.1.2 All disputes or complaints will be handled in accordance with our Complaints Handling Policy, which is available from our website [www.globalgig.com.au](http://www.globalgig.com.au).
- 10.1.3 We will use best endeavours to resolve your dispute or complaint. However, if you are not satisfied with how we handle your dispute or complaint, you may refer the dispute or complaint to external arbiters, such as:
- the Telecommunications Industry Ombudsman;
  - the Fair Trading or Consumer Affairs office in your State or Territory; or
  - the Privacy Commissioner.

### **10.2 Financial hardship**

If you are in a situation of financial hardship, you can contact our Customer Care Team. We will offer you assistance in accordance with our Financial Hardship Policy, which is available from our website [www.globalgig.com.au](http://www.globalgig.com.au).

### **10.3 Fault Reporting**

- 10.3.1 If you experience any problem, disruption or other fault with the Service, you may report the problem, disruption or fault to us.
- 10.3.2 We will investigate, or arrange for our suppliers to investigate, each reported fault and will take an action necessary to rectify the fault.

## **11 General**

### **11.1 Governing Law**

- 11.1.1 The laws of the Commonwealth of Australia and the laws of the State or Territory in which you normally reside govern this Agreement.
- 11.1.2 You and we submit to the exclusive jurisdiction of the courts of the Commonwealth of Australia, its states and territories

### **11.2 Waiving Rights**

11.2.1 If we do not exercise a right that we have under this Agreement we do not waive our entitlement to exercise that right at a later stage.

11.2.2 A right under this Agreement may only be waived by us in writing.

### **11.3 Events not within our control**

11.3.1 If an event that is not within our control affects our ability to perform any obligations under this Agreement, including the supply of the Service, then we will not be liable for failing to perform that obligation. We will make best efforts to notify you of any such event.

### **11.4 Information about your rights**

11.4.1 You should contact us if you need to discuss any aspect of the Service or this Agreement.

11.4.2 If we do not satisfactorily deal with any issues you may have with the Service or this Agreement, further information and advice can be obtained by contacting the Australian Communications and Media Authority (ACMA), the Telecommunications Industry Ombudsman (TIO), the Australian Competition and Consumer Commission (ACCC) or the relevant Department of Fair Trading or Department of Consumer Affairs in your state or territory.

## **12 Commissions**

12.1.1 You acknowledge that we may pay commissions to agents or other parties who introduce you to us, or assist us in making this Agreement with you.

## **13 How to contact us**

By phone 1300 281 582

By email [customercare@globalgig.com](mailto:customercare@globalgig.com)

By mail Globalgig Australia Pty Ltd, GPO Box 2766, BRISBANE QLD 4001