



Globalgig Australia

Summary of the Standard Form of Agreement

Valid as of 1 May 2015

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1 Introduction to the Summary of the Standard Form of Agreement

Globalgig Australia Pty Ltd ABN 48 159 378 097 (referred to in this document as “Globalgig” or “we” or “us”) supplies its Service to you in accordance with its Standard Form of Agreement (“SFOA” or “Agreement”). The SFOA is comprised of the following documents:

- your application (whether made over the internet or by telephone);
- the General Terms;
- the Service Description;
- the Price Table;
- any applicable Special conditions; and
- the Dictionary;

This summary is designed to give you an outline of the terms and conditions of the SFOA. However, it does not replace the SFOA, and does not change any of the terms and conditions of the SFOA. If you would like to review any or all of your rights and obligations in connection with your use of the Globalgig service (“Service”), the SFOA is available from the Globalgig website at www.globalgig.com.au.

2 Summary of Material Terms and Conditions

2.1 Description of the Service

The Service allows you to access data transmission services such as the internet using Globalgig’s facilities and the facilities of other providers in specific international locations (known as “Globalgig Countries”).

2.2 Term of Contract

You agree to be bound by the terms of the SFOA by Activating your Globalgig SIM Starter Pack and using the Service. If you do not accept the terms of the SFOA, you must not use any of Globalgig’s Services. You can Activate your Globalgig SIM Starter Pack online at www.globalgig.com.au.

You may cancel the Service at any time and the Agreement ends when all your obligations are met, such as payment of outstanding bills.

If you cancel your Service prior to the expiry of the Minimum Term (if any) you must pay an Early Cancellation Fee. See additional fees or charges in our Price Table at www.globalgig.com.au

2.3 Charges and Billing

The cost of the Service depends on your usage and your choice of Plan. Charges for mobile data usage including any usage in addition to your Plan’s monthly mobile data allowance, and any other additional services provided by Globalgig, are set out in the Price Table available at www.globalgig.com.au

We may perform a credit check before approving your application to Globalgig.

After Activation of your Service you will be billed for your Service each month. We will send you a bill each month, to your nominated email address, in pdf or other commonly used format. The digital bill constitutes a tax invoice for your use of the Service. Paper bills can be provided on request and will be charged at the rate set out in the Price Table.

2.4 Use of the Service

You must not use the Service, or allow someone else to use the Service for an illegal or improper purpose, or to transmit material which is defamatory, offensive, abusive, indecent, menacing, unwanted or otherwise prohibited by law. You must not resell, wholesale, rent, distribute or

reproduce any part of the Service or operate a service substantially similar to the Service we provide to you without our prior approval in writing. The Service is only available in certain specified countries. You must comply with our instructions for using the Service including our user guide.

We may contact you or suspend your Service if there is unusual use of the Service. You may be required to provide proof of identity or evidence of your ability to pay for the unusual use of your Service. You are responsible for the use of your Service by any other person, unless you have asked us to suspend your Service.

We will send you alerts when your usage of our Service reaches certain volumes as required by law and we may send alerts at other times.

Once you have used all the data in your Plan we will automatically bar the Service as you incur each \$100 of expenditure on excess usage, but we may agree not to do this or agree a different limit. These steps will be taken on the best information available to us but we may not be able to record your use of our Service on a fully real-time basis.

2.5 Suspension or Termination of the Service

We may suspend or terminate your Service, in certain circumstances such as when we are required to do so by law, if you fail to make a payment by the due date, if we reasonably consider that you will be unable to pay for the use of the Service, we suspect that you or a person using your Service is misusing the Service or to reduce interference with a mobile network. All circumstances are set out in the SFOA.

You may request your Service to be suspended (for example if your Globalgig SIM card is lost or stolen). You will not be liable for use of the Service once you have notified us of the loss or theft, but you will be liable for any use of the Service before you gave us notification.

If the Agreement has been terminated for any reason you will be unable to use the Service.

2.6 Personal Information and Privacy

We may collect personal information about you for the primary purpose of providing you with our Services. We will deal with your personal information in accordance with applicable law and our Privacy Policy, which is available at www.globalgig.com.au. If you do not provide the information we ask for, we will not be able to provide the Service.

We, and our supplier Optus, may use your personal information for purposes related to providing you with the Service, performing credit checks and to provide you with information about other goods or services, special offers, and promotions related to the Service we provide to you.

2.7 Changes to Terms

We will give you at least 21 days notice in writing (normally by email) before we make a change to the SFOA that may be detrimental to you or that could interfere with your enjoyment of the Service, such as price increases. We can change the SFOA without telling you if the change is beneficial or does not interfere with your enjoyment of the Service.

We can change the SFOA without notice in limited circumstances such as changes required by law such as changes to the GST rate.

Whenever we make a change to the SFOA a revised version will be available at www.globalgig.com.au.

2.8 Liability

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.

You acknowledge that the Service is dependent on related services provided by other suppliers. We cannot control, and are not responsible for, any interruption, degradation or failure of the Service to the extent it is caused by other suppliers.

The Service is only available in certain countries where we have partner arrangements in place.

Except where required by law, neither we nor our Suppliers are responsible for consequential or indirect loss such as lost profits, lost revenue, lost savings, or for any claim made by a third party.

2.9 Enquiries, Complaints and Disputes

If you wish to make an enquiry, dispute any aspect of your Service or make a complaint, you can do so by contacting our Customer Care Team. All disputes or complaints will be handled in accordance with our Complaints Handling Policy, which is available at www.globalgig.com.au.

We will use our best endeavours to resolve your dispute or complaint. However, if you are not satisfied, you may refer your dispute or complaint to:

- a. The Telecommunications Industry Ombudsman (TIO) which can deal with complaints you have not been able to resolve with us;
- b. The Fair Trading or Consumer Affairs office in your State or Territory which can provide information on your rights and provide assistance with resolving disputes; or
- c. The Privacy Commissioner who deals with privacy complaints.

3 How to contact us

By phone 1300 281 582

By email customercare@globalgig.com

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