

## SUMMARY OF STANDARD AGREEMENT FOR PIVOTEL SERVICE

- 1) This is a summary of the terms and conditions for your Pivotel Service. The full terms and conditions are contained in Pivotel's Standard Agreement which is available on request from Pivotel New Zealand Pty Limited ABN 66 100 516 158 ('**Pivotel**'), and at [www.pivotel.co.nz](http://www.pivotel.co.nz). The Standard Agreement is binding on you.
- 2) The Pivotel Service may include access to any of the following Services, all of which are acquired by you from Pivotel:
  - (i) single mode Globalstar voice and data services (the '**Globalstar Service**');
  - (ii) single mode Iridium voice and data services (the '**Iridium Service**');
  - (iii) single mode Inmarsat voice and data services (the '**Inmarsat Service**');
  - (iv) Inmarsat high speed IP data services (the '**Inmarsat IP Data Service**');
  - (v) single mode Thuraya voice and data services (the '**Thuraya Service**');
  - (vi) Thuraya high speed IP data services (the '**Thuraya IP Data Service**');
  - (vii) 3G voice and data services on the Vodafone Wholesale Network (the '**Swift Service**');
  - (viii) 3G voice and data services on the Telstra Wholesale Network (the '**Classic Service**');
  - (ix) high bandwidth VSAT fixed satellite services using the VSAT network (the '**VSAT Service**');
  - (x) satellite machine to machine messaging services, provided using the Globalstar Network (the '**Globalstar Simplex Service**'), the Iridium Network (the '**Iridium Short Burst Data Service**'), and the Inmarsat Network (the '**Inmarsat IsatDataPro Service**');
  - (xi) personal satellite communication messaging services (the '**Personal Satellite Communications Service**'); and
  - (xii) Internet based tracking and telemetry services (the '**TracerTrak Service**').
- 3) The single-mode Globalstar handset can only access the Satellite Service,
- 4) Iridium, Inmarsat and Thuraya handsets can only access the Satellite Service. The single-mode handset requires one SIM card for the Satellite Service. The SIM can be used in a 3G Compatible Handset to access the Cellular Service.
- 5) In order to make and receive calls in using the Satellite Service, the handset satellite antenna must be extended upwards towards the sky and you must have a clear view of the majority of the sky. The Satellite Service provides coverage across mainland Australia, Tasmania and up to 500 nautical miles out to sea depending on the type of satellite technology chosen. The Iridium Service, and the Inmarsat Service are a global services. Some exclusion zones and coverage restrictions apply.
- 6) The Globalstar Simplex Service, Iridium Short Burst Data Service and the Inmarsat IsatDataPro Service are all store and forward satellite messaging services. Depending on the capability of the device, these services can be supplied in a dual-mode configuration together with either a Swift Service or Classic Service.
- 7) The Inmarsat IP Data Service, Thuraya IP Data Service and the VSAT Service are all high speed data services. Compatible devices must be used to access the relevant Satellite Service.
- 8) The Personal Satellite Communications Service and the TracerTrak Service combine an Internet based tracking, monitoring and messaging system together with devices connected to the relevant Satellite Service depending on the capability of the device. An Emergency Response Service may be provided in conjunction with these services.
- 9) When you acquire the Satellite Service, you are liable for and must pay the satellite airtime charges billed at the satellite rates for your particular service package. When you acquire the Cellular Service, you are liable for and must pay the cellular airtime charges billed at the cellular rates for your particular service package. The Satellite rates will generally be higher than Cellular rates for equivalent calls. Your service package may include messaging charges and monthly access charges in addition to airtime charges. When the service is used outside of Australia, roaming charges may apply at a higher rate as set out in your service package. Charges for inbound calls normally apply when roaming.

- 10) When receiving calls whilst using the Satellite Service or the Cellular Service, the calling party will pay the usual charges for calls made to a mobile handset. When using Globalstar mode on some Pivotel pricing plans, you must pay charges for calls you both make and receive. For these pricing plans, ordinary calls received by you in Satellite mode will be billed to you (unlike the Cellular Service).
- 11) You agree that Pivotel may receive or disclose personal information or documents about you for the following purposes:
- a) to a credit reference agency to obtain a consumer credit report about you and or to allow the credit reporting agency to create and maintain credit information about you. This information may be given before or during the provision of credit to you;
  - b) a credit reporting agency may disclose personal information from your consumer credit information file to Pivotel for the purpose of assessing an application for commercial credit by you and for the purpose of collection of payments that are overdue in respect of any commercial credit provided by Pivotel;
  - c) Pivotel may exchange information about you with another credit provider to assess an application by you for credit, to notify other credit providers of a default by you, to assess the status of this loan whether you are in default with other credit providers, and to assess your credit worthiness. You acknowledge that the Information exchanged can include anything about your credit worthiness, credit standing, credit history or credit capacity that the credit providers are allowed to exchange under the *Privacy Act 1988* (Cth); and
  - d) Pivotel may disclose personal information or documents about you to Law Enforcement agencies to assist in the prevention of criminal activities.
- 12) Pivotel may require a security deposit from you depending on Pivotel's assessment of your creditworthiness. The Standard Agreement sets out circumstances and terms under which a security deposit is required and managed by Pivotel.
- 13) If you request us to, or we validly discontinue your connection within your initial term, you must pay us:
- a) the access charges for the remaining months of the initial term;
  - b) an early termination fee as set out in the tariff which forms part of the Standard Agreement (Tariff); and
  - c) all outstanding fees and charges payable by you for the Pivotel Service.
- 14) We will invoice you for the Pivotel Services in accordance with the pricing plan you have selected on your application form. You can obtain a copy of our fees and charges for this pricing plan from us upon request by calling our Customer Care team on 0508 882 448. We may vary these fees and charges from time to time.
- 15) Unless otherwise agreed, we will invoice you monthly and post a copy of your invoice to your nominated billing address. You must pay each invoice within 14 days from the date of the invoice (unless you have arranged with us to pay your invoices by direct debit or credit card). We may charge you interest on overdue accounts and a late payment fee which is set out in the Standard Agreement (Tariff). You will be responsible to pay for all calls made using the Pivotel Service even if you did not make them.
- 16) You can review your invoices online, and monitor your unbilled usage at [www.pivotel.co.nz/selfcare](http://www.pivotel.co.nz/selfcare) or you can call Think Mobile customer care. For calls made in Australia, there will normally be a 24 – 48 hour delay between when you use your service, and when your unbilled usage will be available for review in the online Selfcare tool. Calls made whilst roaming overseas may take even longer to become available. You will be responsible to pay for all calls made using the Service even if you did not make them.
- 17) Although we will take all reasonable steps to make sure you receive the Pivotel Service within the relevant coverage area for the Service, the Pivotel Service is not free from faults or interruptions. Certain factors, such as network congestion, satellite or satellite gateway downtime and maintenance, and obstructions or interference such as that encountered in buildings may mean you will not receive the Pivotel Service in certain areas at certain times.
- 18) We retain ownership of the SIM card if one is provided for your Pivotel Service. You must return this to us upon disconnection of the Pivotel Service. We may charge you a SIM card replacement fee if you fail to return the SIM card within 30 days from disconnection. Please inform us immediately if you lose, or damage is caused to, your SIM card. We will then disconnect or bar your connection (you will be responsible for all usage charges up to that time) until the SIM card is replaced or repaired. We may charge you a SIM replacement fee unless we were at fault.
- 19) If you have a complaint about your Pivotel Service you should try to resolve it first with Pivotel by contacting us on 0508 882 448, or informing us by email to [mail@pivotel.co.nz](mailto:mail@pivotel.co.nz), or by writing to us at Pivotel Satellite Pty Limited, Locked Bag 100, Southport Mail Centre QLD 4215, Australia. If you are unhappy with how your complaint is being resolved, you may contact the Telecommunications Industry Ombudsman (TIO) or the Office of Fair Trading in your State or Territory.

20) You have rights under the *Competition and Consumer Act 2010* (Cth). Subject to that Act, we are not liable to you for any breach of any express or implied terms, conditions or warranties. Where we are unable by law to exclude our liability, but we are permitted to limit our liability, our liability for such breaches is limited, at our choice, to:

- a) if the breach relates to goods, the replacement or repair of the goods;
- b) if the breach relates to services, the re-supply of those services, or paying for the cost of having those services re-supplied.

*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.*

21) You cannot assign your Pivotel Service agreement without our consent. We can assign or novate the agreement to our nominee by following the procedure set out in CA628:2016 *Telecommunications Consumer Protection Code*.

22) There are certain events that may result in us suspending, restricting or disconnecting your Pivotel Service. These events are set out in the Standard Agreement.

23) We may vary the terms of the Standard Agreement from time to time. If the variation is detrimental we will advise you of the variation by placing a notice in your bill or otherwise writing to you in a manner which complies with the CA628:2016 *Telecommunications Consumer Protection Code*.