

Trans Orbit Pty Ltd t/a Navi Tour

ACN 010 781 825 ABN 37 010 781 825

Standard Agreement for the Supply of
Mobile Telecommunications Services
By Navi Tour (Navitel / Comtel)

Introduction.

This Agreement sets out the terms and conditions on which:

- Navi Tour (Navitel / Comtel) will provide the Service to Customers; and
- Customers of Navi Tour (Navitel / Comtel) may use the Service provided by Navi Tour (Navitel / Comtel).

It is composed of two sections

- PART A: A General Section that includes a Dictionary, and
- Schedule 1: Which contains specific service conditions, associated tariffs, and other associated charges

Dictionary

1 Definitions

ACA means the Australian Communications Authority.

Act (or the Act) means the *Telecommunications Act 1997*.

Access Period means the time between the date a Customer Recharges and the Expiry Date, during which a Customer can use the Service.

Agreement means this Standard Agreement, comprising Part A – General and this Dictionary, and Schedule 1 encompassing a Service Description, tariffs, other associated costs, and applicable tariff brochures issued by Navi Tour (Navitel / Comtel) from time to time. Together, these documents form the entire agreement between Navi Tour (Navitel / Comtel) and the Customer.

Ancillary service means any service provided by Navi Tour (Navitel / Comtel) in conjunction with the Service, such as voicemail or short message service (SMS).

Call Rate means the call rates for a Call Plan.

Claim means any claim, action, proceeding, judgment, damage, loss, expense or liability, including legal costs, whether direct or indirect, however calculated.

CLI means calling line information.

Confidential Information means all confidential information about the Service, Navi Tour (Navitel / Comtel), its Related Bodies Corporate, Mobile Network, or the Customer, which is or has been disclosed under or in connection with this Agreement; or learnt or acquired in the performance of this Agreement, other than any such information which; was in the public domain at the time of its provision, otherwise than through a disclosure in breach of this agreement; or lawfully came into the possession of the other party otherwise than as a result of a disclosure in breach of this agreement.

Connection means the activation of the Service.

Connected has a corresponding meaning.

Consequential Loss includes:
indirect loss and special damages;
loss of revenue;
loss of profits;
loss of business;
loss of anticipated savings;
loss of goodwill;
loss of data;

claims of third parties; and

loss or costs associated with any of the above.

Credit Limit means the maximum credit, where applicable, provided by Navi Tour (Navitel / Comtel), to the Customer for the Service.

Customer means the principal and person who uses the Service.

Customer Authorisation Form means a form authorising a phone number to be ported.

Disconnection means the disconnection of a Connection.

Disconnected has a corresponding meaning.

Duplicate IMEI Handset has the meaning given in clause 16 (d) (iv).

Grace Period means the period starting from the Expiry Date and ending 30 days later provided that the Customer has not Recharged during that period.

GPRS means Navi Tour (Navitel / Comtel)'s General Packet Radio Service.

GPRS Compatible Phone means a phone specified by Navi Tour (Navitel / Comtel) to be compatible with GPRS.

Handset Blocking means the Special Service described as such in **Section 1: General Terms and Conditions** of this Agreement, and **block** or **blocked** in respect of a GSM handset has a corresponding meaning.

IMEI means international mobile equipment identity.

Insolvency Event means the happening of any of the following events in relation to a party:

if a natural person, it becomes bankrupt or insolvent;

if a company:

a liquidator, provisional liquidator, official manager, company administrator, administrator, receiver, manager, or receiver and manager or similar officer is appointed in respect of it;

it enters into, or resolves to enter into, a scheme of arrangement or composition with or assignment for the benefit of, or it proposes a reorganisation, moratorium or other administration, involving its creditors or a class of its creditors;

it enters into a deed of company arrangement;

it resolves to wind itself up or otherwise dissolve itself, or gives notice of intention to so resolve, except by way of bona fide solvent reconstruction or amalgamation on terms approved by the other party;

it suspends payments of its debts generally; or

it is or becomes unable to pay its debts when they are due or becomes unable to pay its debts within the meaning of the *Corporations Law*, or is presumed to be insolvent under the *Corporations Law*.

Network means the Vodafone Mobile Digital Network or such other network as is accessed from time to time.

Non-excludable Rights means rights and remedies conferred on a party by the *Trade Practices Act 1974* and similar legislation which cannot be excluded, restricted or modified.

Partnership includes all partners of the partnership, jointly and severally who are partners at any given time.

Principal means the person who is contracted to meet all costs of the service or any special services

Re-connected means the re-activation of a Connection which has been Disconnected.

Related Body Corporate has the meaning given to the term in the *Corporations Law*.

Roaming means where a Customer uses a mobile service on another carrier's network to make calls or access mobile services either within Australia or outside Australia.

Service means the Navi Tour (Navitel / Comtel) mobile digital service as described in Schedule 1 to this Agreement.

Service Provider is Trans Orbit Pty Limited t/a Navi Tour

SIM means the Subscriber Identity Module, to be used with a GSM mobile phone handset to enable use of the Service.

PART A: General Information

1 Overview

This Agreement outlines the terms and conditions upon which Customers who purchase a Navi Tour (Navitel / Comtel) Pack can use the Service. The Service provides Customers with access to a digital public mobile telecommunication service using the Navi Tour (Navitel / Comtel) Network and is used to make and receive voice calls to and from: Telephone numbers connected to the mobile network of Navi Tour (Navitel / Comtel) or another supplier; Telephone numbers directly connected to a local exchange of Optus or Telstra or any other telecommunications carrier; Other Australian public telephone numbers; and International public telephone numbers. The Service is subject to interconnection arrangements between Navi Tour (Navitel / Comtel) and the relevant operator of the network with which the number is associated.

2 Value Added Services

The following Value-Added Services are available with the Service.

Operator Services

Directory assistance is a charged service provided by dialling 1223 whereby an operator will locate the number. For overseas directory assistance, dial 0103.

Calls to emergency services are accessed by dialling 000 (or 112) within Australia or 112 from anywhere in the world; the Customer will be connected straight to emergency services; this is a free call.

Network problem reporting: to report any difficulties or faults with the Network dial 1100 (this is a free call).

Call Options

Customers who have Navi Tour (Navitel / Comtel)'s approval may call: 18XX numbers; Maritime, remote and satellite services, provided the Customer also has appropriate equipment;

19XX numbers;

International numbers.

3 Navi Tour (Navitel / Comtel) Contact Services

Navi Tour (Navitel / Comtel)'s Contact services are a suite of answering and message services which are outlined in Schedule 1.

4 Customer Service

Navi Tour (Navitel / Comtel)'s Customer Service representatives are available during business hours from 10:00 to 17:30, Monday to Friday for general service and account enquiries. All other times a message can be left and the enquiry will be attended to as soon as possible.

Navi Tour Sydney:	(02) 9279 1600
Navi Tour Gold Coast:	(07) 5570 6566
Navi Tour Cairns:	(07) 4051 9777
Navi Tour Melbourne:	(03) 9662 9400
Navi Tour Perth:	(08) 9421 1930
Navi Tour Brisbane:	(07) 3210 1488
After hours emergency:	0412-378-495

5 Coverage

There are certain restrictions on Service coverage. On request, Navi Tour (Navitel / Comtel) will provide Customers with information about the coverage of the Navi Tour (Navitel / Comtel) Network throughout Australia. Within certain coverage areas, local conditions could prevent or interfere with mobile phone reception. Such areas may include basement car parks, lifts, buildings, mountains and road cuttings.

6 Getting Started

Connection to the Service requires the activation of a SIM, which when inserted into a handset activates the handset to the Network. A Customer's contract with Navi Tour (Navitel / Comtel) commences on the activation of the SIM. Full details on activating the SIM are provided at the point of purchase. The SIM remains Navi Tour (Navitel / Comtel)'s property and must be returned on request.

Once connected to the Service, Customers are offered:

- The use of a mobile phone number;
- Fault rectification during Navi Tour (Navitel / Comtel) business hours;
- Access to the Navi Tour (Navitel / Comtel) Network; and
- Access to Navi Tour (Navitel / Comtel) Value-Added Services.

Section 1: General Terms and Conditions

1 The Service

a) Navi Tour (Navitel / Comtel) supplies Customers with the Service on the terms and conditions set out in this Agreement and the attached Schedule 1 – Service Description.

- b) Navi Tour (Navitel / Comtel) will take all reasonable steps to make sure that Customers can receive the Service. However, each Customer acknowledges that:
- i) The Service is not free from faults or interruptions;
 - ii) The Customer may not be able to use the Service in some areas, or in some buildings, or at certain times;
 - iii) Navi Tour (Navitel / Comtel) does not warrant currency, availability, accuracy, security or quality of any information that a Customer receives or can access using the Service;
- c) Customers are responsible for any reliance on or use of the information that they receive or can access using the Service;
- d) Roaming relies on the networks of other carriers over which Navi Tour (Navitel / Comtel) has no control. Consequently, Navi Tour (Navitel / Comtel) cannot guarantee the quality and reliability of the mobile service when a Customer is Roaming.
- e) Subject to the national regulatory policy on numbering:
- i) Navi Tour (Navitel / Comtel) may allocate a number to the Customer's Service and vary that number;
 - ii) The Customer has and can claim no legal interest or goodwill in any number or pin allocated by Navi Tour (Navitel / Comtel).

2 Obligations of Customers.

a) Customers must:

- i) Keep the SIM safe and in good condition;
- ii) Return the SIM to Navi Tour (Navitel / Comtel) immediately upon request;
- iii) Notify Navi Tour (Navitel / Comtel) immediately of loss of, or damage to a SIM;
- iv) Pay Navi Tour (Navitel / Comtel) all fees and charges which are incurred in its use of the Service and all applicable government taxes, duties, imposts or levies;
- v) Comply with all laws, regulations and guidelines concerning use of the Service;
- vi) Give Navi Tour (Navitel / Comtel) all information and co-operation it may require in relation to the Service;
- vii) Follow Navi Tour (Navitel / Comtel)'s reasonable instructions regarding the use of the Service; and
- viii) Notify Navi Tour (Navitel / Comtel) as soon as it becomes aware of any claim it may have against Navi Tour (Navitel / Comtel) in relation to the Service

b) Customers must not:

- i) Disclose to any person any Confidential Information or security number provided by Navi Tour (Navitel / Comtel) (including but not limited to the Customer's enquiry number, barring number or personal identification number);
- ii) Use the Service for any improper, immoral, unauthorised or unlawful purpose or allow any other person to use the Service for such purposes;
- iii) Use the CLI or information derived from the CLI except in accordance with the Act; and
- iv) Place, attempt or accept a reverse charge call using the Service.
- v) Resell, distribute or reproduce any part of the Service.

3 Service Suspension, Limitation or Termination

- a) Navi Tour (Navitel / Comtel) may, in its absolute discretion suspend, limit or terminate the provision of the Service if:
- i) Navi Tour (Navitel / Comtel) gives a Customer 14 days notice of its intention to do so; or
 - ii) The Customer exceeds the Credit Limit; or
 - iii) The Customer is in breach of this Agreement; or
 - iv) A regulatory authority such as the ACA instructs Navi Tour (Navitel / Comtel) to do so; or
 - v) There are technical problems with the Network of Navi Tour (Navitel / Comtel)'s mobile network provider which require corrective action; or
 - vi) The use of the Service by any person might damage the Network; or
 - vii) The Customer, or someone acting on the Customer's behalf informs Navi Tour (Navitel / Comtel) that it has lost a SIM; or
 - viii) Navi Tour (Navitel / Comtel) has an incomplete record of information about the Customer; or
 - ix) Navi Tour (Navitel / Comtel) suspects that its record of information about the Customer contains incorrect or incomplete information;
 - x) the Customer:
 - (a) dies;
 - (b) is a partner in a partnership, and the partnership dissolves; or
 - (c) suffers an Insolvency Event;
 - xi) Navi Tour (Navitel / Comtel) believes that the Service is being used to commit unauthorised, criminal or unlawful activities;
 - xii) Navi Tour (Navitel / Comtel) believes that a Customer has engaged in fraudulent activities in relation to a Service provided by Navi Tour (Navitel / Comtel) ;
 - xiii) Navi Tour (Navitel / Comtel) is required by law to do so, or is requested by a law enforcement agency to do so;
 - xiv) if the Customer ports out a phone number; or the Customer resells, distributes or reproduces any part of the Service.
 - xv) Where Navi Tour (Navitel / Comtel) suspends, limits or terminates the Service under clause 3 a) (ii)-(xii), Navi Tour (Navitel / Comtel) will use its reasonable endeavours to provide notice to the Customer.
 - xvi) Navi Tour (Navitel / Comtel) will promptly suspend or disconnect the Service if informed by the Customer or someone authorised by the Customer to act on the Customer's behalf that a SIM has been lost. However, the Customer is responsible for all call charges incurred up to the suspension of the Service.
 - xvii) Navi Tour (Navitel / Comtel) may suspend or limit the Customer's Service if in Navi Tour (Navitel / Comtel)'s opinion the amount of call charges accrued on the Customer's account is unusually high. In making this determination Navi Tour (Navitel / Comtel) may have regard to matters including:
 - (a) The Customer's previous daily call spend;
 - (b) The Customer's unbilled charges total; and
 - (c) Any unusual call spending patterns.
 - xviii) Navi Tour (Navitel / Comtel) reserves the right to suspend, limit or terminate the Service, or part thereof if the Service is being used in a manner deemed unusual,

unreasonable, excessive or fraudulent by Navi Tour (Navitel / Comtel). However, Navi Tour (Navitel / Comtel) will not be obliged to monitor usage of the Service.

4 Disclosure of Information by Navi Tour (Navitel / Comtel)

- a) Navi Tour (Navitel / Comtel) and/or its agents and, if applicable, Navi Tour (Navitel / Comtel)'s other service and content service providers, may collect a Customer's personal information. Navi Tour (Navitel / Comtel) collects the personal information to provide a personalised wireless telecommunications and information services. Navi Tour (Navitel / Comtel) may use a Customer's personal information for purposes that are related to providing those services that would be reasonably expected (including purposes keeping the Customer informed about features of available services or conducting analysis in order to provide a better service).
- b) Navi Tour (Navitel / Comtel) will provide Customers with access to their personal information in accordance with the *Privacy Act*.
- c) Navi Tour (Navitel / Comtel) may receive and disclose personal information or documents about Customers to or from:
 - i) credit providers or credit reporting agencies for purposes permitted under the *Privacy Act*;
 - ii) law enforcement agencies to assist them in the prevention of criminal activity; or
 - iii) Navi Tour (Navitel / Comtel)'s service and content providers, dealers and agents for purposes that are related to providing Customers with an acceptable telecommunications service.
- d) Unless the Member consents, Navi Tour (Navitel / Comtel) will not disclose personal information to third parties, other than those who have contracted with Navi Tour (Navitel / Comtel) to keep the information confidential, or who are subject to legal obligations to protect their personal information.
- e) The Customer acknowledges that any calls made to Navi Tour (Navitel / Comtel)'s customer support centres may be recorded for quality assessment or training purposes.

5 Termination

- a) In addition to Navi Tour (Navitel / Comtel)'s termination rights in clause 3 a), Navi Tour (Navitel / Comtel) may, on the provision of reasonable notice, terminate this Agreement.
- b) A Customer may terminate this Agreement at any time upon giving written notice to Navi Tour (Navitel / Comtel).
- c) The Customer acknowledges that a request to port out a phone number does not result in termination of this Agreement. Subject to Navi Tour (Navitel / Comtel)'s termination rights, Navi Tour (Navitel / Comtel) will require payment of all outstanding amounts relating to the service as well as any amounts arising from the port.

6 Obligations on Termination

- a) On termination of this Agreement, a Customer must:
 - i) Return all property to Navi Tour (Navitel / Comtel) which has rights (including but not limited to the SIM), whether under this Agreement or under the general law; and

- ii) Pay all amounts due to Navi Tour (Navitel / Comtel) under this agreement
- b) On termination of this Agreement Navi Tour (Navitel / Comtel) must refund to the Customer any monies held on account for the Customer after any debts and liabilities of the Customer have been met under clause 6 a). Navi Tour (Navitel / Comtel), at its absolute discretion, may set-off any amounts payable until the Member pays Navi Tour (Navitel / Comtel) all due amounts.

7 Assignment

- a) The Customer may not transfer or assign any rights and obligations under this Agreement without the prior written permission of Navi Tour (Navitel / Comtel).
- b) Navi Tour (Navitel / Comtel) may, without notice to the Customer:
 - i) Transfer its rights and obligations under this Agreement to its nominee;
 - ii) Temporarily or permanently delegate its obligations under this Agreement;
 - iii) Require the Customer to novate this Agreement in favour of Navi Tour (Navitel / Comtel)'s nominee; or
 - iv) Act with the Customer's irrevocable power of attorney to sign any necessary documents to enable any such transfer, delegation or novation.

8 Representations & Warranties

- a) The Customer represents and warrants that it:
 - i) Has provided full and accurate personal information to Navi Tour (Navitel / Comtel) in connection with this Agreement;
 - ii) Has full power and authority to enter into this Agreement; and
 - iii) Will take all necessary action to execute, deliver and perform this Agreement in accordance with the terms.
- b) Navi Tour (Navitel / Comtel) represents and warrants that:
 - i) It is a service provider under the Act; and
 - ii) Subject to the terms and conditions of this Agreement, it will provide the Service with all reasonable care and in a timely manner.

9 Title

Except for any SIM, property in any goods which the Customer takes possession of under this Agreement passes to the Customer on the first payment by the Customer of monies to Navi Tour (Navitel / Comtel). A phone number on a rental agreement remains under Navi Tour (Navitel / Comtel)'s ownership and can not be ported out.

10 Limitation of Liability

- a) To the full extent permitted by law and subject to clause 10 c), Navi Tour (Navitel / Comtel) excludes all liability including any Consequential Loss under or in connection with this Agreement or the supply of the Service.
- b) Notwithstanding clause 10 a), Navi Tour (Navitel / Comtel)'s maximum liability under or in connection with this Agreement or the supply of the Service will not exceed the total of the fees and charges paid by the Customer under this Agreement:

- i) If the time between the commencement date of this Agreement and the date of the Claim is 6 months or more -during the 6 month period immediately preceding the date of the Claim; or
 - ii) If the time between the commencement date of this Agreement and the date of the Claim is less than 6 months - during the period from the commencement date of this Agreement to the date of the Claim.
- c) Non-excludable Rights
- i) Navi Tour (Navitel / Comtel) does not exclude any Non-excludable Rights but does exclude, and the Customer cannot rely on, all other conditions, representations and warranties implied by custom, law or statute other than those expressly contained in this Agreement.
 - d) Navi Tour (Navitel / Comtel)'s liability in respect of any Non-excludable Right is limited, at Navi Tour (Navitel / Comtel)'s option, to:
In the case of goods,
 - i) The replacement of the goods or the supply of equivalent goods;
 - ii) The repair of the goods;
 - iii) The payment of the cost of replacing the goods or acquiring equivalent goods;
 - iv) The payment of the cost of having the goods repaired.
 In the case of services,
 - i) The supply of the services again; or
 - ii) The payment of the cost of having the services supplied again.

11 Indemnity

- a) The Customer indemnifies Navi Tour (Navitel / Comtel) against all claims, actions, damages, losses, liabilities, costs, charges, expenses, outgoings or payment which Navi Tour (Navitel / Comtel) pays, suffers or incurs, or is liable for in respect of the Customer 's use of the Service or the Navi Tour (Navitel / Comtel) Network.
- b) Clause 11 a) does not apply to any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which Navi Tour (Navitel / Comtel) pays, suffers, incurs, or is liable for as a result of the wilful misconduct or reckless act or omission of Navi Tour (Navitel / Comtel) .
- c) The indemnity in this clause 11 is a continuing obligation of a Customer which will continue despite:
 - i) Any settlement of account;
 - ii) The termination of this Agreement; or
 - iii) The occurrence of any other thing,
 - iv) And remains in full force and effect until all monies owing by the Customer to Navi Tour (Navitel / Comtel) have been paid in full.

12 Prohibition & Enforceability

- a) Any provision of, or the application of any provision to, this Agreement or a right, power, authority, discretion or remedy of a party under this Agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

b) Any provision of, or the application of any provision of, this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of the remaining provisions in that or in any other jurisdiction. The application of this clause 12 is not limited by any other provision of this Agreement in relation to severability, prohibition or enforceability.

13 Waiver

- a) Navi Tour (Navitel / Comtel) may not waive any right under this agreement except in writing.
- b) A Waiver by Navi Tour (Navitel / Comtel) will not prejudice its rights in respect of any subsequent breach of this agreement by the Customer.
- c) A failure or delay in enforcing a right under this agreement does not constitute a waiver.

14 Variation

Navi Tour (Navitel / Comtel) may vary any term of this Agreement at any time in writing. To the extent required by *the Act*, Navi Tour (Navitel / Comtel) will notify the Customer of any such variation.

15 GPRS Specific Terms and Conditions

- a) Navi Tour (Navitel / Comtel)'s GPRS may only be accessed with GPRS Compatible Phones.
- b) Navi Tour (Navitel / Comtel) does not represent, warrant or guarantee the extent to which a GPRS Compatible Phone will be able to access information on the internet or elsewhere. The ability of a Customer to access, use and download information will depend on the features and functionality of their phone, the nature and quality of the information being accessed. Customers should note that the GPRS may be subject to congestion, delays and/or loss of transmitted data.
- c) The Customer acknowledges that the GPRS coverage area may be smaller than the coverage area for other digital mobile services.
- d) The Customer must comply with all conditions imposed by the content provider when accessing content using the GPRS.
- e) The Customer agrees that the following terms and conditions apply to their use of the GPRS:
 - i) The Customer is responsible for all equipment and software necessary to use the GPRS as well as for the security and integrity of any information the Customer transmits or receives.
 - ii) The Customer uses the GPRS accepting full risk and responsibility in doing so;
 - iii) The Customer acknowledges that Navi Tour (Navitel / Comtel) does not check and is not obligated to monitor the content of information or material available from the GPRS or the Internet and that Navi Tour (Navitel / Comtel) is not liable for loss or damage suffered by the Customer or any other person as a result of using information

or material obtained using the GPRS on the internet, including, but not limited to, loss or damage caused by a virus; and

iv) The Customer will not use the GPRS for any activities which breach any laws, standards or codes or infringe a third party's rights, or breach any statements, content requirements or codes promulgated by any relevant authority including activities which will require Navi Tour (Navitel / Comtel) to take remedial action under any applicable industry code or in a way which interferes with other users or defames, harasses, menaces, restricts or inhabits any other user from using or enjoying the GPRS or the internet or which is indecent, obscene or otherwise offensive.

f) The terms and conditions in Clauses 15 a) to 15 f) are the GPRS Specific Terms and Conditions. Where there is any conflict between the GPRS Specific Terms and Conditions and the other terms and conditions in the Standard Form Of Agreement, the GPRS Specific Terms and Conditions prevail.

16 Handset Blocking Specific Terms and Conditions

a) Handset Blocking is only available in respect of GSM handsets.

b) A Customer may only request Navi Tour (Navitel / Comtel) to block a GSM handset at the time, or within one month after the time, that the Customer requests the Service to be suspended or disconnect for reason of loss or theft of the Customer's SIM.

c) Navi Tour (Navitel / Comtel) must as soon as reasonably practicable after being requested to do so by a Customer:

i) Subject to clauses 16 b) and 16 e), block a GSM handset; and

ii) Subject to verifying to its satisfaction that a Customer has lawful possession of a GSM handset which has previously been blocked, unblock the handset.

d) The Customer acknowledges that:

i) Handset Blocking is at all times subject to technical limitations;

ii) Handset Blocking is dependent upon the IMEI of GSM handsets;

iii) multiple GSM handsets may have the same IMEI; and

iv) Where 2 or more GSM handsets connected to the Navi Tour (Navitel / Comtel) Network have the same IMEI ("**Duplicate IMEI Handset**"), the blocking of one such Duplicate IMEI Handset will also result in the other Duplicate IMEI Handset(s) becoming blocked.

e) Navi Tour (Navitel / Comtel) reserves the right not to block a GSM handset where:

i) The handset is to Navi Tour (Navitel / Comtel)'s knowledge a Duplicate IMEI Handset; or

ii) To do so would adversely impact upon another Customer's use of the Service in good faith.

f) Where Navi Tour (Navitel / Comtel) has blocked a GSM handset upon request by a Customer and is subsequently notified by another Customer that the handset is a Duplicate IMEI Handset, Navi Tour (Navitel / Comtel) will unblock the handset as soon as reasonably practicable following such notification (subject to it verifying to its satisfaction the other Customer's lawful possession of a Duplicate IMEI Handset).

g) Where a Customer's Duplicate IMEI Handset is blocked as a consequence of Navi Tour (Navitel / Comtel) blocking the Duplicate IMEI Handset of another Customer,

Navi Tour (Navitel / Comtel) will not be liable for any loss or damage incurred by the first mentioned Customer as a result of or in any way in connection with the first mentioned Customer's Duplicate IMEI Handset becoming blocked.

h) The Customer acknowledges that where Navi Tour (Navitel / Comtel) has blocked a GSM handset:

i) The handset will be unable to be used on the Navi Tour (Navitel / Comtel) Network only in respect of the following services:

(a) to make or receive voice calls (except calls to emergency "000" and "112" numbers); and

(b) to make or receive SMS messages

ii) The handset will be able to be used on the Navi Tour (Navitel / Comtel) Network to access all the services available on the Navi Tour (Navitel / Comtel) Network other than those referred to in paragraph i)(a) and i)(b); and

iii) The handset may be able to be used to access any of the services available on the mobile telecommunications network of any other carrier.

17 Standard Form of Agreement

This Agreement constitutes a Standard Form of Agreement within the meaning of the Act.

18 Governing Law and Jurisdiction

This Agreement is governed by the laws of New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

19 Agency

The Customer appoints Navi Tour (Navitel / Comtel) as its agent for the purposes of completing a Customer Authorisation Form on the Customer's behalf.

20 Interpretation

a) In this Agreement, unless the context otherwise requires:

i) Headings are for convenience only and do not affect interpretation;

ii) The singular includes the plural and visa versa;

iii) All references to dollars, value and price are to the Australian currency;

iv) References to a party includes its successors and permitted assigns;

v) References to payment to any party includes payments to another person on the direction of that party; and

vi) A reference to any statute includes any amendments, reenactments or replacements to that statute from time to time.

SCHEDULE 1: Service Description

1 Service Overview

1.1 Contact Services.

Navi Tour (Navitel)s Contact Services consist of:
SMSAlert.

By dialling **1218** (free call), Customers also have the option of installing SMS alert. Once installed, a short “beep” will sound and/or an envelope or text message will appear on the screen of the Customer’s mobile phone to alert Customers of new messages. Customers should delete all SMS Alerts as soon as possible to ensure there is sufficient memory on their mobile phone to store new messages;

CALLminder

CALLminder is a service offered free to subscribers that have elected not to use voicemail. This service allows a caller to send an SMS notification to the subscriber of the call that was missed. The caller can elect to send through the date and time of the call and the callers contact number by SMS so the subscriber is informed of who has called.

CALL wait and CALL hold:

These services allow Customers with certain mobile phones to switch between calls by using commands on their mobile phone keypad.

Call Forwarding:

This service diverts the incoming calls to another phone.

Call Barring:

This service is a security option which allows incoming and/or outgoing calls to be barred.

Call Conference:

This service enables a Customer with a conference call capable mobile handset to initiate a conference call and call multiple parties to join the conference call up to a maximum of 8 participants on a conference call. This number may be less depending on the handset model and its conference call support features.

All of these services can be used as required without incurring a monthly subscription fee. Customers only pay for the services used.

1.2 GPRS

Navi Tour (Navitel) offers 2 services over GPRS:

GPRS Internet Access:

GPRS enables Customers to log into the Internet whilst on the Road and away from fixed services;

GPRS WAP Access:

GPRS allows the same access to WAP sites Customers currently enjoy over the GSM circuit switched network.

1.3 Operator Services

Directory assistance is provided by dialling 1223 and an operator will locate the number. For overseas directory assistance, dial 0103. Calls to 1223 are charged at a set rate as a one-off 30 second block, regardless of how long the caller is on the phone to the 1223 operator.

2 Service-Specific Terms and Conditions

2.1 Commencement and Termination

This Agreement starts when the Customer is first Connected to the Navi Tour (Navitel / Comtel) Network, and terminates when the Customer is Disconnected from the Navi Tour (Navitel / Comtel) Network.

2.2 Fees and charges

Navi Tour (Navitel / Comtel) will invoice the Customer monthly.

The Customer must pay all outstanding amounts not more than 8 days from the date of the invoice. Navi Tour (Navitel / Comtel) may charge interest on overdue accounts. The Customer would be responsible to pay for all calls made using the mobile service even if they did not make them.

The invoice which Navi Tour (Navitel / Comtel) provides to the Customer will be in a standard form. If the Customer requires a different form of invoice, the Customer must pay any applicable charges.

Navi Tour (Navitel / Comtel) may vary its fees and charges from time to time. The Customer acknowledges that before entering into this agreement it has seen a copy of Navi Tour (Navitel / Comtel)'s current fees and charges. The Customer may obtain a copy of Navi Tour (Navitel / Comtel)'s current fees and charges, by contacting Navi Tour (Navitel / Comtel) at any time.

The Customer will have their bill issued free of charge via email. Bills issued via email must be paid by either registered credit card or direct debit from the Customer's bank or registered credit card account.

If Navi Tour (Navitel / Comtel) imposes a Credit Limit and the Customer exceeds the Credit Limit, Navi Tour (Navitel / Comtel) may suspend, or limit the Service until the Customer pays all outstanding fees and charges.

Navi Tour (Navitel / Comtel) may require the Customer to pay a security deposit if the Customer intends to use Value-Added Services. If the Customer pays Navi Tour (Navitel / Comtel) a security deposit, Navi Tour (Navitel / Comtel) may apply the deposit, or any part of it, in payment of any outstanding fees and charges for the Service.

The Customer must not cancel a direct debit or credit card authority. If the Customer cancels a direct debit or credit card authority in breach of this clause, it must pay Navi Tour (Navitel / Comtel) extra charges as determined by Navi Tour (Navitel / Comtel). Navi Tour (Navitel / Comtel) may pay an agent a commission for introducing the Customer to the Service.

Navi Tour (Navitel / Comtel) may disconnect the Customer's connection if the Customer does not make a chargeable call in any 3 month period.

If any amount payable by Navi Tour (Navitel / Comtel) to a Customer is not paid because: Navi Tour (Navitel / Comtel) is unable to locate the Customer; or the Customer has been notified by Navi Tour (Navitel / Comtel) but has not claimed the relevant amount; or is otherwise unable to be paid by Navi Tour (Navitel / Comtel), and is not claimed by the relevant Customer within 6 months from the due date, that amount ceases to be owed by Navi Tour (Navitel / Comtel) except on demand by the relevant Customer.

If the Customer has a credit balance of \$5 or less in any Navi Tour (Navitel / Comtel) account, that amount will only be forwarded to the Customer if they make a request in writing.

2.3 Customer Disconnection from the Navi Tour (Navitel / Comtel) Network

Navi Tour (Navitel / Comtel) can temporarily disconnect the Customer from the Navi Tour (Navitel / Comtel) Network or not provide the Customer with all or any part of the Service, including an ancillary service, if: the Customer informs Navi Tour (Navitel / Comtel) that they have lost or damaged their SIM card; the Customer has not done what they have promised they will do under this Agreement; Navi Tour (Navitel / Comtel) has an incomplete record of information about the Customer; Navi Tour (Navitel / Comtel) suspects on reasonable grounds that its record of information about the Customer contains incorrect information; An authority, such as the ACA, requires Navi Tour (Navitel / Comtel) to do so; In relation to an ancillary service, Navi Tour (Navitel / Comtel) is obliged to do so upon request from the relevant service or content provider; or There are technical problems with the Navi Tour (Navitel / Comtel) Network.

Navi Tour (Navitel / Comtel) can permanently disconnect the Customer from the Navi Tour (Navitel / Comtel) Network if: Navi Tour (Navitel / Comtel) has an incomplete record of information about the Customer and they fail to provide Navi Tour (Navitel / Comtel) with the relevant details upon Navi Tour (Navitel / Comtel)'s request; The Customer has not done what they have promised Navi Tour (Navitel / Comtel) they would do, even after Navi Tour (Navitel / Comtel) has given the Customer seven extra days to do so; The Customer does anything which Navi Tour (Navitel / Comtel) believes can damage the Navi Tour (Navitel / Comtel) Network; Navi Tour (Navitel / Comtel) believes that the Customer has used the Service to commit unauthorised, criminal or unlawful activities; A criminal law-enforcement agency asks Navi Tour (Navitel / Comtel) to disconnect the Customer because it has a suspicion on reasonable grounds that the Customer has used, or is likely to use, the Service to engage in criminal conduct; The Disconnection is reasonably necessary to enforce the criminal laws or laws imposing pecuniary penalties, protect the public revenue or safeguard national security; An authority, such as the ACA, requires Navi Tour (Navitel / Comtel) to do so.

When Disconnected from the Navi Tour (Navitel / Comtel) Network: The Customer no longer has the right to use their mobile phone number; The Customer must immediately return the SIM card to Navi Tour (Navitel / Comtel).

2.4 Call Types and Charges:

There are a number of different call types and Value-Added Services available with the Service.

2.5 Categories of Charges

There are 3 general categories of charges for the Service:

Call charges;

Value-Added Services and Special Services; and

Other charges

Customers will only be charged for connected calls. For example, there is no charge for calls to an engaged number. Navi Tour (Navitel / Comtel) may waive any charge in its absolute discretion. Charges for calls are the responsibility of the Customer who is contractually responsible to Navi Tour (Navitel / Comtel) for the Service, irrespective of whether those calls were made by the Customer or another person.

All charges are inclusive of GST (where applicable). Actual charges may vary on your statement as all charges are rounded up to the nearest cent before GST is included.

All prices are subject to change.

2.6 Call Charges

Charges for outgoing calls using the Service are billed at individual call tariff rates

Standard Calls are charged as per the contracted headline rates for the Plan to which the Customer has subscribed.

Other call types are charged as per the detailed schedule of rates referred to in the connected call plan starter pack.

2.7 Other Charges:

In certain circumstances, Navi Tour (Navitel / Comtel) will charge Customers additional charges. These charges are subject to change.

Additional charges include:

- . • unbarring fee: \$10.00, which will be incurred where the Service has been previously barred and a Customer requests that it be unbarred;
- . • replacement SIM: \$50.00, which will not be applied when the damage was caused by Navi Tour (Navitel / Comtel);
- . • Customer telephone number (CTN) change: \$71.50;
- . • toll ticket enquiry: \$27.50;
- . • transfer of ownership within 30 days of original connection: \$0;
- . • transfer of ownership after 30 days of original connection: \$71.50;
- . • refer to drawer fee: \$22.00
- . • late payment (Administration) fee: \$10.00: and

Navi Tour (Navitel / Comtel) reserves the right to require any Customer to pay a security deposit before being Connected to access some Special Services which may be used against any outstanding fees and charges for the Service should the Customer fail to pay any due amounts.

Navi Tour (Navitel / Comtel) reserves the right to charge Customers the total or a proportion of the merchant fee that Navi Tour (Navitel / Comtel) incurs for the Customers chosen method of payment for airtime bills and any other supplied service.

2.8 Roaming

Additional charges apply if the Customer is Roaming.

2.9 National Roaming

Customers have the ability to roam onto Telstra's network when national roaming. Customers granted access to national roaming are charged as follows:

Standard calls:

As per the detailed schedule of rates referred to in the connected call plan starter pack.

Other calls:

Special charges apply for other services including Value Added Services and Special Services.

Some services are not available whilst national roaming.

To activate national roaming please contact Navi Tour (Navitel / Comtel) Customer Care.

Offer available until withdrawn.

2.10 International Roaming

Customers granted access to the international Navi Tour (Navitel / Comtel) Network while overseas are charged at the rate levied by the overseas carrier plus a Navi Tour (Navitel / Comtel) charge. All incoming calls while roaming will also incur these roaming charges. To activate global roaming please contact Navi Tour (Navitel / Comtel) Customer care at least 72 hours prior to departure. A security deposit may be required.

If a Customer already uses International Roaming, the Customer will automatically have access to National Roaming.