

Standard Agreement for mobile customers

1.	Introduction	3
2.	Mobile Phone Service.....	3
3.	Connection and activation of the mobile phone service	4
4.	Your mobile phone service number	4
5.	Changing your mobile phone service number.....	5
6.	You may port your mobile phone service number	5
6A.	Mobile Broadband Service.....	5
7.	Authorised users	6
8.	Use of the service.....	6
9.	Use of the service is your responsibility	7
10.	Limits on use of service	8
11.	GPRS.....	8
12.	Monitoring your service	9
13.	Faults	9
14.	Products	9
15.	SIM cards	10
16.	Handsets	10
17.	You may suspend or terminate the service.....	10
18.	We may suspend or terminate the service.....	11
19.	Consequences of suspension.....	12
20.	Consequences of termination	12
21.	Blocking handsets	13
22.	Blocking SIM cards or numbers.....	13
23.	Bills	13
24.	Charges and payment	14
25.	Goods and services tax	14
26.	Changes.....	15
27.	Changes requiring notice.....	15
28.	Urgent changes	16
29.	Credit limits and security bond.....	16
30.	Keywords and passwords.....	16
31.	Security and privacy	17
32.	Limitation of liability	18
33.	Warranty and indemnity.....	20
34.	TransACT Acceptable Use Policy.....	20



35.	Complaints	21
36.	Notices	21
37.	Force majeure – unforeseen events causing delay.....	22
38.	Miscellaneous.....	23
39	Dictionary	23
40.	Plan Details	29
	TransACT Mobile Plans	29
	TransACT mobile broadband plans.....	32
	TransACT mobile handset rentals.....	35
41.	Discontinued plans	36
	TransACT mobile MultiSIM - discontinued as at 03/10/2012.....	36
	TransACT mobile CapPLUS plans - discontinued as at 03/10/2012.....	39
	TransACT mobile EXTRA plans - discontinued as at 03/10/2012.....	43
	TransACT mobile Super plans - discontinued as at 03/10/2012.....	45
	TransACT mobile MultiSIM Elite - discontinued as at 03/10/2012.....	49
	TransACT mobile MultiSIM Elite PLUS - discontinued as at 03/10/2012.....	52
	TransACT mobile Freedom Plan - - discontinued as at 03/10/2012	54
	TransACT mobile Premium Plan - - discontinued as at 03/10/2012	56
	TransACT mobile BlackBerry® plans - - discontinued as at 03/10/2012	60
	TransACT mobile world caller plans - discontinued as at 03/10/2012	60
	TransACT HomeMOBILE Cap plans – discontinued as at 01/09/2012.....	61
	TransACT mobile CapPLUS plans – discontinued as at 20/10/2011.....	63
	TransACT mobile CapBONUS plans – discontinued as at 20/10/2011	66
	TransACT mobile CapEXTRA plans – discontinued as at 20/10/2011	69
	TransACT mobile CapFLEXI plans – discontinued as at 20/10/2011	71
	TransACT mobile Cap plans – discontinued as of 31/08/09.....	73
	TransACT mobile Cap PLUS plans – discontinued as of 31/08/09.....	76
	TransACT mobile SuperCap plans (Business) – discontinued as of 17/06/2010	79
	TransACT mobile SuperCap plans (Business) - discontinued as of 15/02/09.....	82
	TransACT mobile broadband plans – discontinued as of 26/02/09.....	85
	TransACT mobile broadband plans – discontinued as of 15/10/2010.....	85
	TransACT mobile USB internet stick instalments rentals	86
	TransACT mobile data plans – discontinued as of 06/01/10.....	86
	TransACT mobile BlackBerry® plans – discontinued as of 17/06/10.....	86
	TransACT mobile broadband plans (discontinued 02 03 2012).....	87
42.	Glossary	90

1. Introduction

- 1.1 This agreement sets out the terms and conditions under which we agree to provide the Service to you. It has been formulated as a standard form of agreement for the purposes of section 479 of the *Telecommunications Act 1997 (Cth)*.
- 1.2 This agreement includes:
- (1) your application;
 - (2) plan details for the service;
 - (3) the general Terms set out in this document; and
 - (4) any other terms and/or conditions in relation to the service that you receive from us.
- 1.3 If there is any inconsistency between the documents listed in clause 1.2, the order of priority (to the extent of any inconsistency) will be:
- (1) any other terms and/or conditions in relation to the Service that you receive from us;
 - (2) your application;
 - (3) plan details for the service; and
 - (4) the general terms set out in this document.
- 1.4 The scope of the service provided to you will be determined by the options you have selected on your application.
- 1.5 From time to time we may advertise special prices, packages, discounts or other terms in relation to the service or any other service (**promotions**). You may apply to take up the promotion by submitting an application to us in accordance with the promotion. If we accept your application, you will be bound by the conditions of the promotion, including any applicable charges. Except as specified in the promotion, this agreement will continue to apply in relation to the service.
- 1.7 This agreement commences on the date that we start providing the service to you and continues unless terminated in accordance with this agreement.
- 1.8 Some of the words used in this agreement begin with a capital letter. The meanings of these words are defined in the dictionary at the end of this agreement.

2. Mobile Phone Service

- 2.1 The mobile phone service gives you:
- (1) the ability to make and receive mobile phone calls;
 - (2) the ability to access SMS and other general services; and
 - (3) the use of a mobile phone number.
- 2.2 Your ability to make international calls or to use international roaming using the service is subject to our express approval.
- 2.3 You are responsible for enquiring whether mobile coverage is available in the area in which you require the service.

[Return to menu](#)

- 2.4 Subject to the Consumer Guarantees, we will use our best efforts to provide the service to you, however as the provision of the service involves reliance on networks and technology that we do not own, we make no warranty in relation to the performance or characteristics of

the service. In particular you agree and acknowledge that we are unable to promise that the service will be:

- (1) continuous; or
 - (2) fault-free.
- 2.5 The service is not available in all parts of Australia. Maps of the areas in which the service is generally available can be obtained on request.
- 2.6 International roaming is not available in all countries. A list of countries in which international roaming is available on the TransACT website.
- 2.7 To make and receive video calls, you must be in a 3G coverage area. The person you are calling or receiving a call from must have a 3G phone and be in a 3G coverage area. TransACT mobile 3G network coverage is available only in selected areas.
- 2.8 International video calls are limited to mobile phones in certain countries.

3. Connection and activation of the mobile phone service

3.1 To activate your account and access the service:

- (1) For TransACT mobile Multi-SIM, TransACT mobile Premium 39 and SIM only TransACT mobile plans you need to take delivery of your SIM card at your registered address and contact us to activate your account in accordance with the procedures found in the user guide.
- (2) For TransACT mobile plans that include a mobile handset, or where you have opted to pay a monthly rental with one of TransACT mobile plans, your account will be activated automatically on the next business day from the date you take delivery of your SIM card and the handset at your registered address.

3.2 We cannot provide the service unless and until:

- (1) we have approved your application (including requiring any security bond);
- (2) you have confirmed with us that the SIM card(s) have been delivered to your Registered Address (or for handset rental plans, when TransACT has received confirmation that you have accepted/received delivery of the SIM card and handset); and
- (3) you have completed and returned to us any documentation required by us to provide you with the service.

4. Your mobile phone service number

4.1 In accordance with the ACMA's Telecommunications Numbering Plan 1997 you cannot own your service number.

[Return to menu](#)

4.2 If your application is successful and you are not porting a service number from another service provider we will allocate you with a service number that will be your mobile phone number.

- 4.3 You acknowledge that we may need to change your service number from time to time and that you will not claim goodwill or any other proprietary rights in your service number.
- 4.4 As part of your application you may ask us to search our service number database for a particular number. If this number is available it may be issued to you upon acceptance of your application.
- 4.5 You agree that we may charge you to:
- (1) search for specified numbers; and
 - (2) reserve specified numbers while your application is being processed by us.

5. Changing your mobile phone service number

- 5.1 You may request us to change your service number, however, a charge may be applicable to each change.
- 5.2 We will waive any charge applicable to changing your service number if the change is necessary due to nuisance or un-welcome calls.
- 5.3 From time to time in order to comply with the ACMA's Telecommunications Numbering Plan 1997 and other regulations and directions relating to numbering published by the ACMA, we may be required to change your service number. In such a case, we will give you as much notice as reasonably possible.

6. You may port your mobile phone service number

- 6.1 You may port any service number listed on your account to another service provider. Where this occurs you agree that:
- (1) charges may apply as a consequence of a transfer from us to another service provider;
 - (2) any outstanding charges remaining on your account are your responsibility; and
 - (3) the porting may result in disconnection of any related services such as voicemail, paging and data services, silent numbers, priority assistance or other general services.

6A. Mobile Broadband Service

- 6A.1 The mobile broadband service provides access to the internet over a wireless network we acquire from a wholesaler, and we resell that access to you. The wireless network is owned by Vodafone Australia.
- 6A.2 Coverage for the mobile broadband service is not available in all areas. It is your responsibility to establish whether the location at which you wish to use the mobile broadband service has coverage. To assist you we provide coverage maps which are available on our website.
- 6A.3 We do not guarantee that your connection to the internet will achieve any specific speed at any given time. Actual speeds will vary due to factors such as distance from the network point of presence, the capacity and load of that point of presence, your hardware and software, the number of individual end users using the service at the same time and the source of the content you are accessing.
- 6A.4 We will use due care and skill in providing the Service in accordance with the Consumer Guarantees. Subject to the Consumer Guarantees, we cannot promise that the Service will be continuous, fault-free or accessible

at all times, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us).

- 6.A.4 All traffic, both downloads and uploads are counted towards your quota allowance. Any unused part of your quota allowance expires at the end of the month and is not carried over to the next month. When your usage exceeds your allowance you will be charged at the rate specified in your plan.
- 6.A.5 In order to use the mobile broadband service you will need to obtain from us a USB internet stick or a computer tablet.
- 6.A.6 You can purchase a tablet device from TransACT as part of your service under an instalment plan, where the full cost of the table is equally split over the 24 month term of the contract in addition to the monthly access fee for your selected mobile broadband plan. You must maintain an eligible mobile broadband plan with TransACT for the term of the instalment plan. If you cancel or otherwise change the terms of your TransACT the remaining amount owing on the instalment plan will be invoiced to your account, and charged during your next billing cycle (in addition to all other remaining service charges).
- 6.A.7 The applicable charges for the mobile broadband service are set out in the plan details section of this document.

7. Authorised users

- 7.1 You may nominate persons to be authorised users on your account and use the service in accordance with this agreement.
- 7.2 You may nominate an authorised User to:
- (1) have access to their billing information;
 - (2) have access to our Contact Centre for assistance with minor technical enquiries; and/or
 - (3) be entitled to request disconnection or suspension of your service in respect of the SIM card or other relevant equipment used by that authorised user where that SIM card or other relevant equipment has been lost or stolen.

[Return to menu](#)

- 7.3 You acknowledge that you are responsible for the use of the service by any authorised user and that you will pay all charges and other amounts owing in relation to the use of the service by any authorised user. You will procure that all authorised users will comply with the terms of this agreement.

8. Use of the service

- 8.1 You must not and must ensure that no-one else (including any authorised user) uses the service for any purpose that:
- (1) would break any law or to infringe another person's rights;
 - (2) would be contrary to a direction of a regulator;

- (3) may or does expose us to liability;
 - (4) may damage, interfere with or interrupt the service or the service network or, in our reasonable opinion, may cause such damage or interference;
 - (5) would be contrary to any reasonable direction from us, the supplier of the service network or any other supplier of third party services;
 - (6) may damage any property or injure or kill any person;
 - (7) would infringe any person's intellectual property rights;
 - (8) involves the reselling of the service or any part of the service to any person;
 - (9) would amount to the transmission, publication or communication of material which is defamatory, offensive, abusive, indecent, menacing, harassing or unwanted; or
 - (10) would allow the transmission of viruses or other harmful material.
- 8.2 You must only use the service to make or receive calls or other mobile telecommunications services on the service network. You must not:
- (1) transit, refile or aggregate telecommunications traffic of any kind on the service network; or
 - (2) use the service in connection with a device that switches or reroutes calls to or from the service network.
- 8.3 You must promptly:
- (1) comply with all our reasonable directions in relation to the use of the service; and
 - (2) advise us of any changes that are relevant to your account or the service including changes to your account details (such as registered address or billing address) debit or credit card details (including expiry dates).
- 8.4 You must give us all information and cooperation that we may need in relation to:
- (1) your application (including assessing your application);
 - (2) undertaking any credit check or similar activity in relation to your account; or
 - (3) investigating any misuse of the service.
- 8.5 We may investigate any misuse of the service by you or any authorised user, in conjunction with relevant law enforcement authorities.

[Return to menu](#)

9. Use of the service is your responsibility

- 9.1 While we will use our best endeavours in providing the service, you use it at your own risk. You are responsible for:
- (1) the calls made and messages sent;
 - (2) the content or software downloaded and the effect it may have on products or the service or any other equipment owned or operated by you;
 - (3) the products and services purchased via your account or service;
 - (4) the information provided to others;
 - (5) the installation or use of any equipment or software whether provided by us or not;



- (6) the modification of any settings or data on your service or related services or equipment whether instructed by us or not;
 - (7) the personal supervision of any users (including authorised users) under the age of 18 who use the service;
 - (8) the lawfulness of your activities when using the service and accessing any sites and third party content; and
 - (9) charges arising from the billing of multiple SIM card(s) to your account.
- 9.2 Unless agreed with us otherwise, you are responsible for:
- (1) the purchase, installation, configuration, and maintenance of suitable equipment and software to access the service;
 - (2) using any product and software in accordance with relevant legislation, guidelines and instructions; and
 - (3) any misuse of the service that results in loss to us or third parties.
- 9.3 You must only use equipment in connection with the service that complies with relevant technical standards (including using only approved mobile devices listed on the Vodafone website www.vodafone.com.au and other relevant requirements. For certain relevant standards see the ACMA's website at: www.acma.gov.au.

10. Limits on use of service

- 10.1 In addition to TransACT Acceptable Use Policy (clause 34) we may place content limits and air limits on your service.

11. GPRS

- 11.1 GPRS may only be accessed with GPRS compatible phones.
- 11.2 Subject to the Consumer Guarantees, we do not represent, warrant or guarantee the extent to which a GPRS compatible phone will be able to access information on the internet or elsewhere.
- 11.3 You acknowledge that:
- (1) your ability to access, use and download information using the GPRS will depend on the features and functionality of your equipment or handset and the nature and quality of the information being accessed;

[Return to menu](#)

- (2) the GPRS may be subject to congestion, delays and/or loss of transmitted data;
 - (3) GPRS data speeds may vary depending on the network connected to (3G or 2.5G – the 2.5G network is generally slower);
 - (4) the GPRS coverage area may be smaller than the coverage area of other services; and
 - (5) you will comply with all conditions imposed by a content provider when accessing content using the GPRS.
- 11.4 You agree that:



- (1) you are responsible for all equipment and software necessary to use the GPRS as well as for the security and integrity of any information or messages or content you transmit or receive using the GPRS;
 - (2) we do not check and are not obligated to you to monitor the content of information or material available from the GPRS or the internet and that we are not liable for loss or damage suffered by you or any other person as a result of using information or material obtained using the GPRS to access the internet, including but not limited to, loss or damages caused by a virus; and
 - (3) you 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 us to take remedial action under any applicable industry code or in a way which interferes with other users or defames, harasses, menaces, restricts or inhibits any other user from using or enjoying the GPRS or the internet.
- 11.5 The terms and conditions in this clause 11 are the GPRS specific terms and conditions. Where there is any conflict between the GPRS specific terms and conditions and the general terms as they relate to GPRS services, the GPRS specific terms and conditions prevail.

12. Monitoring your service

- 12.1 We may monitor the use of your Service, however we do not promise to do so. If we identify excessive use or unusual activity we may temporarily restrict or suspend your Service, and if so, will try and contact you via the primary contact details. We may require an advance payment before your service is restored.
- 12.2 However you should not rely on us to contact you or to suspend your service in the event of excessive of unusual activity.
- 12.3 You acknowledge that we or a carriage service provider who supplies network capacity that is used for the service may be required to intercept communications over the service and monitor the service.

13. Faults

- 13.1 You must promptly report faults in the service to our Contact Centre and provide all necessary assistance to enable us to promptly rectify such a fault.

[Return to menu](#)

- 13.2 We are not liable for any fault within the control of a third party (including the service network supplier and any other suppliers of third party services). We will notify any of our third party suppliers of faults and request prompt rectification.

14. Products

- 14.1 If we have supplied you with a product under this agreement you agree:
- (1) to comply with our instructions regarding the use and care of the product; and
 - (2) not to create, or allow the creation of, a mortgage, charge, lien or encumbrance over the product.



- 14.2 If the product is lost, damaged, stolen or detained you must promptly notify us and we may charge you a fee for any lost, damaged, stolen or detained product.
- 14.3 If a product or other access device you are using interferes with the operation of the service network you must, on our reasonable request, provide that product or access device to us to inspect and cease using that product or access device until we confirm that it may be used to access the service.

15. SIM cards

- 15.1 You may require a SIM card to access the service. Your SIM card will be delivered by normal post a courier service to your registered address. The process for activation of your SIM card is set out in clause 3 and the user guide.
- 15.2 We own the SIM card and you must return your SIM card if reasonably requested by us to do so.
- 15.3 If you require a replacement SIM card we may charge you a replacement fee.

16. Handsets

- 16.1 You can purchase a handset from TransACT as part of your service, by choosing one of the following options:
- (1) by paying for the handset in full at the point of sale;
 - (2) by signing up to an eligible TransACT mobile plan and an instalment plan, where the full cost of the handset is equally split over the 24 month term of the contract in addition to the monthly access fee for your selected mobile plan.
- 16.2 You will own the handset from the time that it is delivered to you, and will be solely responsible for the handset (subject to the terms and conditions of this agreement) from that time.
- 16.3 If you purchase a handset from TransACT under option (2) of clause 16.1:
- (1) You must maintain an eligible mobile voice plan with TransACT for the term of the instalment plan;
 - (2) You must pay the first instalment with your first bill and the remaining instalments by the due date set out on your TransACT bill;
 - (3) If you cancel or otherwise change the terms of your TransACT account (including by upgrading your handset), you will be liable for any remaining outstanding handset rental instalments owing under your plan for the remainder of the contract period (in addition to all other remaining service charges).

[Return to menu](#)

17. You may suspend or terminate the service

- 17.1 At any time you may request termination or suspension of your service or where applicable individual SIM cards connected to your account by notifying us by one of the following methods:
- (1) by mail addressed to:

Customer Care (mobiles)
TransACT Pty Ltd
PO Box 1006
Civic Square ACT 2608

or such other address as set out in the plan details from time to time;

- (2) by facsimile addressed to Customer Care (mobiles) and sent to: (02) 6229 8011 or such other number as set out in the plan details from time to time;
- (3) by telephoning our Contact Centre: 13 30 61 (between the hours set out in the user guide) or such other numbers as set out in the plan details from time to time; or
- (4) by email: customer.care@transact.com.au or such other email address as set out in the plan details from time to time.

17.2 Within a reasonable period of our receipt of your request we will terminate or suspend your service or the particular SIM card notified to us under clause 16.1.

17.3 Termination of this agreement will result in termination of all SIM cards/service numbers connected to your account.

18. We may suspend or terminate the service

18.1 We may suspend or terminate your service or any authorised user's access to your service, without notice where:

- (1) we have provided you with at least 5 business days' notice after you exceed the amount of your air limit or credit limit;
- (2) there has been, in our opinion, unusual activity on your service;
- (3) you have breached the TransACT Acceptable Use Policy;
- (4) we reasonably suspect that you, an authorised user or any other person has engaged in fraudulent activity in relation to the service;
- (5) you fail to pay any amount due to us by the due date, and you fail to pay that amount within 7 days after we give you notice requiring payment of that amount;
- (6) you do something which we believe may damage the service network;
- (7) there is an emergency of any kind;
- (8) you are no longer approved by us under our assessment policies or otherwise to receive the service, or you are no longer capable of using the service (eg: due to death);
- (9) an authority such as the ACMA or enforcement agency instructs us to do so;
- (10) you have breached a material term of this agreement and that breach:
 - a. is incapable of remedy; or

[Return to menu](#)

- b. is capable of remedy, and you do not remedy that breach within 14 days after we give you notice to do so;

- (11) there are technical problems with the service network or the service network requires repairs or maintenance;

- (12) we believe it is necessary to suspend or disconnect you to comply with our legal obligations;
 - (13) we are entitled to suspend or disconnect any other service supplied to you;
 - (14) you suffer an insolvency event; or
 - (15) a provider of services to us (including the provider of access to the service network) ceases to provide those services or materially changes the terms on which such services are provided, and we are unable to obtain replacement services on terms reasonably acceptable to us.
- 18.2 We may suspend or terminate your service or any authorised user's access to your service or reroute calls from your service after providing you with reasonable notice where:
- (1) you inform us that you have lost your SIM card;
 - (2) you do not use the service to make a voice call or send an SMS or MMS in any three month period; or
 - (3) you have used the service, in our opinion, other than in accordance with this agreement.
- 18.3 If your service is suspended or terminated:
- (1) due to your failure to comply with your obligations under this agreement; or
 - (2) at your request,
- we will continue to charge you any applicable charges incurred up to the date of suspension or termination.
- 18.4 We may terminate your service or any authorised user's access to your service for the same reason that your service or any authorised user's access to your service has been previously suspended at our sole discretion.
- 18.5 We may also terminate your service if your service has been suspended for longer than 6 months.

19. Consequences of suspension

- 19.1 If your service or a particular authorised user's access to your service is suspended then you will not be liable to pay any charges in relation to that service or a particular authorised user's access to that service during the period of suspension.
- 19.2 Your service and any authorised user's access to your service will be reactivated as soon as possible after the reason for the suspension no longer applies.
- 19.3 If you requested the suspension or the suspension can be attributed to a breach by you of this Agreement, you may be liable to pay a reactivation charge when the service is reactivated.

[Return to menu](#)

20. Consequences of termination

- 20.1 When this Agreement terminates or expires:
 - (1) you must immediately return your SIM card to us; and

- (2) pay all charges that will be due and owing up to the date of termination or expiration (whichever is applicable).

21. Blocking handsets

- 21.1 You may ask us to block or unblock the use of your handset.
- 21.2 We do this by invalidating the IMEI number of the handset.
- 21.3 Subject to clause 20.6 and provided that you have supplied us with the IMEI number of your handset or we hold those details in our records, we will attempt to carry out your request.
- 21.4 Once a handset is 'blocked' it may only be used to make calls to emergency services and some customer service numbers.
- 21.5 If you believe that we have blocked the use of a handset by mistake or if you have recovered a lost or stolen handset you may ask us to unblock the use of a handset.
- 21.6 We may block the use of any handset where we reasonably believe that a handset has been lost or stolen or, where we have received a list of blocked IMEI numbers from another service provider (under the Intercarrier IMEI Blocking Initiative).
- 21.7 If we reasonably believe two handsets have the same IMEI numbers we may block or unblock either handset at our discretion.
- 21.8 Once we have blocked a handset we will provide the IMEI number of that handset to other service providers in accordance with the Intercarrier IMEI Blocking Initiative. Other service providers may then block that handset on their network.
- 21.9 We are unable to guarantee when other service providers will block handsets via the Intercarrier IMEI Blocking Initiative.

22. Blocking SIM cards or numbers

- 22.1 In accordance with clause 16 you may request us to suspend or disconnect your service or individual SIM cards where a SIM card has been misplaced or stolen.
- 22.2 If a SIM card on your account is lost or stolen you must notify us immediately to suspend or disconnect your service or the SIM card.
- 22.3 You are liable for any charges incurred in relation to a lost or stolen SIM card prior to notification to us that the SIM card has been lost or stolen and the SIM card suspended or disconnected.
- 22.4 We may charge you for a replacement SIM card.

23. Bills

- 23.1 TransACT's standard billing method is Electronic Billing. You can opt to receive your Bill by post, sent to an address nominated by you. This incurs a fee of \$1.49 (inc GST per Bill sent). TransACT will provide Bills without charge to pensioner customers. Electronic Bills may be adversely affected by equipment or conditions beyond TransACT's control.

[Return to menu](#)

- 23.2 We may change or offer new methods of Bill Media. If we do so, we will notify you by a Bill message and via our website.
- 23.3 In some instances it may not be possible to include all applicable charges for a billing period on one bill (for example where we are billed by another service provider for roaming services

used by you on their network or due to an error in the billing system). We may include these unbilled charges in a later bill.

- 23.4 In some instances we may issue an interim bill and may include charges from a previous billing period that have not been billed.
- 23.5 Our records are sufficient evidence of the existence and amount of any charge owed by you to us.
- 23.6 We will provide you with replacement copies of your bills upon your request, however, there may be a charge for this service.
- 23.7 If you pay your bill using a credit card we may charge you a processing fee.
- 23.8 We may use a billing agent to issue your bill.

24. Charges and payment

- 24.1 All Charges applicable to the service are specified in the plan details (as amended by us from time to time), or as otherwise notified to you (including as stated in your application).
- 24.2 The charges are determined by the options you select on your application.
- 24.3 The charges may also be affected by any change to the options selected on your application or any change to the service.
- 24.4 We may round charges up or down to the nearest whole cent.
- 24.5 You must pay the charges in accordance with any bills issued by us by the due date.
- 24.6 You are responsible for all charges incurred in the use of the service, even if someone other than you (whether or not they are an Authorised User) incurs those charges without your knowledge or consent.
- 24.7 All charges are GST inclusive unless otherwise stated.
- 24.8 If you do not pay the full amount of any charges owing by the due date, or you pay by a cheque or other means that is dishonoured we may:
 - (1) charge you an administrative fee;
 - (2) recover from you debt collection costs; and
 - (3) suspend the Service and charge you a reconnection fee only after providing you with at least 5 business days' notice.
- 24.9 You must pay the charges without any set off, counter claim or deduction.
- 24.10 We may set off any amount payable to you against any amount payable by you to us.

[Return to menu](#)

25. Goods and services tax

- 25.1 In this clause:



- (1) **GST** means GST as defined in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended (**GST Act**) or any replacement or other relevant legislation and regulations;
 - (2) words used in this clause which have a particular meaning in the **GST law** (as defined in the GST Act, and also including any applicable legislative determinations and Australian Taxation Office public rulings) have the same meaning, unless the context otherwise requires;
 - (3) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member; and
 - (4) if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.
- 25.2 Unless GST is expressly excluded, the consideration expressed to be payable under any other clause of this Agreement for any supply made under or in connection with this agreement includes GST.
- 25.3 To the extent that any supply made under or in connection with this agreement is a taxable supply, the GST exclusive consideration otherwise payable for that supply is increased by an amount equal to that consideration multiplied by the rate at which GST is imposed in respect of the supply, and is payable at the same time.
- 25.4 Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable in respect of any supply made under or in connection with this agreement.
- 25.5 If a payment to a party under this agreement is a payment by way of reimbursement or indemnity and is calculated by reference to the GST inclusive amount of a loss, cost or expense incurred by that party, then the payment is to be reduced by the amount of any input tax credit to which that party is entitled in respect of that loss, cost or expense before any adjustment is made for GST pursuant to clause 24.3.
- 26. Changes**
- 26.1 If we reasonably believe that a change in the terms of the agreement is likely to benefit you (eg. a reduction in charges) or be neutral (eg. changing the Contact Centre service number), or where we implement a tax imposed by law, we may make the change immediately and are not required to notify you beforehand.
- 27. Changes requiring notice**
- 27.1 If we reasonably believe that a change to the terms of the agreement is likely to have more than a minor detrimental impact on you, we will give you:
- a) notice of the proposed change at least 21 days before it takes effect; and

[Return to menu](#)



- b) the option to terminate the agreement within 42 days without incurring any additional fees or penalties (other than any outstanding Charges owed for the provision and use of the Service).

27.2 We may amend the charges related to general services (including international roaming) that are acquired from third parties or incorporate material from third parties, where the increase is a result of an increase in costs from the third party.

28. Urgent changes

28.1 Where a change is required by law or is necessary to prevent fraud or for technical reasons, and you would be affected by the change we will try to give you as much notice as possible of the change.

29. Credit limits and security bond

29.1 We may set credit limits for you or require you to provide a security bond.

29.2 If we set a credit limit we will advise you whether the credit limit is a guideline for credit management action or an absolute credit limit. Credit limits may be changed from time to time with reasonable notice provided to you.

29.3 You may request us to place an absolute credit limit on your account.

29.4 If you exceed your credit limits, we may restrict or suspend your service provided we have given you at least 5 business days' notice prior to the restriction or suspension.

29.5 In accordance with our assessment policies we may require you at any time to pay a security bond or advance payment.

29.6 We will return your security bond to you upon termination of your account (subject to you having paid us all amounts owing under the agreement) or earlier at our discretion.

29.7 If you have made an advance payment it will be credited towards your next and subsequent bills until the advance payment has been used in full. If you pay us a security bond we may use the security bond to pay any outstanding charges on your account.

29.8 For the avoidance of doubt and for the purposes of this agreement, any security bond provided in accordance with this clause, is not subject to GST.

30. Keywords and passwords

30.1 Keyword, usernames, pass codes or passwords may from time to time be issued or selected by you or your authorised users in relation to the use of the service or accessing your account. You and the authorised users must not disclose to any person your keyword or usernames, pass codes or passwords and we take no responsibility should you or the authorised users do so.

30.2 You acknowledge and agree that you are responsible for the security of your keyword or usernames, pass codes or passwords created for the secure transmission of your information, and agree to take all appropriate measures to prevent others having unauthorised access to your keyword or usernames, pass codes or passwords. We will not be liable for any loss or damage suffered by you or authorised users due to the unauthorised use of your keyword or usernames pass codes or passwords.

[Return to menu](#)

31. Security and privacy

- 31.1 You acknowledge that, if you do not ask us to block the caller number display service, your service number may be displayed to parties you call.
- 31.2 You acknowledge that when sending a message using the SMS or MMS, your service number or name may be displayed to the parties you send the message to and that your service number or name cannot be blocked in relation to SMS or MMS.
- 31.3 You authorise us to obtain, use, disclose and exchange personal information and credit information about you with credit agencies, credit reporting agencies, other credit providers, content partners, other telecommunications companies and sub-contractors for the following purposes (or purposes related to these purposes):
- (1) conducting credit checks, obtaining consumer credit reports and maintaining your credit records;
 - (2) the establishment and ongoing management of your account (including for billing purposes);
 - (3) in order to report or gain information on overdue loan repayments, serious credit infringements and dishonoured cheques;
 - (4) developing, researching and promoting our products and services and the products and services of other entities;
 - (5) processing your application;
 - (6) managing your relationship with us and marketing our products and services and the products and services of other entities to you;
 - (7) submitting your details to the Integrated Public Number Database;
 - (8) as required or permitted under law, including the *Privacy Act 1988 (Cth)*; and
 - (9) any other purpose related to the supply of the service which would be reasonably expected.
- 31.4 You may request access to any personal information about you held by us. We will provide you with access to such personal information.
- 31.5 You acknowledge and agree that we do not guarantee the security of information conveyed over the service network and that we are not liable to you for any loss or damage resulting from the diversion, publication, corruption or inappropriate or unlawful use of any information provided over the service network to or from any third party.
- 31.6 You authorise us to scan or conduct any assurance testing of the security of the Network and/or your Service (including any IP address ranges allocated to you in connection with the Service) for the purposes of helping you improve the security of the use of your Service, but we are not obligated to do so.
- 31.7 Without limiting the definitions set out in clause 39, for the purposes of clause 31.6, references to "Service" includes any Equipment and Your Equipment.
- 31.8 We may be required by law to supply your name, address, mobile number and other customer details to a database called the Integrated Public Number Database. This obligation is mandatory, and includes customers who are unlisted or have their mobile phone numbers permanently barred. For further information on this, please contact us or ACMA.

- 31.9 We may be required by law to disclose certain personal information about you to law enforcement agencies without your consent.
- 31.10 You acknowledge that our privacy policy as amended from time to time is available on the TransACT website and is applicable to the services provided under this agreement.
- 31.11 If there is any conflict between this clause 31 and our privacy policy, the privacy policy will prevail.

[Return to menu](#)

32. Limitation of liability

- 32.1 This clause limits our liability to you. **Please read this clause carefully.**
- 32.2 We agree to provide the service to you subject only to the terms, conditions and warranties contained in this agreement and the Consumer Guarantees. Any liability that we might otherwise have to you in connection with this agreement or service is expressly excluded.
- 32.3 Subject to clause 32.4, in the case of Interruptions to the Service, we will comply with our obligations under the Australian Consumer Law by offering you:
- (1) a refund or rebate for the period of the Interruption; and
 - (2) where the Interruption is caused by our breach of a Consumer Guarantee, compensation for any reasonably foreseeable loss incurred.
- 32.4. The refund or rebate in clause 32.3(1) does not apply to Interruptions which occur because of:
- (1) a cancellation, suspension or restriction to the supply of the Service in any of the circumstances listed in clauses 18.1(1) to 18.1(6), 18.1(8), 18.1(10), 18.1(13) (but only where our entitlement to suspend or disconnect any other Service arises by reason of your default or conduct under this agreement), 18.1(14) or 18.2;
 - (2) a fault or other event which may reasonably be attributed directly or indirectly to your equipment (including Equipment);
 - (3) your acts or omissions; or
 - (4) scheduled maintenance to the Service network or any equipment you have purchased from us, for less than 1 hour.
- 32.5. Except for liability which is expressly accepted by us under this clause 32 and any liability we have under the Australian Consumer Law, we exclude all other liability to you (whether based in contract, tort (including negligence) or otherwise) for suspending the Service where we do so in accordance with the Agreement.
- 32.6 Our liability for any loss, cost, liability or damage suffered or incurred by you under or in connection with this agreement or the service (whether based in contract, tort (including negligence), statute or otherwise) is reduced to the extent that your acts or omissions or your equipment (or the acts, omissions or equipment of a third person) caused or contributed to that loss, cost, liability or damage.
- 32.7 We exclude any liability to you for any consequential loss suffered or incurred by you, except to the extent that you are entitled to recover reasonably foreseeable loss under the Australian Consumer Law.



- 32.8 We accept liability to you for the acts of our agents in accordance with the principles of vicarious liability at common law. However, to the extent permitted by law, we have no liability to you or to any other person for the acts, omissions or defaults of any supplier who is not acting as our agent, or any person who provides goods or services directly to you for use in connection with a service.

[Return to menu](#)

33. Warranty and indemnity

- 33.1 Subject to the Consumer Guarantees, we do not warrant that the service will be provided on an uninterrupted or fault-free basis. The service can only be used in available service areas and at certain times or locations you may be not be able to use the service, for example because of weather conditions or in some buildings or parts of buildings like an elevator, basement or car park.
- 33.2 We do not provide any warranties in relation to products/SIM card(s) other than those required under law.
- 33.3 A manufacturer's warranty may be provided with the product. If the product is in need of repair or upgrade you should take it back to the place of purchase, contact the manufacturer for advice or contact us if you have any additional queries. We recommend you keep your proof of purchase in a safe place in case it is required for the servicing of the product.
- 33.4 You are responsible for ensuring that any product or device you use in connection with the service complies with all relevant technical and regulatory requirements for use with the service.
- 33.5 We make no warranty and exclude all liability as to the appropriateness or compatibility with the service network of any product you use to access the service.
- 33.6 You agree to indemnify us against any damage, expense, loss or liability including consequential loss that we suffer or incur directly or indirectly due to:
- (1) your failure to comply with your obligations under this agreement; and
 - (2) the use or attempted use by any person (including you) of the service.
- 33.7 You agree to indemnify us and hold us not liable to any person(s) claiming through you for any loss or damage arising from suspension or disconnection of your service.

34. TransACT Acceptable Use Policy

- 34.1 The TransACT Acceptable Use Policy applies to the service. The policy allows us to request that excessive users of the service limit their use or cease using the service.
- 34.2 We reserve the right to determine what excessive use is and may suspend or cancel a customer's access without notice in such circumstances. We also reserve the right to charge customers for promotions or services accessed in excess of the TransACT Acceptable Use Policy.
- 34.3 We reserve the right to terminate promotions or services at any time.
- 34.4 For customers on the TransACT mobile Freedom plan, all inclusive plans (i.e. \$40 & \$60 Mobile plans) and TransACT mobile Premium plan TransACT may monitor the usage on voice calls made while in Australia to Australian fixed-line and mobile numbers, Short Message Service (SMS), voice mail retrieval on a monthly basis and TransACT has the right to determine (in its sole discretion) what it deems to be excessive, including in circumstances where the use of the service adversely affects the network or other TransACT customers' use of or access to a service or the network.
- 34.5 For customers on any TransACT mobile plan where TransACT offers a \$0 usage charge for data and voice calls, TransACT may monitor the data usage and usage on voice calls made while in Australia to Australian fixed-line and mobile numbers including calls to TransACT fixed line and mobile and voice mail retrieval and SMS/MMS on a monthly basis. TransACT has the right to determine (in its sole discretion) what it deems to be excessive, including in

circumstances where the use of the service adversely affects the network or other TransACT customers' use of or access to a service or the network.

34.6 Non Commercial Use

Any TransACT mobile plan that features a \$0 usage charge for Voice calls/SMS/MMS and data may only be used for personal use and cannot be used for commercial purposes.

Without limitation, TransACT considers following scenarios to be 'commercial';

- use of the service for the purpose of resale or re supply of another service;
- use of the service to automatically generate calls or re-route calls or receive calls to re-route;
- use of the service on devices that re-route calls, taking advantage of the free calls, potentially generating frequent calls, long duration calls.

35. Complaints

35.1 We aim to resolve our customers' issues or queries quickly and professionally. Any complaints from our customers are prioritised and acted upon according to Australian Communications Industry Forum and Telecommunications Industry Ombudsman guidelines.

35.2 Complaints should be made in writing and addressed to:

Compliance Officer (mobiles)
TransACT Communications Pty Ltd
PO Box 1006, Civic Square ACT 2608.

35.3 Should you be dissatisfied with our response, you are entitled to raise certain matters directly with the Australian Competition and Consumer Commission or the Telecommunications Industry Ombudsman.

36. Notices

36.1 We will notify you individually by:

- (1) mail sent to your billing address (including bill insert or direct mail);
- (2) email (if agreed to within your application); or
- (3) SMS to your service number.

36.2 Unless otherwise stated you must notify us by:

(1) mail addressed to:

Customer Activation Group (mobiles)
TransACT House
PO Box 1006
Civic Square ACT 2608

or such other address as set out in the plan details from time to time; or

- (2) facsimile addressed to Customer Activation Group (mobiles) and sent to:
(02) 6229 8011 or such other number as set out in the plan details from time to time;
or
- (3) by contacting our Contact Centre on: 13 30 61 (between the hours set out in the user guide) or such other numbers as set out in the plan details from time to time.

[Return to menu](#)

37. Force majeure – unforeseen events causing delay

37.1 If we (**affected party**):

- (1) are prevented from or delayed in performing an obligation (other than to pay money) by a prescribed event;
- (2) as soon as possible after the prescribed event occurs, notify you of full particulars of:
 - (a) the prescribed event;
 - (b) the effect of the prescribed event on performance of the affected party's obligations;
 - (c) the anticipated period of delay; and
 - (d) the action (if any) the affected party intends to take to mitigate or remove the effect and delay; and
- (3) promptly and diligently acts to mitigate or remove the prescribed event and its effect; then:
 - (4) the obligation is suspended during, but for no longer than, the period the prescribed event continues and such further period as is reasonable in the circumstances; and
 - (5) if the affected party is prevented from or delayed in performing the obligation by the prescribed event for at least 60 days, we may by notice to the other party terminate this agreement.

37.2 The party, which is not the affected party, must use reasonable endeavours to remove or mitigate the prescribed event and its effects.

37.3 Nothing in clause 36.1(3) or clause 36.2 obliges either party to settle any strike, lockout, ban, limitation of work or other industrial disturbance.

37.4 In this clause **prescribed event** means any of the following events:

- (1) act of God;
- (2) war, terrorism, riot, insurrection, vandalism or sabotage;
- (3) lightning;
- (4) storm or other adverse weather conditions;
- (5) explosion;
- (6) failure of third party suppliers;
- (7) power surge or failure;
- (8) breakdown of plant, machinery or equipment;
- (9) strike, lockout, ban, limitation of work or other industrial disturbance; or
- (10) law, rule or regulation of any government or governmental agency, and executive or administrative order or act of general or particular application;

which occurs without the fault or negligence of the affected party.

38. Miscellaneous

- 38.1 Our failure to exercise, a delay in exercising or the partial exercise of our rights under the agreement does not operate as a waiver of those rights in the future.
- 38.2 The laws of the Australian Capital Territory govern this agreement.
- 38.3 This agreement constitutes the whole understanding between you and us to the exclusion of any prior or collateral agreement or understanding of any kind relating to the subject matter of this agreement.
- 38.4 We may:
- (1) assign our rights; or
 - (2) novate our rights and obligations,
- under this agreement without your consent.
- You may not assign your rights under this agreement without our prior written consent.
- 38.5 You must, if reasonably requested by us:
- (1) appoint us as your attorneys; and
 - (2) provide all assistance reasonably required by us,
- to effect any assignment or novation contemplated by the operation of clause 37.4, including but not limited to executing documents effecting an assignment or a novation on your behalf as your attorney.
- 38.6 We may pay commissions to any person who introduces you to us.
- 38.7 In this agreement, references to the singular are references to the plural (and vice versa).
- 38.8 If anything in this agreement is unenforceable, illegal or void then it is severed and the rest of this agreement remains in force.
- 38.9 Termination or expiry of this agreement for any reason does not:
- (1) affect any rights or obligations of the parties which by their nature survive termination, or expiry, including clauses 23, 24, 31, 34 and 37; and
 - (2) waive any breach of this agreement, and is without prejudice to and does not limit any rights, remedies, liabilities or obligations of either party which have accrued up to the date of termination or expiry, including the right of indemnity.

39 Dictionary

Absolute credit limit means the amount that we have assessed as being the total amount that your account may reach at any point in time.

Account means your account with us for the service.

ACMA means the Australian Communications and Media Authority.

Act means the *Telecommunications Act 1997 (Cth)*, including any regulations or other subordinate rules made under the Act.

Advance payment means a payment payable by you against future charges likely to be incurred on your account.

Affected customer means a customer who has, within the last 6 months, been billed for the activity that is affected by the change and where we reasonably believe the change will have more than a minor detrimental impact.

Agreement has the meaning set out in clause 1.2.

Air limit means a usage limit we may impose on your use of the service as notified by us. Your air limit is set out in the plan details and may change from time to time.

Application means any form or other documentation which we may require you to complete, prior to us supplying the service to you. An application may include, as applicable, the documents entitled "Application Form", "Customer Authorisation Form", "Customer Authority to recover and issue mobile service number" or similar.

Assessment policies means the policies used by us to assess credit worthiness.

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010*.

Authorised users means those persons authorised to access your account and use the service in accordance with clause 7.

Available service area means locations in which the service network is capable of providing service. Information on coverage areas is available by contacting us.

Bill means the tax invoice we provide detailing the charges on your account.

Bill address means the address provided in your application as the address to which bills and other information should be delivered. A billing address may be the same as a registered address.

Billing period means the period in which you are billed by us for service. You will have 12 billing periods per year unless we advise otherwise.

Bill Media means the way a Bill is delivered and its format.

Caller number display service means the functionality, which enables the display of the calling number to the recipient of the call.

Charges means the charges, fees and rates notified by us from time to time (including in the plan details) and payable by you for processing an application, connection of an account, issuing of a service number and use of the service (including via any promotion) and including any additional amounts of applicable GST.

Consequential loss means any loss of the following kinds:

- i) any financial or economic loss, including loss of profit or loss of anticipated profits, loss of revenue, loss of use, loss of agreement, loss of intangible assets or loss of value of intangible assets (including without limitation goodwill), increased cost of working, loss of business opportunity, or payment of any liquidated sums, penalties or damages under any other agreement, relationship or understanding (other than this agreement);
- ii) any loss which does not arise naturally from a breach of this agreement, irrespective of any particular knowledge that the other party may have in respect of that loss or breach; or
- iii) any loss resulting from liability of the other party to any third person howsoever and whensoever arising,

including without limitation any indirect or consequential loss.

Consumer Guarantee has the meaning given in Division 1 of Part 3-2 of the Australian Consumer Law.

Contact Centre means our customer contact centre used to receive and respond to your enquiries and concerns. The Contact Centre may be contacted via phone, mail or email. See the TransACT website or phone 13 30 61.

Content limit means the monthly usage limit we may place on your mobile service. Your content limit is published in the plan details for the service and may change from time to time.

Credit limit means the amount of credit we are willing to allow you to access in terms of unpaid charges on your account as a result of our assessment policies.

Credit management action means any action undertaken by us or another party acting on our behalf to:

- i) limit or manage your access to our service to ensure payment for use of the service;
- ii) manage payment of your account;
- iii) assessing your existing or on-going credit worthiness.

Due date means the date the amount shown on your bill is due to be paid to us. The due date will not be less than 14 days after the date of the bill.

Electronic Bill means customers bills will be sent out to electronically to the email address details in their application form.

Equal terms means cancellation without incurring fees or charges other than charges incurred up to the date of termination and cost of any product that you have not paid us for where the product can be used in connection with another service provider.

Equipment means any equipment or software provided by us to you under this Agreement.

General services means the services we provide that are designated by us as general services and may include WAP, MMS, directory assistance and similar features and services. The plan details set out which services we have designated as general services.

General terms means the terms and conditions set out in this document.

GPRS means general packet radio service which is a GSM based data service supported on 2.5G and 3G mobile networks.

GPRS specific terms and conditions means those terms and conditions set out in clause 11 of the general terms.

GSM means Global System for Mobiles and is a digital cellular network standard used to supply mobiles services.

GST means the tax imposed by *A New Tax System (Goods and Services Tax Imposition General) Act 1999 (Cth)* and any regulations thereto or such other Act and regulations of equivalent effect.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

GST supply means a supply as defined in and which is subject to liability for GST under the GST Act.

Handset means a mobile handset provided by TransACT to you in accordance with clause 16.

Handset rental instalment means the monthly rental instalment payable for the purchase of a handset from TransACT.

IMEI numbers means the International Mobile Equipment Identity Number, being a unique number assigned to a mobile handset by the mobile handset manufacturer.

Insolvency event means the happening of any of these events in relation to a party (*defaulting party*):

- i) execution or other process of a court or authority or distress is levied for an amount exceeding \$10,000 upon any of the defaulting party's property and is not satisfied, set aside or withdrawn within 7 days of its issue;
- ii) an order for payment is made or judgment for an amount exceeding \$10,000 is entered or signed against the defaulting party which is not satisfied within 7 days;
- iii) the defaulting party suspends payment of its debts;
- iv) where the defaulting party is a body corporate:
 - (1) the defaulting party becomes an externally-administered body corporate under the Corporations Act 2001 (Cth);
 - (2) steps are taken by any person towards making the defaulting party an externally-administered body corporate (but not where the steps taken consist of making an application to a court and the application is withdrawn or dismissed within 14 days);
 - (3) a controller (as defined in section 9 of the Corporations Act 2001 (Cth)) is appointed over any of the property of the defaulting party or any steps are taken for the appointment of such a person (but not where the steps taken are reversed or abandoned within 14 days);
 - (4) the defaulting party is taken to have failed to comply with a statutory demand within the meaning of section 459F of the Corporations Act 2001 (Cth); or
 - (5) a resolution is passed for the reduction of capital of the defaulting party or notice of intention to propose such a resolution is given, without the prior written consent of the other party;
- v) where the defaulting party is a natural person:
 - (1) the defaulting party authorises a registered trustee or solicitor to call a meeting of his or her creditors or proposes or enters into a deed of assignment or deed of arrangement or a composition with any of his or her creditors;
 - (2) a person holding a security interest in assets of the defaulting party enters into possession of or takes control of any of those assets or takes any steps to enter into possession of or take control of any of those assets; or
 - (3) the defaulting party commits an act of bankruptcy; or
- vi) an event happens analogous to an event specified in clauses 38(34)a to 38(34)(e) to which the law of another jurisdiction applies and the event has an effect in that jurisdiction similar to the effect which the event would have had if the law of Australia applied.

Integrated Public Number Database has the same meaning given to it in the Act.

Intercarrier IMEI blocking initiative means the initiative introduced by the Australian Mobile Telecommunications Association.

International roaming means use by you of the service from a country other than Australia.

Interruption in the supply of goods or a service means a delay in supplying, a failure to supply or an error or defect in the supply of, those goods or that service.

Keyword means the secret word chosen by you in your application as a means to confirm or assist to confirm your identity.

MMS (Multimedia Messaging Service) means a message system allowing the sending of still and video colour images, graphics, audio files and text via the service network.

Monthly rental means the amount specified as such in the application.

Network means a telecommunications network, including equipment, facilities or cabling.

Personal information has the same meaning provided under the *Privacy Amendment (Private Sector) Act 2000 (Cth)* and includes:

- i) identity particulars — your name, sex, address (and the previous two addresses), date of birth, name of employer, and driver's licence number;
- ii) your application for credit or commercial credit — the fact that you have applied for credit and the amount;
- iii) the fact that we are a current credit provider to you; and
- iv) information about your credit worthiness or capacity.

Plan means any plan for the provision of the service agreed to by you and us and as specified in your application.

Plan details means any specific terms or details (including Charges) applicable to the service and published on the TransACT website.

Primary contact details mean the contact details provided for you in your application or as amended by you.

Privacy policy means our privacy policy as provided to customers from time to time or made available on the TransACT website.

Product means any product provided by us under this agreement for use with the service.

Promotions has the meaning set out in clause 1.4.

Registered address means the address provided in your application as the address to which your SIM card should be delivered.

Related Body Corporate has the same meaning as in section 50 of the *Corporations Act 2001 (Cth)*.

Security bond means the security bond in an amount nominated by us that you provide under clause 28.

Service means any and all of the digital mobile telecommunications or data services we provide to you under this agreement including the connection to the service network, any general services and customer support services.

Service network means the Vodafone digital mobile network or other network which allows you to receive or use the service.

Service number means the telephone number(s) used in connection with the service whether issued by us or ported from another service provider.

SIM card means the subscriber identity module card(s) owned by us and provided to you to allow you and the authorised users (if any) to access the service.

SMS means a short message service that allows sending of text based messages consisting of 160 characters including spaces.

Third party services means the services provided by third parties to you.

TransACT Acceptable Use Policy means the fair use policy detailed on the TransACT website as amended from time to time.

TransACT website means the website located at url www.transact.com.au (or other URL notified to you) as amended from time to time.

Us / we / our means TransACT Capital Communications Pty Limited (ABN 23 093 966 888) and includes our Related Bodies Corporate, employees, agents and contractors.

User guide means the user guide for the service as amended and available from the TransACT website.

WAP (Wireless Application Protocol) means a network dependant service that makes it possible to access specially written pages on the internet via a compatible mobile phone.

Working days means a day during which you are able to contact us at the Contact Centre and to make arrangements to cancel or suspend the service.

You / your means jointly and severally the person or persons named in the Application who request the Services or who otherwise acquire the Services.

Your Equipment means all equipment that you own, or which is owned by a third party and leased or licensed to you, and which you use in connection with the Service, other than Equipment.

2.5G means 2.5 generation mobile service which provides packet switched data service.

3G means 3rd generation mobile service which provides packet switched data at a higher data speed.

40. Plan Details TransACT Mobile Plans

1. Features of TransACT mobile plans

TransACT mobile plans are offered on a month to month contract. You may purchase a handset by paying the full amount of the handset upfront, or by instalments over a 24 month period in accordance with clause 16 of this agreement. The handsets available with mobile plans are subject to availability. No handset is included on any of our month to month contract plans.

2. Charges

Mobile plans	\$10	\$20	\$40	\$60
Included credit	\$165	\$450 + \$1000 to TransACT mobile	Includes All standard calls & texts within Australia	
Included data	200MB	1.5GB	1GB	3GB
Minimum monthly fee	\$10	\$20	\$40	\$60
Minimum cost over 24 months	\$255	\$495	\$975	\$1,455
Call rate (per 60 seconds block)	90c	90c	Included	Included
Text messages (per message) (up to 160 characters)	25c	25c	Included	Included
MMS (per message)	50c	50c	Included	Included
Voicemail deposit	Free	Free	Free	Free
Voicemail retrieval (per 60 seconds block)	90c	90c	Included	Included
1800 numbers	90c	90c	Included	Included
1300 and 13 service numbers	90c	90c	Included	Included
Call connection fee (per call)	35c	35c	Included	Included
Billing Increment	30sec	30sec	NA	NA

Note: Current plans are only available to new customers who are porting from another service provider or to existing non-contracted TransACT mobile customers. If you are an existing TransACT mobile customer and you contracted with us prior to 9 October 2012, you cannot upgrade to a current plan unless you are out of contract or you terminate your contract early and pay the applicable disconnection fee. Upgrades/downgrades are only available within the old plans available prior to 9 October 2012.



2.1 Other charges

Description of charge	\$AUD (including GST)
One-off SIM card activation fee (per SIM card)	\$15
Video call rate to Australian mobiles	50c per 30 seconds or part thereof with a 35c call connection fee
International call rates	View international call rates
International video calls	86 cents per 30 seconds or part thereof with a 17c call connection fee
Satellite services call rates	View satellite services call rates section
SMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
SMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
MMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
MMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
National roaming charges	View national roaming charges
International roaming charges	For international voice roaming charges please call 13 30 61. International data roaming charges are 1.5c/kB.
TransACT Contact Centre	Free
Emergency service number	Free
Premium service numbers (eg. 1900)	Advertised rate+35%+GST (where the advertised rate does not include GST).
Directory assistance	65cents/30sec and a call connection fee of \$1.30
GPRS overrun charge	20 cents per MB (charged in 10KB increments) within Australia.
SIM card replacement fee	\$24.95
Late payment fee	\$11 applies after a courtesy note for payment has been sent. The late payment fee will be applied to your account on the day after the courtesy note is mailed and will appear on a bill issued after the date of the courtesy note.
Cheque dishonour fee	\$25
Direct debit rejection fee	\$8
Disconnection fee	Applicable monthly fee for the full billing month + Usage



Description of charge	\$AUD (including GST)
Re-connection of suspended service following payment of outstanding account	\$55
New number request fee	\$30 for a standard number
Paper bill fee	\$1.49 per bill sent

Note: For any charges not provided above, please contact the TransACT Contact Centre on 13 30 61 to obtain correct charges before using the Service or visit our website www.transact.com.au.

3. Important Information

All call costs are charged in 30-second increments (or part thereof) unless it is stated otherwise.

Unless stated otherwise, charges are inclusive of GST and GST rounding applies.

Standard text messages exclude special text services such as voting, premium text and text while roaming. Standard text rate applies per text message up to 160 characters. SMS sent in excess of character limit will be charged as multiple messages. You will be charged for each SMS sent regardless of whether the SMS is received.

Only eligible calls made during a particular billing period are included in the included credit for plans.

Minimum monthly fee applies even if full credit value is not used. All unused credit and data is forfeited and cannot be rolled over. Once monthly credit is reached normal call rates apply. Once monthly data allowance is exceeded 20c per MB overrun charges apply. The minimum monthly fee and credit are calculated on a pro-rata basis for the first billing cycle.

On a month to month contract plan you can cancel the contract at any time, but will have to pay the full monthly fee for the billing cycle in which the service is cancelled, plus any outstanding charges.

If you have taken a handset instalment with the plan, disconnecting the voice plan will automatically terminate the handset instalment plans and the remainder of the handset instalments will be added to the final bill.

4. Third party services charges

Fees and charges for third party services accessed using the service (including voting charges and content charges) will be billed to you by those third parties or where the third party does not bill you directly, we may bill you at the rates specified by the suppliers of those third party services + surcharge + GST.

5. Air limit

As notified from time to time.

6. Content limit

As notified from time to time.

TransACT mobile broadband plans

1. Features of TransACT mobile broadband plans

Mobile broadband plans are used in conjunction with a USB internet stick and data card, or a computer tablet that accepts a SIM card to support data services.

2. Charges - data stick

Data plan	Included data (GB)	Monthly fee (inc GST)	Internet stick (month-month contract)	Internet stick (12-month contract)
DP 2GB	2GB	\$15	\$45	\$4/month
DP 5GB	5GB	\$29	\$45	FREE
DP 9GB	9GB	\$39	\$45	FREE
DP 12GB	12GB	\$49	\$45	FREE

Minimum cost over 12 months for 2GB: \$228, 5GB: \$348, 9GB: \$468, 12GB: \$588. Overrun (excess usage) charges of 5c per MB are charged at 10kb increments. Early cancellation fee of \$200 applies to a 12 month contract.

Important information

- Excess data is charged at 5c/MB at 10kb increments. Roaming charges are not included in the data allowance and is charged at 1.5c/kB.
- Customers will not be charged a cancellation fee when cancelling a mobile broadband plan on a month-to-month contract but a \$200 cancellation fee will apply to 12-month contracts.
- Monthly fee and included data is calculated pro rata basis during the first billing cycle.

The Consumer Credit Code does not apply to the internet stick rental plans. Therefore you will not have the protection and rights that apply to agreements regulated by the Consumer Credit Code. You may consider obtaining independent legal advice on this agreement before you sign the application form.

3. Charges - with Tablet

Data plan	Included data (GB)	Monthly fee (inc GST)	Samsung Galaxy Tab 2 7.0	Samsung Galaxy Tab 2 10.1
DP 2GB	2GB	\$15	24 month contract at \$13 per month	24 month contract at \$22 per month
DP 5GB	5GB	\$29		
DP 9GB	9GB	\$39		
DP 12GB	12GB	\$49		

Minimum cost over 24 months for Samsung Galaxy Tab 2 7.0: 2GB: \$672, 5GB: \$1,008, 9GB: \$1,248, 12GB: \$1,488.

Minimum cost over 24 months for Samsung Galaxy Tab 2 10.1: 2GB: \$888, 5GB: \$1,224, 9GB: \$1,464, 12GB: \$1,704.

Important information

- Excess data is charged at 5c/MB at 10kb increments. Roaming charges are not included in the data allowance and is charged at 1.5c/kB.
- For tablets provided before 16 November 2012, 24 a month contract term applies a mobile broadband service that includes a tablet. Cancellation fee will be (Monthly Data plan fee + Monthly Tablet fee) x Number of remaining months.
- For tablets provided after 16 November 2012, if you cancel or otherwise change the terms of your mobile broadband service, the remaining amount owing on the tablet instalment plan will be invoiced to your account, and charged during your next billing cycle (in addition to all other remaining service charges).



- Monthly fee and included data is calculated pro rata basis during the first billing cycle.
- The Consumer Credit Code does not apply to the table payment instalment plans. Therefore you will not have the protection and rights that apply to agreements regulated by the Consumer Credit Code. **You may consider obtaining independent legal advice on this agreement before you sign the application form.**

On all mobile broadband plans, use of the SIM card for any service other than data service will be charged at following rates.

Call type	Rate
Call rate (per 30 seconds)	45c
Video call rate to Australian mobiles (per 30 seconds)	50c
Text messages (per message of 160 characters)	25c
MMS (per message)	75c
Voicemail deposit	Free
Voicemail retrieval (per 30 seconds)	45c
Call connection fee (per call)	30c



2.1 Other Charges

Description of charge	\$AUD (including GST)
One-off SIM card activation fee (per SIM card)	\$15.95 (not applicable on mobile broadband plans sold after 15 Oct 2010)
International call rates	View international call rates
International video calls	86 cents per 30 seconds or part thereof with a 17c call connection fee
Satellite services call rates	View satellite services call rates section
SMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
SMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
MMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
MMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
National roaming charges	View national roaming charges
International roaming charges	For international voice roaming charges please call 13 30 61. International data roaming charges are 1.5c/kB.
TransACT Contact Centre	Free
Emergency service number	Free
1800 numbers	12 cents per 30 seconds or part thereof (no call connection fee)
1300 and 13 service numbers	15 cents per 30 seconds or part thereof (no call connection fee)
Premium service numbers (eg. 1900)	Advertised rate+35%+GST (where the advertised rate does not include GST).
Directory assistance	65cents/30sec and a call connection fee of \$1.30
SIM card replacement fee	\$24.95
Late payment fee	\$5.50 (or \$11 effective from 28 January 2012) applies after a courtesy note for payment has been sent. The late payment fee will be applied to your account on the day after the courtesy note is mailed and will appear on a bill issued after the date of the courtesy note.
Cheque dishonour fee	\$25
Direct debit rejection fee	\$8
Re-connection of suspended service following payment of outstanding	\$55



Description of charge	\$AUD (including GST)
account	
New number request fee	\$30 for a standard number
Paper bill fee	\$1.49 per bill sent

Note: For any charges not detailed above, please contact the TransACT Contact Centre on 13 30 61 to obtain correct charges before using the Service or visit our web site www.transact.com.au.

3. Important Information

All data charges are billed and charged in 10kb increments (or part thereof) unless it is stated otherwise.

The data included per month for all data and mobile broadband plans is a combined upload and download data transfer.

The data speeds of 3.6Mbps download and 364kbps upload are the maximum speeds achievable. The actual speeds that you will receive will depend on a number of factors such as location or mobile signal strength, the amount of network or internet traffic, and the software and hardware used to connect to the network, including your modem.

Speeds may also be slower if your data card is connected to the 2.5G network instead of the 3G network. The 3G network currently covers metropolitan areas in Sydney, Central Coast, Melbourne, Canberra, Perth, Adelaide, Brisbane, the Sunshine Coast and the Gold Coast, plus all major international airports in Australia. You will experience considerably slower speeds when switching over to the 2.5G network.

The monthly fee payable under the data and mobile broadband plans applies even if full included data value is not used. All unused included data is forfeited and cannot be rolled over. Once monthly included data is reached normal data rates apply. Minimum monthly fee and the included data are calculated on pro-rata for the first billing cycle.

Unless stated otherwise, all charges are inclusive of GST and GST rounding applies.

TransACT mobile handset rentals

1. Features of TransACT mobile handset rentals

The TransACT mobile handset rental option allows you choose a handset from TransACT's available range, and pay it off in monthly instalments over a 24-month contract period. The Handset rental 0 plan is only available on a 12 month contract with monthly instalments over the 12 month contract period.

2. Charges

Handset rental plan	Monthly handset rental instalment	Minimum Cost
Handset rental 0	\$4.00	\$48
Handset rental 1	\$5.00	\$120
Handset rental 2	\$10.00	\$240
Handset Rental (\$13/month)	\$13.00	\$312
Handset rental 3	\$15.00	\$360



Handset rental plan	Monthly handset rental instalment	Minimum Cost
Handset Rental (\$22/month)	\$22.00	\$528
Handset rental 4	\$20.00	\$480
Handset rental 5	\$25.00	\$600
Handset Rental (\$29/month)	\$29.00	\$696
Handset rental 6	\$30.00	\$720
Handset Rental (\$33/month)	\$33.00	\$792
Handset rental 7	\$35.00	\$840
Handset rental 8	\$40.00	\$960
Handset rental 9	\$50.00	\$1200
Handset rental 10	\$60.00	\$1440

Please visit www.transact.com.au or call our sales team on 13 30 61 to find out about which handsets are available under each of the above handset rental plans.

3. Important Information

The Consumer Credit Code does not apply to the handset rental plans. Therefore you will not have the protection and rights that apply to agreements regulated by the Consumer Credit Code. **You may consider obtaining independent legal advice on this agreement before you sign the application form.**

The TransACT mobile handset rental plan is only available to customers who sign up to an eligible TransACT mobile plan. If you terminate the contract within the contract period you will be liable for any remaining outstanding handset rental instalments owing under your plan for the remainder of the contract period (in addition to all other remaining service charges).

Handset rental instalments are in addition to the monthly access fee for your selected plan.

[Return to menu](#)

41. Discontinued plans

TransACT mobile MultiSIM - discontinued as at 03/10/2012

1. Features of TransACT mobile MultiSIM

TransACT mobile MultiSIM offers you very competitive call rates to fixed-line numbers and Australian mobiles (see Glossary). Plus when you call a TransACT fixed-line customer or a TransACT mobile customer the call rates are even cheaper, no matter where you are in Australia or what time of the day it is.

The plan also includes a simple discount structure based on how much you spend on eligible calls (see Glossary). A special feature of the plan is you can add as many SIM cards as would you like to increase the total usage on eligible calls and get further discounts on your bill.



2. Charges

Description of charge	\$AUD (including GST)
One-off SIM card activation fee (per SIM card)	\$15.95
Call connection fee (fixed-line, mobile, voicemail and video calls)	25 cents
Calls to fixed-line numbers	34 cents per 30 seconds or part thereof
Calls to Australian mobiles (excluding TransACT mobile customers and national roaming calls)	34 cents per 30 seconds or part thereof
Calls to TransACT fixed-line mobile customers	12 cents per 30 seconds or part thereof
Video calls to Australian mobile numbers	65 cents per 30 seconds or part thereof
International video calls	86 cents per 30 seconds or part thereof with a 17c call connection fee
International call rates	View International Call Rates
Satellite services call rates	View Satellite Services Call Rates
SMS to Australian mobiles	25 cents/msg (up to 160 characters)
SMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
SMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
MMS to Australian mobiles	75 cents per msg
MMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
MMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
National roaming charges	View National Roaming Charges
International roaming charges	For international voice roaming charges please call 13 30 61. International data roaming charges are 1.5c/kB.
Voicemail retrieval	10 cents per 30 seconds or part thereof with a call connection fee of 25cents
TransACT Contact Centre (13 30 61)	Free
Emergency service number	Free
1800 numbers	12 cents per 30 seconds or part thereof (no call connection fee)
1300 and 13 service numbers	15 cents per 30 seconds or part thereof (no call connection fee)
Premium service numbers (eg. 1900)	Advertised rate+35%+GST (where the advertised rate does not include GST).



Description of charge	\$AUD (including GST)
Directory assistance	65cents/30sec and a call connection fee of \$1.30
GPRS	30 cents per MB
SIM card replacement fee	\$24.95
Late payment fee	\$5.50 (or \$11 effective from 28 January 2012) applies after a courtesy note for payment has been sent. The late payment fee will be applied to your account on the day after the courtesy note is mailed and will appear on a bill issued after the date of the courtesy note.
Cheque dishonour fee	\$25
Direct debit rejection fee	\$8
Re-connection of suspended service following payment of outstanding account	\$55
New number request fee	\$30 for a standard number
Paper bill fee	\$1.49 per invoice sent

Note: For any charges not provided above, please contact the TransACT Contact Centre on 13 30 61 to obtain correct charges before using the service or visit our website www.transact.com.au.

3. Important information

All call costs are charged in 30-second increments (or part thereof) unless it is stated otherwise.

Unless stated otherwise, charges are inclusive of GST and GST rounding applies.

Standard text messages exclude special text services such as voting, premium text and text while roaming. Standard text rate applies per text message up to 160 characters. SMS sent in excess of character limit will be charged as multiple messages. You will be charged for each SMS sent regardless of whether the SMS is received.

4. Discount Scheme for TransACT mobile MultiSIM package

Discounts may apply to eligible calls made during a particular billing period. Your bill will set out what discounts, if any, have been applied to eligible calls (see working example below).

Charges in a billing period for eligible calls (AUD)	Discount %
\$0 – \$15.00	0
\$15.01 – \$30.00	5
\$30.01 – \$45.00	10
\$45.01 – \$60.00	15
\$60.01 – \$75.00	20
\$75.01 – \$90.00	25
\$90.01 – \$105.00	30



Charges in a billing period for eligible calls (AUD)	Discount %
\$105.01 – \$120.00	35
\$120.01 – \$135.00	40
\$135.01 – \$150.00	45
> \$150.01	50

The above discounts will be applied to the total charges of all eligible calls in a billing period.

For example if the total charges of eligible calls in a billing period is \$136.00, then we will apply a 45% discount to that amount.

$\$136.00 \times 45\% = \61.20 (*as total charges are between \$135.01 and \$150.00)

And you pay only \$ 74.80 (\$136 – 61.20)

5. Third party services charges

Fees and charges for third party services accessed using the service (including voting charges and content charges) will be billed to you by those third parties or where the third party does not bill you directly, we may bill you at the rates specified by the suppliers of those third party services + surcharge + GST.

6. Air limit

As notified from time to time.

7. Content limit

As notified from time to time.

TransACT mobile CapPLUS plans - discontinued as at 03/10/2012

1. Features of TransACT mobile plans

TransACT mobile's range of mobile plans offer a choice between a 24 month or a month to month contract. A selected handset is included with a 24 months contract. The handsets available to new and out of contract customers with TransACT's mobile plans are subject to availability. No handset is included on a month to month contract plans.

2. Charges

Mobile plans	\$19	\$29	\$39	\$49
Included credit	\$140	\$240	\$300	\$480
Included data	100MB	250MB	500MB	1GB
Minimum monthly fee	\$19	\$29	\$39	\$49
Minimum cost over 24 months	\$456	\$696	\$936	\$1,176
Call rate (per 60 seconds block)	99c	99c	99c	99c
Video call rate to Australian mobiles (per 60 seconds block)	\$1	\$1	\$1	\$1
Text messages (per message) (up to 160 characters)	30c	30c	30c	30c
MMS (per message)	75c	75c	75c	75c
Voicemail deposit	Free	Free	Free	Free
Voicemail retrieval (per 60 seconds)	99c	99c	99c	99c



block)					
Call connection fee (per call)		40c	40c	40c	40c
\$0 handset*	24 months contract	Yes	Yes	Yes	Yes
	Month to month contract	No	No	No	No-

Eligible handset models for each of the plans are as determined by TransACT and are subject to change.

Note: Current plans are only available to new customers who are porting from another service provider or to existing non-contracted TransACT mobile customers. TransACT mobile customers contracted prior to 20 October 2011 cannot upgrade to a current plan, unless customer is out of contract. Upgrade/downgrades are only available within the old plans available prior to 20 October 2011.



2.1 Other charges

Description of charge	\$AUD (including GST)
One-off SIM card activation fee (per SIM card)	\$0
International call rates	View international call rates
International video calls	86 cents per 30 seconds or part thereof with a 17c call connection fee
Satellite services call rates	View satellite services call rates section
SMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
SMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
MMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
MMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
National roaming charges	View national roaming charges
International roaming charges	For international voice roaming charges please call 13 30 61. International data roaming charges are 1.5c/kB.
TransACT Contact Centre	Free
Emergency service number	Free
1800 numbers	24 cents per 60 seconds block (no call connection fee)
1300 and 13 service numbers	30 cents per 60 seconds block (no call connection fee)
Premium service numbers (eg. 1900)	Advertised rate+35%+GST (where the advertised rate does not include GST).
Directory assistance	65cents/30sec and a call connection fee of \$1.30
GPRS overrun charge	20 cents per MB (charged in 10KB increments) within Australia.
SIM card replacement fee	\$24.95
Late payment fee	\$5.50 (or \$11 effective from 28 January 2012) applies after a courtesy note for payment has been sent. The late payment fee will be applied to your account on the day after the courtesy note is mailed and will appear on a bill issued after the date of the courtesy note.
Cheque dishonour fee	\$25



Description of charge	\$AUD (including GST)
Direct debit rejection fee	\$8
Disconnection fee	Calculated by multiplying remaining months of contract by minimum monthly fee for your selected plan
Re-connection of suspended service following payment of outstanding account	\$55
New number request fee	\$30 for a standard number
Paper bill fee	\$1.49 per bill sent

Note: For any charges not provided above, please contact the TransACT Contact Centre on 13 30 61 to obtain correct charges before using the Service or visit our website www.transact.com.au.

3. Important Information

All call costs are charged in 60-second increments (or part thereof) unless it is stated otherwise.

Unless stated otherwise, charges are inclusive of GST and GST rounding applies.

Standard text messages exclude special text services such as voting, premium text and text while roaming. Standard text rate applies per text message up to 160 characters. SMS sent in excess of character limit will be charged as multiple messages. You will be charged for each SMS sent regardless of whether the SMS is received.

Only eligible calls made during a particular billing period are included in the included credit for plans.

Minimum monthly fee applies even if full credit value is not used. All unused credit and data is forfeited and cannot be rolled over. Once monthly credit is reached normal call rates apply. Once monthly data allowance is exceeded 20c per MB overrun charges apply. Minimum monthly fee and the credit are calculated on pro-rata for the first billing cycle.

Early termination of the 24 month contract will attract a disconnection fee, calculated by multiplying remaining months of contract by minimum monthly fee for your selected plan plus any handset rental, plus outstanding service charges. If you are on a month to month contract plan you can cancel the contract at any time, but will have to pay the full monthly fee for the billing cycle in which the service is cancelled, plus any outstanding charges.

If you have received a handset with the plan, you cannot downgrade the plan during the contract period. You can upgrade to a higher plan, but are not entitled to upgrade the handset during the agreed contract period.

4. Third party services charges

Fees and charges for third party services accessed using the service (including voting charges and content charges) will be billed to you by those third parties or where the third party does not bill you directly, we may bill you at the rates specified by the suppliers of those third party services + surcharge + GST.

5. Air limit

As notified from time to time.

6. Content limit

As notified from time to time.

TransACT mobile EXTRA plans - discontinued as at 03/10/2012

1. Features of TransACT mobile CapEXTRA plans

TransACT mobile EXTRA plans include extra call credit with a 12-month contract. No handset is included with EXTRA plans.

2. Charges

E plans	\$19 Extra	\$29 Extra
Included credit	\$180	\$280
Included data	100MB	250MB
Minimum monthly fee	\$19	\$29
Minimum cost over 12 months	\$228	\$348
Call rate (per 60 seconds block)	99c	99c
Video call rate to Australian mobiles (per 60 seconds block)	\$1	\$1
Text messages (per message) (up to 160 characters)	30c	30c
MMS (per message)	75c	75c
Voicemail deposit	Free	Free
Voicemail retrieval (per 60 seconds block)	99c	99c
Call connection fee (per call)	40c	40c

Note: Current EXTRA plans are only available to new and non contracted customers who are porting from another service provider or to existing non-contracted TransACT mobile customers. TransACT mobile customers contracted prior to 20 October 2011 cannot upgrade to a current EXTRA plan, unless customer is out of contract. Upgrade/downgrades only available within the old plans available prior to 20 October 2011.

2.1 Other charges

Description of charge	\$AUD (including GST)
One-off SIM card activation fee (per SIM card)	Free
International call rates	View international call rates
International video calls	86 cents per 30 seconds or part thereof with a 17c call connection fee
Satellite services call rates	View satellite services call rates section
SMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
SMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
MMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
MMS to premium service numbers	Advertised rate + GST (where the advertised rate does



Description of charge	\$AUD (including GST)
	not include GST).
National roaming charges	View national roaming charges
International roaming charges	For international voice roaming charges please call 13 30 61. International data roaming charges are 1.5c/kB.
TransACT Contact Centre	Free
Emergency service number	Free
1800 numbers	24 cents per 60 seconds block (no call connection fee)
1300 and 13 service numbers	30 cents per 60 seconds block (no call connection fee)
Premium service numbers (eg. 1900)	Advertised rate+35%+GST (where the advertised rate does not include GST).
Directory assistance	65cents/30sec and a call connection fee of \$1.30
GPRS overrun charge	20 cents per MB (charged in 10KB increments)
SIM card replacement fee	\$24.95
Late payment fee	\$5.50 (or \$11 effective from 28 January 2012) applies after a courtesy note for payment has been sent. The late payment fee will be applied to your account on the day after the courtesy note is mailed and will appear on a bill issued after the date of the courtesy note.
Cheque dishonour fee	\$25
Direct debit rejection fee	\$8
Disconnection fee	\$200
Re-connection of suspended service following payment of outstanding account	\$55
New number request fee	\$30 for a standard number
Paper bill fee	\$1.49 per bill sent

Note: For any charges not provided above, please contact the TransACT Contact Centre on 13 30 61 to obtain correct charges before using the Service or visit our website www.transact.com.au.

3. Important Information

All call costs are charged in 60-second increments (or part thereof) unless it is stated otherwise.

Unless stated otherwise, charges are inclusive of GST and GST rounding applies.

Standard text messages exclude special text services such as voting, premium text and text while roaming. Standard text rate applies per text message up to 160 characters. SMS sent in excess of character limit will be charged as multiple messages. You will be charged for each SMS sent regardless of whether the SMS is received.

Only eligible calls made during a particular billing period are included in the included credit for EXTRA plans.

Minimum monthly fee applies even if full credit value is not used. All unused credit and data is forfeited and cannot be rolled over. Once monthly credit is reached normal call rates apply. Once monthly data allowance is reached overrun charges of 20c per MB apply. One-year contract applies. Minimum monthly fee and the credit are calculated on pro-rata for the first billing cycle.

Early termination of the contract will attract a \$200 disconnection fee.

4. Third party services charges

Fees and charges for third party services accessed using the service (including voting charges and content charges) will be billed to you by those third parties or where the third party does not bill you directly, we may bill you at the rates specified by the suppliers of those third party services + surcharge + GST.

5. Air limit

As notified from time to time.

6. Content limit

As notified from time to time.

TransACT mobile Super plans - discontinued as at 03/10/2012

1. Features of TransACT mobile Super plans

TransACT mobile has a great range of Super plans specifically designed for businesses.

2. Charges

Individual Plans	Super119	Super159
Included credit	\$800	\$1,100
Minimum monthly fee	\$119	\$159
Minimum cost over 24 months	\$2,871.95	\$3,83.95
Minimum cost over 12 months	\$2,403.95	\$1,923.95
Call rate (per 30 seconds)	40c	40c
Intra-account calls	Not Applicable	Not Applicable
Video calls to Australian mobiles (per 30 seconds)	50c	50c
Text messages (per message) (up to 160 characters)	25c	25c
MMS (per message)	75c	75c
Voicemail deposit	Free	Free
Voicemail retrieval (per 30 seconds)	40c	40c
Call connection fee (per call)	30c	30c
GPRS	30c/MB	30c/MB
Maximum SIM cards	1	1
Handset credit upto (12-month contract)	\$0	\$0



Individual Plans	Super119	Super159
Handset credit upto (24-month contract)	\$0	\$0

Shared Plans	Super 190	Super 360	Super 600	Super800	Super1500	Super2000	Super2500
Included credit	\$700	\$1,400	\$2,600	\$3,400	\$6,000	\$10,000	\$14,000
Minimum monthly fee	\$190	\$360	\$600	\$800	\$1,500	\$2,000	\$2,500
Minimum cost over 24 months	\$4,560	\$8,640	\$14,400	\$19,200	\$36,000	\$48,000	\$60,000
Minimum cost over 12 months	\$2,280	\$4,320	\$7,200	\$9,600	\$18,000	\$24,000	\$30,000
Call rate (per 30 seconds)*	30c	30c	30c	30c	30c	30c	30c
Intra-account calls	Free	Free	Free	Free	Free	Free	Free
Video calls to Australian mobiles (per 30 seconds)	50c	50c	50c	50c	50c	50c	50c
Text messages (per message) (up to 160 characters)	25c	25c	25c	25c	25c	25c	25c
MMS (per message)	75c	75c	75c	75c	75c	75c	75c
Voicemail deposit	Free	Free	Free	Free	Free	Free	Free
Voicemail retrieval (per 30 seconds)	Free	Free	Free	Free	Free	Free	Free
Call connection fee (per call)	25c	25c	25c	25c	25c	25c	25c
GPRS	500MB	750MB	1024MB	1536MB	2048MB	2048MB	2048MB
Maximum SIM cards	4	8	16	25	30	40	50
Handset credit up to (12-month)	\$500	\$900	\$1,400	\$1,800	\$3,000	\$3,500	\$4,000



Shared Plans	Super 190	Super 360	Super 600	Super800	Super1500	Super2000	Super2500
contract)							
Handset credit upto (24-month contract)	\$1,100	\$2,100	\$3,500	\$4,000	\$6,500	\$8,000	\$9,500
Cash Credit (24-month contract) paid over 24 months	\$1,000	\$1,900	\$3,200	\$3,700	\$5,900	\$7,300	\$8,700

Note: Current Super plans are only available to new customers who are porting from another service provider or to existing non-contracted TransACT mobile customers. TransACT mobile customers contracted prior to 17 June 2010 cannot upgrade to a current Super plan.

Upgrade/downgrades only available within the old Super plans that were available prior to 17 June 2010. * First five minutes free calls to TransACT fixed line and Mobile, thereafter standard call rate apply.

2.1 Other charges

Description of charge	\$AUD (including GST)
One-off SIM card activation fee (per SIM card) (not applicable to shared Super plans).	\$15.95
Extra SIMs charge for additional SIMs added to Super plans (maximum of 5 SIMs per plan).	\$29 per SIM per month
International call rates	View international call rates
International video calls	86 cents per 30 seconds or part thereof with a 17c call connection fee
Satellite services call rates	View satellite services call rates section
SMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
SMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
MMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
MMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
National roaming charges	View national roaming charges
International roaming charges	For international voice roaming charges please call 13 30 61. International data roaming charges are 1.5c/kB.
TransACT Contact Centre	Free



Description of charge	\$AUD (including GST)
Emergency service number	Free
1800 numbers	12 cents per 30 seconds or part thereof (no call connection fee)
1300 and 13 service numbers	15 cents per 30 seconds or part thereof (no call connection fee)
Premium service numbers (eg. 1900)	Advertised rate+35%+GST (where the advertised rate does not include GST).
Directory Assistance	65cents/30sec and a call connection fee of \$1.30
GPRS overrun charges	15 cents per MB, billed at 10KB increments (for Shared Super plans) 30 cents per MB, billed at 10KB increments (for Individual Super plans)
SIM card replacement fee	\$24.95
Late payment fee	\$5.50 (or \$11 effective from 28 January 2012) applies after a courtesy note for payment has been sent. The late payment fee will be applied to your account on the day after the courtesy note is mailed and will appear on a bill issued after the date of the courtesy note.
Cheque dishonour fee	\$25
Direct debit rejection fee	\$8
Disconnection fee for plans entered into from 17 June 2010	Monthly fee x Number of months left in the contract
Disconnection fee for plans entered into prior to 17 June 2010	Super190 - \$500 Super360 - \$1,400 Super600 - \$2,600 Super800 - \$3,400
Re-connection of suspended service following payment of outstanding account	\$55
New number request fee	\$30 for a Standard Number
Paper bill fee	\$1.49 per bill sent

Note: For any charges not provided above, please contact the TransACT Contact Centre on 13 30 61 to obtain correct charges before using the Service or visit our web site www.transact.com.au.

3. Important Information

All call costs are charged in 30-second increments (or part thereof) unless it is stated otherwise.

Unless stated otherwise, charges are inclusive of GST and GST rounding applies.

TransACT's Acceptable Use Policy applies for all intra-account calls, voice mail retrieval and first five minute free calls to TransACT Fixed line and mobile .

Up to 5 extra mobile users can be added to each shared Super plan, for charges refer Table 2.1 other charges.

International roaming GPRS/Data charges are not included in the data allowance included per month and are charged at 1.5c/kB.

Standard text messages exclude special text services such as voting, premium text and text while roaming. Standard text rate applies per text message up to 160 characters. SMS sent in excess of character limit will be charged as multiple messages. You will be charged for each SMS sent regardless of whether the SMS is received.

Included credit and free calls on Super plans are given only on eligible calls during a billing period and only available for calls which originate and terminate within Australia.

Minimum monthly fee applies even if full credit value is not used. All unused credit is forfeited and cannot be rolled over. Once monthly credit is reached normal call rates apply. Minimum monthly fee and credit are calculated on pro-rata for the first billing cycle.

TransACT mobile Super plans are only available to business customers with a valid CAN/ABN.

To receive handset credit a twelve (12) or twenty four (24) month contract will apply. Early termination of the contract will attract a disconnection fee, plus any outstanding service charges.

The handset credit cannot be redeemed for cash and only be used to purchase handsets from TransACT. It cannot be redeemed as a credit against your call costs with TransACT. The handset credit is available with the specified range of handsets available at the point of purchase. The handset credit must be used at the time of entering into the contract and cannot be used later. The maximum number of handsets that can be purchased using the handset credit is limited to the total number of SIM connections taken with the eligible Super plan.

Cash credit only be available on a 24 months contract and the credit will only be provided as a rebate on the TransACT account. Credit will be applied to the account every month for 24 months. Customer is only entitled for either Handset credit or Cash Credit.

4. Third party services charges

Fees and charges for third party services accessed using the service (including voting charges and content charges) will be billed to you by those third parties or where the third party does not bill you directly, we may bill you at the rates specified by the suppliers of those third party services +surcharge + GST.

5. Air Limit

As notified from time to time.

6. Content Limit

As notified from time to time.

TransACT mobile MultiSIM Elite - discontinued as at 03/10/2012

1. Features of TransACT mobile MultiSIM Elite

TransACT mobile MultiSIM Elite offers very competitive call rates to fixed-line numbers and Australian mobiles for businesses. Plus you can add as many SIM cards as would you like to increase the total usage on eligible calls.



2. Charges

Description of charge	\$AUD (including GST)
One-off SIM card activation fee (per SIM card)	\$15.95
Minimum monthly fee	\$500
Call connection fee (fixed-lines, mobiles and voicemail calls)	0c (no call connection fee)
Calls to fixed-line numbers	17 cents per 30 seconds or part thereof
Calls to Australian mobiles (excluding national roaming calls)	17 cents per 30 seconds or part thereof
Intra-account calls	First five minutes free and calls exceeding 5 minutes, 17 cents per 30 seconds or part thereof
Video calls to Australian mobiles (per 30 seconds)	50 cents per 30 seconds or part thereof
International call rates	View international call rates
International video calls	86 cents per 30 seconds or part thereof with a 17c call connection fee
Satellite services call rates	View satellite services call rates
SMS to Australian mobiles	15 cents/msg (up to 160 characters)
SMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
SMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
MMS to Australian mobiles	75 cents per msg
MMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
MMS to P premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
National roaming charges	View national roaming charges
International roaming charges	For international voice roaming charges please call 13 30 61. International data roaming charges are 1.5c/kB.
Voicemail deposit	Free
Voicemail retrieval	8 cents per 30 seconds or part thereof
TransACT Contact Centre	Free
Emergency service number	Free
1800 numbers	12 cents per 30 seconds or part thereof (no call connection fee)



Description of charge	\$AUD (including GST)
1300 and 13 service numbers	15 cents per 30 seconds or part thereof (no call connection fee)
Premium service numbers (eg. 1900)	Advertised rate+35%+GST (where the advertised rate does not include GST).
Directory assistance	65cents/30sec and a call connection fee of \$1.30
GPRS	30 cents per MB
SIM card replacement fee	\$24.95
Late payment fee	\$5.50 (or \$11 effective from 28 January 2012) applies after a courtesy note for payment has been sent. The late payment fee will be applied to your account on the day after the courtesy note is mailed and will appear on a bill issued after the date of the courtesy note.
Cheque dishonour fee	\$25
Direct debit rejection fee	\$8
Re-connection of suspended service following payment of outstanding account	\$55
New number request fee	\$30 for a standard number
Paper bill fee	\$1.49 per bill sent

Note: For any charges not provided above, please contact the TransACT Contact Centre on 13 30 61 to obtain correct charges before using the Service or visit our website www.transact.com.au.

3. Important Information

All call costs are charged in 30-second increments (or part thereof) unless it is stated otherwise.

All chargeable intra-account calls are charged at per second increments. For all intra-account calls TransACT's Acceptable Use Policy applies.

Unless stated otherwise, charges are inclusive of GST and GST rounding applies.

Standard text messages exclude special text services such as voting, premium text and text while roaming. Standard text rate applies per text message up to 160 characters. SMS sent in excess of character limit will be charged as multiple messages. You will be charged for each SMS sent regardless of whether the SMS is received.

TransACT mobile MultiSIM Elite is only available to businesses with a valid CAN/ABN.

4. Third party services charges

Fees and charges for third party services accessed using the service (including voting charges and content charges) will be billed to you by those third parties or where the third party does not bill you directly, we may bill you at the rates specified by the suppliers of those third party services +surcharge + GST.

5. Air Limit

As notified from time to time.

6. Content Limit

As notified from time to time.

TransACT mobile MultiSIM Elite PLUS - discontinued as at 03/10/2012

1. Features of TransACT mobile MultiSIM Elite PLUS plans

TransACT mobile MultiSIM Elite offers you very competitive call rates to Fixed Numbers and Australian Mobiles (see Glossary) for Business Customers.

A special feature of the plan is you can add as many SIM Cards as would you like to increase the total usage on Eligible Calls. To subscribe to MultiSIM Elite PLUS minimum of 15 SIM connections are required.

2. Charges

Description of Charge	AUD (including GST)
One-off SIM Card activation fee (per SIM Card)	\$15.95
Minimum Monthly Spend	\$500
Flagfall Call Connection Fee (Fixed Calls, Mobile Calls, Voice Mail Calls)	0c (No Flag Fall)
Calls to Fixed Numbers	15 cents per 30 seconds or part thereof
Calls to Australian Mobiles (excluding National Roaming calls)	15 cents per 30 seconds or part thereof
Intra-Account Calls	First five minutes free and calls exceeding 5 minutes, 15 cents per 30 seconds or part thereof
Video Calls to Australian Mobiles (per 30 seconds)	50 cents per 30 seconds or part thereof
International Call Rates	View International Call Rates
International Video Calls	86 cents per 30 seconds or part thereof with a 17c Flagfall
Satellite Services Call Rates	View Satellite Services Call Rates
SMS to Australian Mobiles	15 cents/msg (up to 160 characters)
SMS to Other Service Numbers (excluding Premium Service Numbers)	Advertised rate + GST (where the advertised rate does not include GST).
SMS to Premium Service Numbers	Advertised rate + GST (where the advertised rate does not include GST).
MMS to Australian Mobiles	75 cents per msg
MMS to Other Service Numbers (excluding Premium Service Numbers)	Advertised rate + GST (where the advertised rate does not include GST).
MMS to Premium Service Numbers	Advertised rate + GST (where the advertised rate does not include GST).



Description of Charge	AUD (including GST)
National Roaming charges	View National Roaming Charges
International Roaming charges	For international voice roaming charges please call 13 30 61. International data roaming charges are 1.5c/kB.
Voice Mail Deposit	Free
Voice mail retrieval	8 cents per 30 seconds or part thereof
TransACT Contact Centre	Free
Emergency Service Number	Free
1800 numbers	12 cents per 30 seconds or part thereof (no Flagfall Call Connection Fee)
1300 and 13 service numbers	15 cents per 30 seconds or part thereof (no Flagfall Call Connection Fee)
Premium Service Numbers (eg. 1900)	Advertised rate+35%+GST (where the advertised rate does not include GST).
Directory Assistance	65cents/30sec and a Flagfall Call Connection Fee of \$1.30
GPRS	30 cents per MB
SIM Card replacement fee	\$24.95
Late payment fee	\$5.50 (or \$11 effective from 28 January 2012) applies after a courtesy note for payment has been sent. The late payment fee will be applied to your account on the day after the courtesy note is mailed and will appear on a bill issued after the date of the courtesy note.
Cheque dishonour fee	\$25
Direct debit rejection fee	\$8
Disconnection Fee	For a 24 month Contract \$400
Re-connection of suspended service following payment of outstanding account	\$55
New number request fee	\$30 for a Standard Number
Paper bill fee	\$1.49 per bill sent

Note: For any charges not provided above, please contact the TransACT Contact Centre on 13 30 61 to obtain correct charges before using the Service or visit our web site www.transact.com.au.

3. Important Information

Minimum of 15 SIM connections are required to subscribe to the MultiSIM Elite PLUS plan

All call costs are charged in 30-second increments (or part thereof) unless it is stated otherwise.

All chargeable Intra-Account calls are charged at per second increments. For all Intra-Account calls TransACT's Acceptable Use Policy applies.

Unless stated otherwise, charges are inclusive of GST and GST rounding applies.

Standard text messages exclude special text services such as voting, premium text and text while roaming. Standard text rate applies per text message up to 160 characters. SMS sent in excess of character limit will be charged as multiple messages. You will be charged for each SMS sent regardless of whether the SMS is received.

TransACT mobile MultiSIM Elite is only available to Business Customers.

4. Third Party Services Charges

Fees and charges for Third Party Services accessed using the Service (including voting charges and content charges) will be billed to you by those third parties or where the third party does not bill you directly, we may bill you at the rates specified by the suppliers of those Third Party Services + Surcharge +GST.

5. Air Limit

As notified from time to time.

6. Content Limit

As notified from time to time.

TransACT mobile Freedom Plan - - discontinued as at 03/10/2012

1. Features of TransACT mobile Freedom plan

TransACT mobile Freedom plan offers unlimited calls to Australian fixed-lines, mobiles, voicemail retrievals and text messages to mobiles while in Australia.

2. Charges

Description of charge	\$AUD (including GST)
One-off SIM card activation fee (per SIM card)	\$15.95
Minimum monthly fee	\$99
Call connection fee (video calls)	30c
Calls to Australian fixed-line numbers	Free
Calls to Australian mobiles (excluding national roaming calls)	Free
Video calls to Australian mobiles (per 30 seconds)	50 cents per 30 seconds or part thereof
International call rates	View international call rates
International video calls	86 cents per 30 seconds or part thereof with a 17c call connection fee
Satellite services call rates	View satellite services call rates
SMS to Australian mobiles	Free
SMS to Other Service Numbers (excluding Premium Service Numbers)	Advertised rate + GST (where the advertised rate does not include GST).
SMS to Premium Service Numbers	Advertised rate + GST (where the advertised rate does not include GST).



Description of charge	\$AUD (including GST)
MMS to Australian Mobiles	75 cents per msg
MMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
MMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
National roaming charges	View national roaming charges
International roaming charges	For international voice roaming charges please call 13 30 61. International data roaming charges are 1.5c/kB.
Voicemail deposit	Free
Voicemail retrieval	Free
TransACT Contact Centre	Free
Emergency service number	Free
1800 numbers	12 cents per 30 seconds or part thereof (no call connection fee)
1300 and 13 service numbers	15 cents per 30 seconds or part thereof (no call connection fee)
Premium service numbers (eg. 1900)	Advertised rate+35%+GST (where the advertised rate does not include GST).
Directory assistance	65cents/30sec and a call connection fee of \$1.30
GPRS	30 cents per MB
SIM card replacement fee	\$24.95
Late payment fee	\$5.50 (or \$11 effective from 28 January 2012) applies after a courtesy note for payment has been sent. The late payment fee will be applied to your account on the day after the courtesy note is mailed and will appear on a bill issued after the date of the courtesy note.
Cheque dishonour fee	\$25
Direct debit rejection fee	\$8
Re-connection of suspended service following payment of outstanding account	\$55
New number request fee	\$30 for a standard number
Disconnection fee	\$99 x remaining months of the contract
Paper bill fee	\$1.49 per bill sent

Note: For any charges not provided above, please contact the TransACT Contact Centre on 13 30 61 to obtain correct charges before using the Service or visit our web site www.transact.com.au.

3. Important Information

All chargeable calls are charged in 30-second increments (or part thereof) unless it is stated otherwise.

For all free calls TransACT's Acceptable Use Policy applies.

Unless stated otherwise, charges are inclusive of GST and GST rounding applies.

Standard text messages exclude special text services such as voting, premium text and text while roaming. Standard text rate applies per text message up to 160 characters. SMS sent in excess of character limit will be charged as multiple messages. You will be charged for each SMS sent regardless of whether the SMS is received.

4. Third party services charges

Fees and charges for third party services accessed using the service (including voting charges and content charges) will be billed to you by those third parties or where the third party does not bill you directly, we may bill you at the rates specified by the suppliers of those third party services + surcharge + GST.

5. Air Limit

TransACT's Acceptable Use Policy Applies.

6. Content Limit

As notified from time to time.

TransACT mobile Premium Plan - - discontinued as at 03/10/2012

1. Features of TransACT mobile Premium plan

TransACT mobile Premium plan offers free calls to Australian fixed-lines, mobiles, voicemail retrievals, national and international text messages to mobiles while in Australia. All free voice and voicemail retrieval calls must originate within Australia on the Vodafone network. All free SMS must originate in Australia.

2. Charges

Description of charge	\$AUD (including GST)
One-off SIM card activation fee (per SIM card)	Free
Minimum monthly fee	\$39 for the Premium 39 plan \$49 for the Premium 49 plan \$69 for the Premium 69 plan
Data Included with the plan	Premium 39 plan – 500MB per month Premium 49 plan - 1GB per month Premium 69 plan – 2GB per month
Call connection fee (video calls)	30c
Calls to Australian fixed-line numbers	Free*
Calls to Australian mobiles (excluding national roaming calls)	Free*



Description of charge	\$AUD (including GST)
Calls to 1300 numbers	25 cents per 30 seconds (no flagfall)
Video calls to Australian mobiles	50 cents per 30 seconds or part thereof
International call rates	View international call rates
International video calls	86 cents per 30 seconds or part thereof with a 17c call connection fee
Satellite services call rates	View satellite services call rates
SMS to Australian and international mobiles	Free*
SMS to Other Service Numbers (excluding Premium Service Numbers)	Advertised rate + GST (where the advertised rate does not include GST).
SMS to Premium Service Numbers	Advertised rate + GST (where the advertised rate does not include GST).
MMS to Australian Mobiles	75 cents per message
MMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
MMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
National roaming charges	View national roaming charges
International roaming charges	For international voice roaming charges please call 13 30 61. International data roaming charges are 1.5c/kB.
Voicemail deposit	Free*
Voicemail retrieval	Free*
TransACT Contact Centre	Free*
Emergency service number	Free
1800 numbers	25 cents per 30 seconds (no flagfall)
13 service numbers	25 cents per 30 seconds (no flagfall)
Premium service numbers (egg. 1900)	Advertised rate+35%+GST (where the advertised rate does not include GST).
Directory assistance	65cents/30sec and a call connection fee of \$1.30
GPRS (data over run charges)	20c/MB, charged in 10KB blocks at 0.0195c/kB
BlackBerry (applicable to customers taking BlackBerry handsets)	\$25 per month for Unlimited BlackBerry data
SIM card replacement fee	\$24.95



Description of charge	\$AUD (including GST)
Late payment fee	\$5.50 (or \$11 effective from 28 January 2012) applies after a courtesy note for payment has been sent. The late payment fee will be applied to your account on the day after the courtesy note is mailed and will appear on a bill issued after the date of the courtesy note.
Cheque dishonour fee	\$25.00
Direct debit rejection fee	\$8.00
Re-connection of suspended service following payment of outstanding account	\$55.00
New number request fee	\$30.00 for a standard number
Early Cancellation fee	Minimum monthly fee for Premium plan multiplied by remaining months of the contract, plus any applicable monthly handset payment multiplied by remaining months of the contract Customers with Premium BlackBerry plans also need to pay \$25.00 multiplied by remaining months on contract. Customers on month-to-month Premium 39 will pay the full current month's fee and BlackBerry charge (if applicable) for the whole month if the service is cancelled.
Paper bill fee	\$1.49 per bill sent

Note: For any charges not provided above, please contact the TransACT Contact Centre on 13 30 61 to obtain correct charges before using the Service or visit our web site www.transact.com.au.

3. Important Information

All chargeable calls are charged in 30-second increments (or part thereof) unless it is stated otherwise.

For all free calls, voicemail retrieval and SMS TransACT's Acceptable Use Policy applies.

Unless stated otherwise, charges are inclusive of GST and GST rounding applies.

* All included free calls, voicemail retrieval and text messages must originate in Australia on the Vodafone network. Standard charges apply for all non included call and messaging types including 1800, 13 and 1300 numbers, video calls, premium service number calls and SMS/MMS, special text services such as voting, text while roaming, international calls, international roaming, 123 service calls, National (1223) and International (1225) Directory Assistance, Call Screen, International calls to voicemail and re-routed calls, voice calls, video calls, SMS and MMS to Pivotal network and data overrun.

Free SMS offer applies to standard personal text messages sent to personal mobiles from within Australia.

Standard text rate applies per text message up to 160 characters. SMS sent in excess of character limit will be charged as multiple messages. You will be charged for each SMS sent regardless of whether the SMS is received.

Premium plan services cannot be used for commercial purposes or for resale purposes.

Mobile handsets may be network locked. An unlocking fee may apply.

Unused data will expire at the end of each month, and does not rollover to the next month unless specified otherwise.

Once included monthly data allowance is exceeded, additional data charge applies.

Additional charges may apply for tethering.

Included data usage includes both upload and download, unless specified otherwise.

Customer's first account may include more or less than one month's access fee and usage charges, as customer's monthly access fee and data allowance are pro-rated, depending on the billing cycle customer is assigned to. The monthly access fee is charged one month in advance. Monthly fee applies even if full value is not used.

Customers using a BlackBerry handset in conjunction with a Premium mobile plan must subscribe to a BlackBerry \$25/month data plan.

Unlimited BlackBerry® data must be accessed through BlackBerry® email and browser icons and is subject to TransACT acceptable use policy. Charges apply for data accessed via other applications. Additional charges apply for some services such as video streaming. Minimum monthly fee applies even if full value is not used. All unused data is forfeited and cannot be rolled over. The BlackBerry and RIM families of related marks, images and symbols are the exclusive properties of and trade marks or registered trade marks of Research In Motion Limited.

All data charges are billed and charged in 10kB increments (or part thereof) unless it is stated otherwise.

The data included per month for all data and mobile broadband plans is a combined upload and download data transfer.

The data speeds of 3.6Mbps download and 364kbps upload are the maximum speeds achievable. The actual speeds that you will receive will depend on a number of factors such as location or mobile signal strength, the amount of network or internet traffic, and the software and hardware used to connect to the network, including your modem.

Speeds may also be slower if your data card is connected to the 2.5G network instead of the 3G network. The 3G network currently covers metropolitan areas in Sydney, Central Coast, Melbourne, Canberra, Perth, Adelaide, Brisbane, the Sunshine Coast and the Gold Coast, plus all major international airports in Australia. You will experience considerably slower speeds when switching over to the 2.5G network.

4. Third party services charges

Fees and charges for third party services accessed using the service (including voting charges and content charges) will be billed to you by those third parties or where the third party does not bill you directly, we may bill you at the rates specified by the suppliers of those third party services + surcharge + GST.

5. Air Limit

TransACT's Acceptable Use Policy Applies.

6. Content Limit

As notified from time to time.

- Mobile Broadband Zone. Slower speeds can be expected outside Vodafone's 3G Mobile Broadband Zone.
- When using data services, some internet services, including web sites and email, may not be accessible.
- All rates and charges are subject to change. TransACT will comply with relevant regulations and industry codes with respect to such changes.

TransACT mobile BlackBerry® plans - - discontinued as at 03/10/2012

1. Features of TransACT mobile BlackBerry plans

The TransACT mobile BlackBerry service offers the freedom and connectivity of an all in one mobile phone, email device, web browser and personal organiser. TransACT mobile's BlackBerry plans are available as an add-on to any TransACT mobile Premium, MutliSIM Elite, Super or mobile plan. TransACT mobile BlackBerry 15 is not available to customers on TransACT mobile Premium plans. TransACT mobile Premium plan customers must take TransACT mobile BlackBerry 25 plan.

BlackBerry handsets are only available in conjunction with a mobile, Super or Premium plan on a 24 month contract.

2. Charges

BlackBerry® plan	TransACT mobile BlackBerry 15	TransACT mobile BlackBerry 25
Monthly fee (inc GST)	\$15	\$25
BlackBerry data	5MB	Unlimited BlackBerry Data*
Overrun charges (inc GST)	\$0.044 per 20kb	NA

BlackBerry roaming charges of \$0.037/kB apply. Roaming charges are not included in the free BlackBerry data included per month. * TransACT's Acceptable Use policy applies.

3. Important Information

The BlackBerry plans can only be taken in conjunction with a TransACT Premium, MultiSIM Elite, Super or mobile plan and all terms and conditions applicable to your voice plan will continue to apply. Unlimited BlackBerry® data must be accessed through BlackBerry® email and browser icons and is subject to TransACT's Acceptable Use Policy. Charges apply for data accessed via other applications. Additional charges apply for some services such as video streaming. Minimum monthly fee applies even if full value is not used. All unused data is forfeited and cannot be rolled over. The BlackBerry and RIM families of related marks, images and symbols are the exclusive properties of and trade marks or registered trade marks of Research In Motion Limited.

TransACT mobile world caller plans - discontinued as at 03/10/2012

1. Features of TransACT mobile world caller plans

TransACT mobile's world caller service offers low cost international calls to China, Greece, Croatia, Italy, Cyprus and India. You can add the World Caller plan to any TransACT mobile plan as an add on/bolt on plan to enjoy low cost international calls to below listed countries.

2. Charges

Country	Fixed-line phone (rate per 30 seconds)	Mobile (rate per 30 seconds)
China	4.75 cents	4.75 cents
Croatia	6.5 cents	20.5 cents
Cyprus	5 cents	21.5 cents
Greece	5 cents	21.5 cents
India	8.5 cents	8.5 cents
Italy	5 cents	30 cents

Note: call rates to other countries as per the international call rates related to your call plan. Refer to International call rates listed under your call plan.

TransACT HomeMOBILE Cap plans – discontinued as at 01/09/2012

1. Features of HomeMOBILE Cap plans

TransACT mobile has Cap plans to combine your home phone and mobile under one plan.

2. Charges

	Cap69	Cap89
Included credit	\$100	\$150
Minimum monthly fee	\$69	\$89
Minimum cost on a 12-month contract (ADSL2+ network)	\$1,027	\$1,267
Minimum cost on a 12-month contract (Cable network)	\$1,127	\$1,367
Call rate (per 30 seconds)	40c	40c
Video call rate to Australian mobiles (per 30 seconds)	50c	50c
Text messages (per message of 160 characters)	25c	25c
MMS (per message)	75c	75c
Voicemail deposit	Free	Free
Voicemail retrieval (per 30 seconds)	40c	40c
Call connection fee (per call)	30c	30c

Note: HomeMOBILE Cap plans are only available to new customers who are porting from another service provider or to existing non-contracted TransACT mobile customers.

2.1 Other charges

Description of charge	\$AUD (including GST)
One-off SIM card activation fee (per SIM Card)	\$15.95
International call rates	View international call rates
International video calls	86 cents per 30 seconds or part thereof with a 17c call connection fee
Satellite services call rates	View satellite services call rates section
SMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
SMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
MMS to other service numbers (excluding premium service numbers))	Advertised rate + GST (where the advertised rate does not include GST).



Description of charge		\$AUD (including GST)
MMS to premium service numbers)		Advertised rate + GST (where the advertised rate does not include GST).
National roaming charges		View national roaming charges
International roaming charges		For international voice roaming charges please call 13 30 61. International data roaming charges are 1.5c/kB.
TransACT Contact Centre		Free
Emergency service number		Free
1800 numbers		12 cents per 30 seconds or part thereof (no call connection fee)
1300 and 13 service numbers		15 cents per 30 seconds or part thereof (no call connection fee)
Premium service numbers (eg. 1900)		Advertised rate+35%+GST (where the advertised rate does not include GST).
Directory assistance		65cents/30sec and a call connection fee of \$1.30
GPRS		30 cents per MB
SIM card replacement fee		\$24.95
Late payment fee		\$5.50 (or \$11 effective from 28 January 2012) applies after a courtesy note for payment has been sent. The late payment fee will be applied to your account on the day after the courtesy note is mailed and will appear on a bill issued after the date of the courtesy note.
Cheque dishonour fee		\$25
Direct debit rejection fee		\$8
Disconnection fee	12-month contract	<ul style="list-style-type: none"> \$300.00 Cancellation fee will be waived if the same level of services are taken up from TransACT existing suite of mobile and fixed line products under a new contract.
	24-month contract	<ul style="list-style-type: none"> \$400.00 within first 12 months \$300.00 within second 12 month period Cancellation fee will be waived if the same level of services are taken up from TransACT existing suite of mobile and fixed line products under a new contract.
Re-connection of suspended service following payment of outstanding account		\$55
New number request fee		\$30 for a standard number

Description of charge	\$AUD (including GST)
Paper bill fee	\$1.49 per bill sent

Note: For any charges not provided above, please contact the TransACT Contact Centre on 13 30 61 to obtain correct charges before using the Service or visit our web site www.transact.com.au.

3. Important Information

All call costs are charged in 30-second increments (or part thereof) unless it is stated otherwise.

Unless stated otherwise, charges are inclusive of GST and GST rounding applies.

Standard text messages exclude special text services such as voting, premium text and text while roaming. Standard text rate applies per text message up to 160 characters. SMS sent in excess of character limit will be charged as multiple messages. You will be charged for each SMS sent regardless of whether the SMS is received.

Only eligible calls made during a particular billing period is considered under the included credit for Cap plans.

Minimum monthly fee applies even if full credit value is not used. All unused credit is forfeited and cannot be rolled over. Once monthly credit is reached normal call rates apply. One or two-year contract applies; early termination of the contract will attract a disconnection fee, plus any outstanding service charges. Minimum monthly fee and the credit are calculated on pro-rata for the first billing cycle.

4. Third party services charges

Fees and charges for third party services accessed using the service (including voting charges and content charges) will be billed to you by those third parties or where the third party does not bill you directly, we may bill you at the rates specified by the suppliers of those third party services + surcharge + GST.

5. Air Limit

As notified from time to time.

6. Content Limit

As notified from time to time.

TransACT mobile CapPLUS plans – discontinued as at 20/10/2011

1. Features of TransACT mobile CapPLUS plans

TransACT mobile's range of CapPLUS plans help to keep your bill under control and includes a selected handset* at no additional cost. The handsets available to new customers under the TransACT mobile CapPLUS plans may change from time to time.

2. Charges

CapPLUS plans	Cap19	Cap29	Cap39	Cap49	Cap69	Cap89
Included credit	\$140	\$240	\$280	\$320	\$470	\$620
Minimum monthly fee	\$19	\$29	\$39	\$49	\$69	\$89
Minimum cost over 24 months	\$471.95	\$711.95	\$951.95	\$1,191.95	\$1,671.95	\$2,151.95
Call rate (per 30 seconds)	45c	45c	45c	40c	40c	40c



Video call rate to Australian mobiles (per 30 seconds)	50c	50c	50c	50c	50c	50c
Text messages (per message) (up to 160 characters)	25c	25c	25c	25c	25c	25c
MMS (per message)	75c	75c	75c	75c	75c	75c
Voicemail deposit	Free	Free	Free	Free	Free	Free
Voicemail retrieval (per 30 seconds)	45c	45c	45c	40c	40c	40c
Call connection fee (per call)	35c	35c	35c	35c	35c	35c
\$0 handset*	Yes	Yes	Yes	Yes	Yes	Yes

*Eligible handset models for each of the CapPLUS plan are as determined by TransACT and are subject to change.

Note: Current CapPLUS plans are only available to new customers who are porting from another service provider or to existing non-contracted TransACT mobile customers. TransACT mobile customers contracted prior to 31 August 2009 cannot upgrade to a current CapPLUS plan, unless the customer is out of contract. Upgrade/downgrades only available within the old Cap plans available prior to 31 August 2009.

2.1 Other charges

Description of charge	\$AUD (including GST)
One-off SIM card activation fee (per SIM card)	\$15.95
International call rates	View international call rates
International video calls	86 cents per 30 seconds or part thereof with a 17c call connection fee
Satellite services call rates	View satellite services call rates section
SMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
SMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
MMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
MMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
National roaming charges	View national roaming charges
International roaming charges	For international voice roaming charges please call 13 30 61. International data roaming charges are 1.5c/kB.
TransACT Contact Centre	Free
Emergency service number	Free



Description of charge	\$AUD (including GST)
1800 numbers	12 cents per 30 seconds or part thereof (no call connection fee)
1300 and 13 service numbers	15 cents per 30 seconds or part thereof (no call connection fee)
Premium service numbers (eg. 1900)	Advertised rate+35%+GST (where the advertised rate does not include GST).
Directory assistance	65cents/30sec and a call connection fee of \$1.30
GPRS	30 cents per MB
SIM card replacement fee	\$24.95
Late payment fee	\$5.50 applies after a courtesy note for payment has been sent. The late payment fee will be applied to your account on the day after the courtesy note is mailed and will appear on a bill issued after the date of the courtesy note.
Cheque dishonour fee	\$25
Direct debit rejection fee	\$8
Disconnection fee	Calculated by multiplying remaining months of contract by minimum monthly fee for your selected CapPLUS plan
Re-connection of suspended service following payment of outstanding account	\$55
New number request fee	\$30 for a standard number

Note: For any charges not provided above, please contact the TransACT Contact Centre on 13 30 61 to obtain correct charges before using the Service or visit our website www.transact.com.au.

3. Important Information

All call costs are charged in 30-second increments (or part thereof) unless it is stated otherwise.

Unless stated otherwise, charges are inclusive of GST and GST rounding applies.

Standard text messages exclude special text services such as voting, premium text and text while roaming. Standard text rate applies per text message up to 160 characters. SMS sent in excess of character limit will be charged as multiple messages. You will be charged for each SMS sent regardless of whether the SMS is received.

Only eligible calls made during a particular billing period are included in the included credit for CapPLUS plans.

Minimum monthly fee applies even if full credit value is not used. All unused credit is forfeited and cannot be rolled over. Once monthly credit is reached normal call rates apply. Two-year contract applies. Minimum monthly fee and the credit are calculated on pro-rata for the first billing cycle.

Early termination of the contract will attract a disconnection fee, calculated by multiplying remaining months of contract by minimum monthly fee for your selected CapPLUS plan plus any outstanding service charges.

If you have received a handset with the plan, you cannot downgrade the plan during the contract period. You can upgrade to a higher CapPLUS plan, but are not entitled to upgrade the handset during the agreed contract period.

4. Third party services charges

Fees and charges for third party services accessed using the service (including voting charges and content charges) will be billed to you by those third parties or where the third party does not bill you directly, we may bill you at the rates specified by the suppliers of those third party services + surcharge + GST.

5. Air limit

As notified from time to time.

6. Content limit

As notified from time to time.

TransACT mobile CapBONUS plans – discontinued as at 20/10/2011

1. Features of TransACT mobile CapBONUS plans

TransACT mobile CapBONUS plans include a handset and first 5 minute free calls to any TransACT fixed-line or mobile customer.

2. Charges

CapBONUS plans	Cap19	Cap29	Cap39	Cap49	Cap69	Cap89
Included credit	\$100	\$160	\$200	\$270	\$400	\$550
Minimum monthly fee	\$19	\$29	\$39	\$49	\$69	\$89
Minimum cost over 24 months	\$471.95	\$711.95	\$951.95	\$1,191.95	\$1,671.95	\$2,151.95
Call rate (per 30 seconds)	45c	45c	45c	40c	40c	40c
Video call rate to Australian mobiles (per 30 seconds)	50c	50c	50c	50c	50c	50c
Text messages (per message) (up to 160 characters)	25c	25c	25c	25c	25c	25c
MMS (per message)	75c	75c	75c	75c	75c	75c
Voicemail deposit	Free	Free	Free	Free	Free	Free
Voicemail retrieval (per 30 seconds)	45c	45c	45c	40c	40c	40c
Call connection fee (per call)	35c	35c	35c	35c	35c	35c
\$0 handset*	Yes	Yes	Yes	Yes	Yes	Yes

*Eligible handset models for each of the CapBONUS plan are as determined by TransACT and are subject to change.

Calls to TransACT fixed-line or mobile customers will be free for the first five minutes, thereafter normal call rate applicable and these calls will be billed at one second increments. TransACT acceptable use policy applies for free minutes.

Note: Current CapBONUS plans are only available to new customers who are porting from another service provider or to existing non-contracted TransACT mobile customers. TransACT mobile customers contracted prior to 31 August 2009 cannot upgrade to a current CapBONUS plan, unless the customer is out of contract. Upgrade/downgrades only available within the old Cap plans available prior to 31 August 2009.

2.1 Other charges

Description of charge	\$AUD (including GST)
One-off SIM card activation fee (per SIM card)	\$15.95
International call rates	View international call rates
International video calls	86 cents per 30 seconds or part thereof with a 17c call connection fee
Satellite services call rates	View satellite services call rates section
SMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
SMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
MMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
MMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
National roaming charges	View national roaming charges
International roaming charges	For international voice roaming charges please call 13 30 61. International data roaming charges are 1.5c/kB.
TransACT Contact Centre	Free
Emergency service number	Free
1800 numbers	12 cents per 30 seconds or part thereof (no call connection fee)
1300 and 13 service numbers	15 cents per 30 seconds or part thereof (no call connection fee)
Premium service numbers (eg. 1900)	Advertised rate+35%+GST (where the advertised rate does not include GST).
Directory assistance	65cents/30sec and a call connection fee of \$1.30
GPRS	30 cents per MB
SIM card replacement fee	\$24.95
Late payment fee	\$5.50 applies after a courtesy note for payment has been sent. The late payment fee will be applied to your account on the day after the courtesy note is mailed and will appear on a bill



Description of charge	\$AUD (including GST)
	issued after the date of the courtesy note.
Cheque dishonour fee	\$25
Direct debit rejection fee	\$8
Disconnection fee	Calculated by multiplying remaining months of contract by minimum monthly fee for your selected CapBONUS plan
Re-connection of suspended service following payment of outstanding account	\$55
New number request fee	\$30 for a standard number

Note: For any charges not provided above, please contact the TransACT Contact Centre on 13 30 61 to obtain correct charges before using the Service or visit our website www.transact.com.au.

3. Important Information

All call costs are charged in 30-second increments (or part thereof) unless it is stated otherwise.

Unless stated otherwise, charges are inclusive of GST and GST rounding applies.

Standard text messages exclude special text services such as voting, premium text and text while roaming. Standard text rate applies per text message up to 160 characters. SMS sent in excess of character limit will be charged as multiple messages. You will be charged for each SMS sent regardless of whether the SMS is received.

Only eligible calls made during a particular billing period are included in the included credit for CapBONUS plans.

Minimum monthly fee applies even if full credit value is not used. All unused credit is forfeited and cannot be rolled over. Once monthly credit is reached normal call rates apply. Two-year contract applies. Minimum monthly fee and the credit are calculated on pro-rata for the first billing cycle.

Early termination of the contract will attract a disconnection fee, calculated by multiplying remaining months of contract by minimum monthly fee for your selected CapBONUS plan plus any outstanding service charges.

If you have received a handset with the plan, you cannot downgrade the plan during the contract period. You can upgrade to a higher CapBONUS plan, but are not entitled to upgrade the handset during the agreed contract period.

4. Third party services charges

Fees and charges for third party services accessed using the service (including voting charges and content charges) will be billed to you by those third parties or where the third party does not bill you directly, we may bill you at the rates specified by the suppliers of those third party services + surcharge + GST.

5. Air limit

As notified from time to time.

6. Content limit

As notified from time to time.



TransACT mobile CapEXTRA plans – discontinued as at 20/10/2011

1. Features of TransACT mobile CapEXTRA plans

TransACT mobile CapEXTRA plans include extra call credit with a 12-month contract

2. Charges

CapEXTRA plans	Cap19	Cap29	Cap39	Cap49	Cap69	Cap89
Included credit	\$160	\$260	\$310	\$410	\$610	\$800
Minimum monthly fee	\$19	\$29	\$39	\$49	\$69	\$89
Minimum cost over 12 months	\$243.95	\$363.95	\$483.95	\$603.95	\$843.95	\$1,083.95
Call rate (per 30 seconds)	45c	45c	45c	40c	40c	40c
Video call rate to Australian mobiles (per 30 seconds)	50c	50c	50c	50c	50c	50c
Text messages (per message) (up to 160 characters)	25c	25c	25c	25c	25c	25c
MMS (per message)	75c	75c	75c	75c	75c	75c
Voicemail deposit	Free	Free	Free	Free	Free	Free
Voicemail retrieval (per 30 seconds)	45c	45c	45c	40c	40c	40c
Call connection fee (per call)	35c	35c	35c	35c	35c	35c

Note: Current CapEXTRA plans are only available to new customers who are porting from another service provider or to existing non-contracted TransACT mobile customers. TransACT mobile customers contracted prior to 31 August 2009 cannot upgrade to a current CapEXTRA plan, unless the customer is out of contract. Upgrade/downgrades only available within the old Cap plans available prior to 31 August 2009.

2.1 Other charges

Description of charge	\$AUD (including GST)
One-off SIM card activation fee (per SIM card)	\$15.95
International call rates	View international call rates
International video calls	86 cents per 30 seconds or part thereof with a 17c call connection fee
Satellite services call rates	View satellite services call rates section
SMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
SMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
MMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).



Description of charge	\$AUD (including GST)
MMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
National roaming charges	View national roaming charges
International roaming charges	For international voice roaming charges please call 13 30 61. International data roaming charges are 1.5c/kB.
TransACT Contact Centre	Free
Emergency service number	Free
1800 numbers	12 cents per 30 seconds or part thereof (no call connection fee)
1300 and 13 service numbers	15 cents per 30 seconds or part thereof (no call connection fee)
Premium service numbers (eg. 1900)	Advertised rate+35%+GST (where the advertised rate does not include GST).
Directory assistance	65cents/30sec and a call connection fee of \$1.30
GPRS	30 cents per MB
SIM card replacement fee	\$24.95
Late payment fee	\$5.50 applies after a courtesy note for payment has been sent. The late payment fee will be applied to your account on the day after the courtesy note is mailed and will appear on a bill issued after the date of the courtesy note.
Cheque dishonour fee	\$25
Direct debit rejection fee	\$8
Disconnection fee	\$200
Re-connection of suspended service following payment of outstanding account	\$55
New number request fee	\$30 for a standard number

Note: For any charges not provided above, please contact the TransACT Contact Centre on 13 30 61 to obtain correct charges before using the Service or visit our website www.transact.com.au.

3. Important Information

All call costs are charged in 30-second increments (or part thereof) unless it is stated otherwise.

Unless stated otherwise, charges are inclusive of GST and GST rounding applies.

Standard text messages exclude special text services such as voting, premium text and text while roaming. Standard text rate applies per text message up to 160 characters. SMS sent in excess of character limit will be charged as multiple messages. You will be charged for each SMS sent regardless of whether the SMS is received.

Only eligible calls made during a particular billing period are included in the included credit for CapEXTRA plans.

Minimum monthly fee applies even if full credit value is not used. All unused credit is forfeited and cannot be rolled over. Once monthly credit is reached normal call rates apply. One-year contract applies. Minimum monthly fee and the credit are calculated on pro-rata for the first billing cycle.

Early termination of the contract will attract a \$200 disconnection fee.

4. Third party services charges

Fees and charges for third party services accessed using the service (including voting charges and content charges) will be billed to you by those third parties or where the third party does not bill you directly, we may bill you at the rates specified by the suppliers of those third party services + surcharge + GST.

5. Air limit

As notified from time to time.

6. Content limit

As notified from time to time.

TransACT mobile CapFLEXI plans – discontinued as at 20/10/2011

1. Features of TransACT mobile CapFLEXI plans

TransACT mobile CapFLEXI plans do not include a fixed-term contract.

2. Charges

CapFLEXI plans	Cap19	Cap29	Cap39	Cap49	Cap69	Cap89
Included credit	\$100	\$160	\$250	\$350	\$500	\$750
Minimum monthly fee	\$19	\$29	\$39	\$49	\$69	\$89
Call rate (per 30 seconds)	45c	45c	45c	40c	40c	40c
Video call rate to Australian mobiles (per 30 seconds)	50c	50c	50c	50c	50c	50c
Text messages (per message) (up to 160 characters)	25c	25c	25c	25c	25c	25c
MMS (per message)	75c	75c	75c	75c	75c	75c
Voicemail deposit	Free	Free	Free	Free	Free	Free
Voicemail retrieval (per 30 seconds)	45c	45c	45c	40c	40c	40c
Call connection fee (per call)	35c	35c	35c	35c	35c	35c

Note: Current CapFLEXI plans are only available to new customers who are porting from another service provider or to existing non-contracted TransACT mobile customers. TransACT mobile customers contracted prior to 31 August 2009 cannot upgrade to a current CapFLEXI plan, unless the customer is out of contract. Upgrade/downgrades only available within the old Cap plans available prior to 31 August 2009.



2.1 Other charges

Description of charge	\$AUD (including GST)
One-off SIM card activation fee (per SIM card)	\$15.95
International call rates	View international call rates
International video calls	86 cents per 30 seconds or part thereof with a 17c call connection fee
Satellite services call rates	View satellite services call rates section
SMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
SMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
MMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
MMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
National roaming charges	View national roaming charges
International roaming charges	For international voice roaming charges please call 13 30 61. International data roaming charges are 1.5c/kB.
TransACT Contact Centre	Free
Emergency service number	Free
1800 numbers	12 cents per 30 seconds or part thereof (no call connection fee)
1300 and 13 service numbers	15 cents per 30 seconds or part thereof (no call connection fee)
Premium service numbers (eg. 1900)	Advertised rate+35%+GST (where the advertised rate does not include GST).
Directory assistance	65cents/30sec and a call connection fee of \$1.30
GPRS	30 cents per MB
SIM card replacement fee	\$24.95
Late payment fee	\$5.50 applies after a courtesy note for payment has been sent. The late payment fee will be applied to your account on the day after the courtesy note is mailed and will appear on a bill issued after the date of the courtesy note.
Cheque dishonour fee	\$28.00
Direct debit rejection fee	\$15.00
Disconnection fee	\$0



Description of charge	\$AUD (including GST)
Re-connection of suspended service following payment of outstanding account	\$55
New number request fee	\$30 for a standard number

Note: For any charges not provided above, please contact the TransACT Contact Centre on 13 30 61 to obtain correct charges before using the Service or visit our website www.transact.com.au.

3. Important Information

All call costs are charged in 30-second increments (or part thereof) unless it is stated otherwise.

Unless stated otherwise, charges are inclusive of GST and GST rounding applies.

Standard text messages exclude special text services such as voting, premium text and text while roaming. Standard text rate applies per text message up to 160 characters. SMS sent in excess of character limit will be charged as multiple messages. You will be charged for each SMS sent regardless of whether the SMS is received.

Only eligible calls made during a particular billing period are included in the included credit for CapFLEXI plans.

Minimum monthly fee applies even if full credit value is not used. All unused credit is forfeited and cannot be rolled over. Once monthly credit is reached normal call rates apply. Minimum monthly fee and the credit are calculated on pro-rata for the first billing cycle.

Early termination of the contract will not attract a disconnection fee.

4. Third party services charges

Fees and charges for third party services accessed using the service (including voting charges and content charges) will be billed to you by those third parties or where the third party does not bill you directly, we may bill you at the rates specified by the suppliers of those third party services + surcharge + GST.

5. Air limit

As notified from time to time.

6. Content limit

As notified from time to time.

TransACT mobile Cap plans – discontinued as of 31/08/09

1. Features of TransACT mobile Cap Plans

TransACT mobile has a choice of great Cap plans.

2. Charges (Cap plans prior to 31 August 2009)

Cap Plans	Cap19	Cap29	Cap39	Cap49	Cap69	Super Cap89
Included credit	\$100	\$160	\$200	\$310	\$450	\$600
Minimum monthly fee	\$19	\$29	\$39	\$49	\$69	\$89
Call rate (per 30 seconds)	45c	40c	40c	40c	40c	40c
Video call rate to Australian mobiles (per 30 seconds)	50c	50c	50c	50c	50c	50c



Text messages (per message) (up to 160 characters)	25c	25c	25c	25c	25c	25c
MMS (per message)	75c	75c	75c	75c	75c	75c
Voicemail deposit	Free	Free	Free	Free	Free	Free
Voicemail retrieval (per 30 seconds)	45c	40c	40c	40c	40c	40c
Call connection fee (per call)	30c	30c	30c	30c	30c	30c

Note: Current Cap plans are only available to new customers who are porting from another service provider or to existing non-contracted TransACT mobile customers. TransACT mobile customers contracted prior to 15 February 2008 cannot upgrade to a current Cap plan. Upgrade/downgrades only available within the old Cap plans that were available prior to 15 February 2008.

2.1 Other Charges

Description of Charge	AUD (including GST)
One-off SIM card activation fee (per SIM card)	\$15.95
International call rates	View International Call Rates
International video calls	86 cents per 30 seconds or part thereof with a 17c Flagfall
Satellite services call rates	View Satellite Services Call Rates section
SMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
SMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
MMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
MMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
National roaming charges	View National Roaming Charges
International roaming charges	For international voice roaming charges please call 13 30 61. International data roaming charges are 1.5c/kB.
TransACT Contact Centre	Free
Emergency service number	Free
1800 numbers	12 cents per 30 seconds or part thereof (no Flagfall Call Connection Fee)
1300 and 13 service numbers	15 cents per 30 seconds or part thereof (no Flagfall Call Connection Fee)
Premium service numbers (eg. 1900)	Advertised rate+35%+GST (where the advertised rate does not include GST).



Description of Charge		AUD (including GST)
Directory assistance		65cents/30sec and a Flagfall Call Connection Fee of \$1.30
GPRS		1.5 cent per KB
SIM card replacement fee		\$24.95
Late payment fee		\$5.50 applies after a courtesy note for payment has been sent. The late payment fee will be applied to your account on the day after the courtesy note is mailed and will appear on a bill issued after the date of the courtesy note.
Cheque dishonour fee		\$25
Direct debit rejection fee		\$8
Disconnection fee	For Cap plans where a SIM card only has been provided	Within the 1 st twelve months: \$ 400.00 Within the 2 nd twelve months: \$ 200.00
	For Cap plans where a free handset is provided	Calculated by multiplying remaining months of contract by minimum monthly fee for your selected Cap plan
Re-connection of suspended service following payment of outstanding account		\$55
New number request fee		\$30 for a standard number

Note: For any charges not provided above, please contact the TransACT Contact Centre on 13 30 61 to obtain correct charges before using the Service or visit our web site www.transact.com.au.

2.2 Charges (Cap plans - prior to 15 February 2008)

Cap plans	Cap19	Cap29	Cap39	Cap49	Cap69	Cap89
Included credit	\$60	\$100	\$150	\$230	\$350	\$560
Minimum monthly fee	\$19	\$29	\$39	\$49	\$69	\$89
Call rate (per 30 seconds)	40c	40c	35c	35c	35c	35c
Video call rate to Australian mobiles (per 30 seconds)	50c	50c	50c	50c	50c	50c
Text messages (per message) (up to 160 characters)	25c	25c	25c	25c	25c	25c
MMS (per message)	75c	75c	75c	75c	75c	75c
Voicemail deposit	Free	Free	Free	Free	Free	Free



Voicemail retrieval (per 30 seconds)	40c	40c	35c	35c	35c	35c
Call connection fee (per call)	30c	30c	30c	30c	30c	30c

3. Important Information

All call costs are charged in 30-second increments (or part thereof) unless it is stated otherwise.

Unless stated otherwise, charges are inclusive of GST and GST rounding applies.

Standard text messages exclude special text services such as voting, premium text and text while roaming. Standard text rate applies per text message up to 160 characters. SMS sent in excess of character limit will be charged as multiple messages. You will be charged for each SMS sent regardless of whether the SMS is received.

Only eligible calls made during a particular billing period is considered under the included credit for Cap plans.

Minimum monthly fee applies even if full credit value is not used. All unused credit is forfeited and cannot be rolled over. Once monthly credit is reached normal call rates apply. Two-year contract applies; early termination of the contract will attract a disconnection fee, plus any outstanding service charges. Minimum monthly fee and the credit are calculated on pro-rata for the first billing cycle.

4. Third party services charges

Fees and charges for third party services accessed using the service (including voting charges and content charges) will be billed to you by those third parties or where the third party does not bill you directly, we may bill you at the rates specified by the suppliers of those third party services + surcharge + GST.

5. Air Limit

As notified from time to time.

6. Content Limit

As notified from time to time.

TransACT mobile Cap PLUS plans – discontinued as of 31/08/09

1. Features of TransACT mobile CapPLUS plans

TransACT mobile's CapPLUS plans includes a selected handset* at no additional cost. The handsets available to new customers under the TransACT mobile CapPLUS plans are subject to change.

2. Charges

CapPLUS plans	Cap19	Cap29	Cap39	Cap49	Cap69
Included credit	\$39	\$49	\$59	\$69	\$89
Minimum monthly fee	\$19	\$29	\$39	\$49	\$69
Call rate (per 30 seconds)	40c	40c	35c	35c	35c
Video call rate to Australian mobiles (per 30 seconds)	50c	50c	50c	50c	50c
Text messages (per message) (up to 160)	25c	25c	25c	25c	25c



characters)					
MMS (per message)	75c	75c	75c	75c	75c
Voicemail deposit	Free	Free	Free	Free	Free
Voicemail retrieval (per 30 seconds)	40c	40c	35c	35c	35c
Call connection fee (per call)	30c	30c	30c	30c	30c
Free handset*	Yes	Yes	Yes	Yes	Yes

*Eligible handset models for each of the CapPLUS plans are as determined by TransACT and subject to change.

2.1 Other charges

Description of charge	\$AUD (including GST)
One-off SIM card activation fee (per SIM card)	\$15.95
International call rates	View International Call Rates
International video calls	86 cents per 30 seconds or part thereof with a 17c call connection fee
Satellite services call rates	View Satellite Services Call Rates section
SMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
SMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
MMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
MMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
National roaming charges	View National Roaming Charges
International roaming charges	For international voice roaming charges please call 13 30 61. International data roaming charges are 1.5c/kB.
TransACT Contact Centre	Free
Emergency service number	Free
1800 numbers	12 cents per 30 seconds or part thereof (no call connection fee)
1300 and 13 service numbers	15 cents per 30 seconds or part thereof (no call connection fee)
Premium service numbers (eg. 1900)	Advertised rate+35%+GST (where the advertised rate does not include GST).
Directory assistance	65cents/30sec and a call connection fee of



Description of charge	\$AUD (including GST)
	\$1.30
GPRS	1.5 cent per KB
SIM card replacement fee	\$24.95
Late payment fee	\$5.50 applies after a courtesy note for payment has been sent. The late payment fee will be applied to your account on the day after the courtesy note is mailed and will appear on a bill issued after the date of the courtesy note.
Cheque dishonour fee	\$25
Direct debit rejection fee	\$8
Disconnection fee	Calculated by multiplying remaining months of contract by minimum monthly fee for your selected CapPLUS plan
Re-connection of suspended service following payment of outstanding account	\$55
New number request fee	\$30 for a standard number

Note: For any charges not provided above, please contact the TransACT Contact Centre on 13 30 61 to obtain correct charges before using the Service or visit our web site www.transact.com.au.

3. Important Information

All call costs are charged in 30-second increments (or part thereof) unless it is stated otherwise.

Unless stated otherwise, charges are inclusive of GST and GST rounding applies.

Standard text messages exclude special text services such as voting, premium text and text while roaming. Standard text rate applies per text message up to 160 characters. SMS sent in excess of character limit will be charged as multiple messages. You will be charged for each SMS sent regardless of whether the SMS is received.

Only eligible calls made during a particular billing period are included in the included credit for CapPLUS plans.

Minimum monthly fee applies even if full credit value is not used. All unused credit is forfeited and cannot be rolled over. Once monthly credit is reached normal call rates apply. Two-year contract applies. Minimum monthly fee and credit are calculated on pro-rata for the first billing cycle.

Early termination of the contract will attract a disconnection fee, calculated by multiplying remaining months of contract by minimum monthly fee for your selected CapPLUS plan plus any outstanding service charges.

If you have received a handset with the plan, you cannot downgrade the plan during the contract period. You can upgrade to a higher CapPLUS plan, but are not entitled to upgrade the handset during the agreed contract period.

4. Third party services charges

Fees and charges for third party services accessed using the service (including voting charges and content charges) will be billed to you by those third parties or where the third party does not bill you

directly, we may bill you at the rates specified by the suppliers of those third party services +surcharge + GST.

5. Air Limit

As notified from time to time.

6. Content Limit

As notified from time to time.

TransACT mobile SuperCap plans (Business) – discontinued as of 17/06/2010

1. Features of TransACT mobile SuperCap plans

TransACT mobile has a great range of SuperCap plans specifically designed for businesses.

2. Charges

Cap Plans	Super Cap190	Super Cap360	Super Cap600	Super Cap800
Included credit	\$700	\$1,400	\$2,600	3,400
Minimum monthly fee	\$190	\$360	\$600	\$800
Minimum cost over 24 months	\$4,575.95	\$8,655.95	\$14,415.95	\$19,215.95
Minimum cost over 12 months	\$2,295.95	\$4,335.95	\$7,215.95	\$9,515.95
Call rate (per 30 seconds)	30c	30c	30c	30c
Intra-account calls	Free	Free	Free	Free
Video calls to Australian mobiles (per 30 seconds)	50c	50c	50c	50c
Text messages (per message) (up to 160 characters)	25c	25c	25c	25c
MMS (per message)	75c	75c	75c	75c
Voicemail deposit	Free	Free	Free	Free
Voicemail retrieval (per 30 seconds)	Free	Free	Free	Free
Call connection fee (per call)	25c	25c	25c	25c
Maximum SIM cards	4	8	16	25
Handset credit upto (12-month contract)	\$500	\$900	\$1,400	\$1,800
Handset credit upto (24-month contract)	\$1,100	\$2,100	\$3,500	\$4,000



Note: Current SuperCap plans are only available to new customers who are porting from another service provider or to existing non-contracted TransACT mobile customers. TransACT mobile customers contracted prior to 17 June 2010 cannot upgrade to a current SuperCap plan. Upgrade/downgrades only available within the old SuperCap plans that were available prior to 17 June 2010.

2.1 Other charges

Description of charge	\$AUD (including GST)
One-off SIM card activation fee (per SIM card)	\$15.95
International call rates	View international call rates
International video calls	86 cents per 30 seconds or part thereof with a 17c call connection fee
Satellite services call rates	View satellite services call rates section
SMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
SMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
MMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
MMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
National roaming charges	View national roaming charges
International roaming charges	For international voice roaming charges please call 13 30 61. International data roaming charges are 1.5c/kB.
TransACT Contact Centre	Free
Emergency service number	Free
1800 numbers	12 cents per 30 seconds or part thereof (no call connection fee)
1300 and 13 service numbers	15 cents per 30 seconds or part thereof (no call connection fee)
Premium service numbers (eg. 1900)	Advertised rate+35%+GST (where the advertised rate does not include GST).
Directory Assistance	65cents/30sec and a call connection fee of \$1.30
GPRS	1.5 cent per KB
SIM card replacement fee	\$24.95
Late payment fee	\$5.50 applies after a courtesy note for payment has been sent. The late payment fee will be applied to your account on the day after the courtesy note is mailed and will appear on a bill



Description of charge	\$AUD (including GST)
	issued after the date of the courtesy note.
Cheque dishonour fee	\$25
Direct debit rejection fee	\$8
Disconnection fee (12-month contract)	SuperCap190 - \$500 SuperCap360 - \$1,400 SuperCap600 - \$2,600 SuperCap800 - \$3,400
Disconnection fee (24 -month contract)	SuperCap190 - \$1,100 SuperCap360 - \$2,100 SuperCap600 - \$3,500 SuperCap800 - \$4,000
Re-connection of suspended service following payment of outstanding account	\$55
New number request fee	\$30 for a Standard Number

Note: For any charges not provided above, please contact the TransACT Contact Centre on 13 30 61 to obtain correct charges before using the Service or visit our web site www.transact.com.au.

3. Important Information

All call costs are charged in 30-second increments (or part thereof) unless it is stated otherwise.

Unless stated otherwise, charges are inclusive of GST and GST rounding applies.

For all intra-account calls TransACT's Acceptable Use Policy applies.

Standard text messages exclude special text services such as voting, premium text and text while roaming. Standard text rate applies per text message up to 160 characters. SMS sent in excess of character limit will be charged as multiple messages. You will be charged for each SMS sent regardless of whether the SMS is received.

Included credit for SuperCap plans are given only on eligible calls during a billing period.

Minimum monthly fee applies even if full credit value is not used. All unused credit is forfeited and cannot be rolled over. Once monthly credit is reached normal call rates apply. Minimum monthly fee and credit are calculated on pro-rata for the first billing cycle.

TransACT mobile SuperCap plans are only available to business customers with a valid CAN/ABN.

To receive handset credit a twelve (12) or twenty four (24) month contract will apply. Early termination of the contract will attract a disconnection fee, plus any outstanding service charges.

The handset credit cannot be redeemed for cash and only be used to purchase handsets from TransACT. It cannot be redeemed as a credit against your call costs with TransACT. The handset credit is available with the specified range of handsets available at the point of purchase. The handset credit must be used at the time of entering into the contract and cannot be used later. The maximum number of handsets that can be purchased using the handset credit is limited to the total number of SIM connections taken with the eligible SuperCap plan.

4. Third party services charges

Fees and charges for third party services accessed using the service (including voting charges and content charges) will be billed to you by those third parties or where the third party does not bill you directly, we may bill you at the rates specified by the suppliers of those third party services +surcharge + GST.

5. Air Limit

As notified from time to time.

6. Content Limit

As notified from time to time.

TransACT mobile SuperCap plans (Business) - discontinued as of 15/02/09

1. Features of TransACT mobile SuperCap plans

TransACT mobile has a great range of SuperCap plans specifically designed for businesses.

2.1 Charges (SuperCap plans prior to 15 February 2008)

Cap Plans	Super Cap 89	Super Cap 119	Super Cap 159	Super Cap 189	Super Cap 359	Super Cap 599	Super Cap 899
Included Value	\$560	\$700	\$1,000	\$800	\$1500	\$2600	\$4000
Minimum Monthly Spend	\$89	\$119	\$159	\$189	\$359	\$599	\$899
Call rate (per 30 seconds)	35c	35c	35c	30c	30c	30c	30c
Intra-Account Calls	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Video Call rate to Australian Mobiles (per 30 seconds)	50c	50c	50c	50c	50c	50c	50c
Text messages (per message of 160 characters)	25c	25c	25c	25c	25c	25c	25c
MMS (per message)	75c	75c	75c	75c	75c	75c	75c
Voice Mail Deposit	Free	Free	Free	Free	Free	Free	Free
Voice Mail Retrieval (per 30 seconds)	35c	35c	35c	30c	30c	30c	30c
Flagfall (per call)	30c	30c	30c	25c	25c	25c	25c
Maximum SIM Cards	1	1	1	4	8	16	25
Handset Credit up to (12 month)	\$0	\$0	\$0	\$0	\$0	\$0	\$0



Cap Plans	Super Cap 89	Super Cap 119	Super Cap 159	Super Cap 189	Super Cap 359	Super Cap 599	Super Cap 899
Contract)							
Handset Credit up to (24 month Contract)	\$0	\$0	\$0	\$0	\$0	\$0	\$0

2.2 Other charges

Description of charge	\$AUD (including GST)
One-off SIM card activation fee (per SIM card)	\$15.95
International call rates	View international call rates
International video calls	86 cents per 30 seconds or part thereof with a 17c call connection fee
Satellite services call rates	View satellite services call rates section
SMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
SMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
MMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
MMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
National roaming charges	View national roaming charges
International roaming charges	For international voice roaming charges please call 13 30 61. International data roaming charges are 1.5c/kB.
TransACT Contact Centre	Free
Emergency service number	Free
1800 numbers	12 cents per 30 seconds or part thereof (no call connection fee)
1300 and 13 service numbers	15 cents per 30 seconds or part thereof (no call connection fee)
Premium service numbers (eg. 1900)	Advertised rate+35%+GST (where the advertised rate does not include GST).
Directory Assistance	65cents/30sec and a call connection fee of \$1.30
GPRS	1.5 cent per KB
SIM card replacement fee	\$24.95
Late payment fee	\$5.50 applies after a courtesy note for payment has been sent. The late payment fee will be



Description of charge	\$AUD (including GST)
	applied to your account on the day after the courtesy note is mailed and will appear on a bill issued after the date of the courtesy note.
Cheque dishonour fee	\$25
Direct debit rejection fee	\$8
Disconnection fee (12-month contract)	SuperCap190 - \$500 SuperCap360 - \$1,400 SuperCap600 - \$2,600 SuperCap800 - \$3,400
Disconnection fee (24 -month contract)	SuperCap190 - \$1,100 SuperCap360 - \$2,100 SuperCap600 - \$3,500 SuperCap800 - \$4,000
Re-connection of suspended service following payment of outstanding account	\$55
New number request fee	\$30 for a Standard Number

Note: For any charges not provided above, please contact the TransACT Contact Centre on 13 30 61 to obtain correct charges before using the Service or visit our web site www.transact.com.au.

3. Important Information

All call costs are charged in 30-second increments (or part thereof) unless it is stated otherwise.

Unless stated otherwise, charges are inclusive of GST and GST rounding applies.

For all intra-account calls TransACT's Acceptable Use Policy applies.

Standard text messages exclude special text services such as voting, premium text and text while roaming. Standard text rate applies per text message up to 160 characters. SMS sent in excess of character limit will be charged as multiple messages. You will be charged for each SMS sent regardless of whether the SMS is received.

Included credit for SuperCap plans are given only on eligible calls during a billing period.

Minimum monthly fee applies even if full credit value is not used. All unused credit is forfeited and cannot be rolled over. Once monthly credit is reached normal call rates apply. Minimum monthly fee and credit are calculated on pro-rata for the first billing cycle.

TransACT mobile SuperCap plans are only available to business customers with a valid CAN/ABN.

To receive handset credit a twelve (12) or twenty four (24) month contract will apply. Early termination of the contract will attract a disconnection fee, plus any outstanding service charges.

The handset credit cannot be redeemed for cash and only be used to purchase handsets from TransACT. It cannot be redeemed as a credit against your call costs with TransACT. The handset credit is available with the specified range of handsets available at the point of purchase. The handset credit must be used at the time of entering into the contract and cannot be used later. The

maximum number of handsets that can be purchased using the handset credit is limited to the total number of SIM connections taken with the eligible SuperCap plan.

4. Third party services charges

Fees and charges for third party services accessed using the service (including voting charges and content charges) will be billed to you by those third parties or where the third party does not bill you directly, we may bill you at the rates specified by the suppliers of those third party services +surcharge + GST.

5. Air Limit

As notified from time to time.

6. Content Limit

As notified from time to time.

TransACT mobile broadband plans – discontinued as of 26/02/09

1. Features of TransACT mobile broadband plans

Mobile broadband plans are used in conjunction with a USB internet stick and data card which can be purchased from TransACT.

2. Charges (Mobile broadband plans prior to 26 February 2009)

Mobile broadband plan	Included data (MB)	Monthly fee (inc GST)	Overrun charges (inc GST)
DP 200	200	\$12	20c per MB, charged at 10kb increments
DP 1GB	1024	\$29	
DP 2GB	2048	\$49	
DP 5GB	5120	\$69	

Note: roaming charges are excluded from the data included per month. Roaming data will be charged at 1.5c/kB.

TransACT mobile broadband plans – discontinued as of 15/10/2010

1. Features of TransACT mobile broadband plans

Mobile broadband plans are used in conjunction with a USB internet stick and data card which can be purchased from TransACT.

2. Charges (Mobile broadband plans prior to 15 October 2010)

Mobile broadband plan	Included data (MB)	Monthly fee (inc GST)	Minimum cost over 24 months	Overrun charges (inc GST)
DP 200	200	\$12	\$303.95	15c per MB, charged at 10kb increments
DP 1GB	1024	\$19	\$471.95	
DP 2GB	2048	\$29	\$711.95	
DP 5GB	5120	\$39	\$951.95	

Note: roaming charges are excluded from the data included per month. Roaming data will be charged at 1.5c/kB.

A 24 month contract period applies to mobile broadband plans. Early termination of the contract will incur cancellation fees as follows:

- If the contract is cancelled within the 1st 12 months of the contract period - \$400
- If the contract is cancelled within the 2nd 12 months of the contract period - \$200

TransACT mobile USB internet stick instalments rentals

1. Features of TransACT mobile USB internet stick rental plans

The TransACT mobile internet stick rental option allows you purchase a Huawei K3715 USB internet stick from TransACT and pay it off in monthly instalments over a 24-month contract period.

2. Charges

Internet sticks purchased on a rental basis will be charged 24 equal monthly instalments of \$5.00.

3. Important Information

The Consumer Credit Code does not apply to the internet stick rental plans. Therefore you will not have the protection and rights that apply to agreements regulated by the Consumer Credit Code.

You may consider obtaining independent legal advice on this agreement before you sign the application form.

The TransACT mobile internet stick rental plan is only available to customers who sign up to a 24-month contract on a TransACT mobile broadband plan. If you terminate the contract within the contract period you will be liable for any remaining outstanding rental instalments owing under your plan for the remainder of the contract period (in addition to all other remaining service charges).

Internet stick rental instalments are in addition to the monthly access fee for your selected mobile broadband plan.

TransACT mobile data plans – discontinued as of 06/01/10

1. Features of TransACT mobile data plan

The TransACT mobile data service offers the freedom and connectivity to internet using a mobile phone. TransACT mobile's add-on data Plans are only available as an add-on to any TransACT mobile Cap Plan.

2. Charges

Data plan	Included data (MB)	Monthly fee (inc GST)	Overrun charges (inc GST)
DB100	100	\$10	20c per MB, charged at 10kb increments
DB500	500	\$25	

Note: roaming charges are excluded from the data included per month. Roaming data will be charged at 1.5c/kB.

TransACT mobile BlackBerry® plans – discontinued as of 17/06/10

1. Features of TransACT mobile BlackBerry plans

The TransACT mobile BlackBerry service offers the freedom and connectivity of an all in one mobile phone, email device, web browser and personal organiser. TransACT mobile's BlackBerry plans are available as an add-on to any TransACT mobile MutliSIM Elite, SuperCap or Cap plan.

BlackBerry handsets are only available in conjunction with a CapPLUS or CapBONUS plan on a 24 month contract.

2. Charges

BlackBerry® plan	TransACT mobile BlackBerry 30	TransACT mobile BlackBerry 45
Monthly fee (inc GST)	\$30	\$45
BlackBerry data	1MB	10MB
BlackBerry Pearl 8120	\$10 per month with a CapPLUS or CapBONUS plan over 24 months (Total cost \$240)	NA
BlackBerry Bold 9000	\$15 per month with a CapPLUS or CapBONUS plan over 24 months (Total cost \$360)	\$10 per month with a CapPLUS or CapBONUS plan over 24 months (Total cost \$240)
Overrun charges (inc GST)	\$0.088 per 20kb	\$0.088 per 20kb

BlackBerry roaming charges of \$0.037/kB apply. Roaming charges are not included in the free BlackBerry data included per month.

3. Important Information

The BlackBerry plans can only be taken in conjunction with a TransACT MultiSIM Elite, SuperCap or Cap plan and all terms and conditions applicable to your voice plan will continue to apply.

Any BlackBerry handsets offered with BlackBerry plans are governed by following terms and conditions;

- requires a MultiSIM Elite, SuperCap or Cap plan
- No available with shared SuperCap plans
- 2 year contract applies on the BlackBerry plan when a handset is taken as part of a CapPLUS or CapBONUS plan
- Early termination fee is calculated as follows;
 - BlackBerry data plan only: applicable MultiSIM Elite, SuperCap or Cap plan cancellation fees apply
 - with BlackBerry handset: cancellation fees are \$200 + remainder of the handset rental in addition to the MultiSIM Elite, SuperCap or Cap plan cancellation fee.

TransACT mobile broadband plans (discontinued 02 03 2012)

1. Features of TransACT mobile broadband plans

Mobile broadband plans are used in conjunction with a USB internet stick and data card, or a computer tablet that accepts a SIM card to support data services.

2. Charges

Data plan	Included data (MB)	Monthly fee (inc GST)	Internet stick (month-month contract)	Internet stick (12-month contract)
DP 1GB	1024	\$15	\$45	\$4/month
DP 3GB	3072	\$29	\$45	FREE
DP 6GB	6144	\$39	\$45	FREE
DP 9GB	9216	\$49	\$45	FREE

Important information



- Excess data is charged at 5c/MB at 10kb increments. Roaming charges are not included in the data allowance and is charged at 1.5c/kB.
- 24 months contract applies for mobile broadband plans that include a tablet. Cancellation fee for 24 months contract will be (Monthly Data plan fee + Monthly Tablet fee) x Number of remaining months.
- Customers will not be charged a cancellation fee when cancelling a mobile broadband plan on a month-to-month contract but a \$200 cancellation fee will apply to 12-month contracts.
- Monthly fee and included data is calculated pro rata basis during the first billing cycle.
- The Consumer Credit Code does not apply to the internet stick rental plans. Therefore you will not have the protection and rights that apply to agreements regulated by the Consumer Credit Code. **You may consider obtaining independent legal advice on this agreement before you sign the application form.**

On mobile broadband plans, use of the SIM card for any service other than data service will be charged at following rates.

Call type	Rate
Call rate (per 30 seconds)	45c
Video call rate to Australian mobiles (per 30 seconds)	50c
Text messages (per message of 160 characters)	25c
MMS (per message)	75c
Voicemail deposit	Free
Voicemail retrieval (per 30 seconds)	45c
Call connection fee (per call)	30c

2.1 Other Charges

Description of charge	\$AUD (including GST)
One-off SIM card activation fee (per SIM card)	\$15.95 (not applicable on mobile broadband plans sold after 15 Oct 2010)
International call rates	View international call rates
International video calls	86 cents per 30 seconds or part thereof with a 17c call connection fee
Satellite services call rates	View satellite services call rates section
SMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
SMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
MMS to other service numbers (excluding premium service numbers)	Advertised rate + GST (where the advertised rate does not include GST).
MMS to premium service numbers	Advertised rate + GST (where the advertised rate does not include GST).
National roaming charges	View national roaming charges



Description of charge	\$AUD (including GST)
International roaming charges	For international voice roaming charges please call 13 30 61. International data roaming charges are 1.5c/kB.
TransACT Contact Centre	Free
Emergency service number	Free
1800 numbers	12 cents per 30 seconds or part thereof (no call connection fee)
1300 and 13 service numbers	15 cents per 30 seconds or part thereof (no call connection fee)
Premium service numbers (eg. 1900)	Advertised rate+35%+GST (where the advertised rate does not include GST).
Directory assistance	65cents/30sec and a call connection fee of \$1.30
SIM card replacement fee	\$24.95
Late payment fee	\$5.50 (or \$11 effective from 28 January 2012) applies after a courtesy note for payment has been sent. The late payment fee will be applied to your account on the day after the courtesy note is mailed and will appear on a bill issued after the date of the courtesy note.
Cheque dishonour fee	\$25
Direct debit rejection fee	\$8
Re-connection of suspended service following payment of outstanding account	\$55
New number request fee	\$30 for a standard number

Note: For any charges not detailed above, please contact the TransACT Contact Centre on 13 30 61 to obtain correct charges before using the Service or visit our web site www.transact.com.au.

3. Important Information

All data charges are billed and charged in 10kb increments (or part thereof) unless it is stated otherwise.

The data included per month for all data and mobile broadband plans is a combined upload and download data transfer.

The data speeds of 3.6Mbps download and 364kbps upload are the maximum speeds achievable. The actual speeds that you will receive will depend on a number of factors such as location or mobile signal strength, the amount of network or internet traffic, and the software and hardware used to connect to the network, including your modem.

Speeds may also be slower if your data card is connected to the 2.5G network instead of the 3G network. The 3G network currently covers metropolitan areas in Sydney, Central Coast, Melbourne, Canberra, Perth, Adelaide, Brisbane, the Sunshine Coast and the Gold Coast, plus all major international airports in Australia. You will experience considerably slower speeds when switching over to the 2.5G network.

The monthly fee payable under the data and mobile broadband plans applies even if full included data value is not used. All unused included data is forfeited and cannot be rolled over. Once monthly included data is reached normal data rates apply. Minimum monthly fee and the included data are calculated on pro-rata for the first billing cycle.

Unless stated otherwise, all charges are inclusive of GST and GST rounding applies.

42. Glossary

Those capitalised words have the following meaning:

Australian Mobiles	means a valid mobile phone number connected to an Australian telecommunications service provider.
Billing Period	means the period in which you are billed by us for the Service. You will have 12 billing periods per year unless we advise otherwise.
Bill Media	means the way a Bill is delivered and its format.
Cap Plan	means service involving minimum monthly fee paid to use the included value during billing period
Cap PLUS Plan	means service involving minimum monthly fee paid to use the Included Value during the Billing Period and including a Handset from a selected range at no additional cost
Credit	means Included Value under a particular Cap Plan
Data Card	means the USB data card provided by TransACT to you in conjunction with a Data Plan.
Data Card Rental Instalment	means the monthly rental instalment payable for the purchase of a Data Card from TransACT.
Data Plans	Means service involving minimum monthly fee paid to use the included data. Two types of data plans available: <ol style="list-style-type: none"> 1. Add-on data plans, which can only be taken with an eligible Cap Plan; and 2. Mobile Broadband plans, which can be used for mobile broadband access in conjunction with any mobile compatible mobile plan. Stand alone plans require a Data Card.
Disconnection Fee	means the fee charged for early termination of a Cap Plan contract, as set out under TransACT mobile Cap Plans, sections 2.1 - Other Charges.
Electronic Billing	means customers bills will be sent out to electronically to the email address details in their application form.



Eligible Calls	means voice calls to Australian Fixed and Mobile Numbers, Video Calls to Australian Mobiles, SMS to Australian Mobiles, Voice Mail Calls and GPRS that originate in Australia but excluding Third Party Services.
Fixed Call	means a call to a Fixed Number within Australia.
Fixed Number	means a landline number connected to an Australian telecommunications service provider.
Flagfall Call Connection Fee	means one charge applied to calls you make in addition to what you pay for the duration of the call.
GPRS	means general packet radio service offered on the 2.5G or 3G mobile network.
Handset	means the mobile handset provided by TransACT to you in accordance with clause 16.
Handset Rental Instalment	means the monthly rental instalment payable for the purchase of a Handset from TransACT.
Included Value	means the free call limit or Credit under a particular Cap Plan
Included Data Allowance	means the combined upload and download data allowance under a particular Data Plan.
International Call Rates	means those rates for calls to destinations outside of Australia.
International Roaming	means a service where your mobile phone can be used outside Australia and where we have a roaming service agreement with operators in the relevant country.
International Video Calls	means making a video call while in Australia from compatible handset to a another compatible handset which has a International Mobile Number
Intra-Account Calls	means calls made between the mobiles attached to MultiSIM Elite plan
MMS	means a multimedia messaging service which is a message system allowing the sending of still and video colour images, graphics, audio files and text via a mobile network.
Mobile Call	means a call to an Australian Mobile made within the coverage zone of the TransACT Network.
National Roaming	means a service where your phone can be used to make a call outside the coverage zone of the TransACT Network using the Telstra Network.
Other Service Numbers	means numbers that are not numbers for Australian Mobiles, but which include Premium Service Numbers.
Premium Service Numbers	means a number that is designated by the Australian Communications and Media Authority as a premium rate service number.
Satellite Services Call Rates	means those rates for calls made using satellite services.



Service	means the service supplied by TransACT to a TransACT Mobile Customer.
SIM Card	means the subscriber identity module card owned by TransACT and provided to TransACT Mobile Customers.
SMS	means short message service that allows sending of text-based messages consisting of a maximum of 160 characters including spaces.
Special Number	means any mobile number that we allocate to you to access the Service in response to a request by you for that specific mobile number.
Standard Number	means any mobile number that we allocate to you to access the Service and excludes a Special Number.
Surcharge	means thirty five percent (35%).
Third Party Services	means the services provided by third parties to you.
TransACT Fixed Customers	means those customers who have an agreement with TransACT for fixed line telephony services.
TransACT Mobile Customers	means those customers who have an agreement with TransACT for mobile telephony services.
TransACT Network	means the telecommunications network we use to provide the Service to you and the coverage zone of which is set out on our website.
Video Calls	means making a video call from compatible handset to another compatible Handset within the 3G coverage zone
Video Calls to Australian Mobiles	means making a video call while in Australia from compatible handset to another compatible handset which has a Australian mobile number
Voice Mail Call	means calls depositing messages in or retrieving messages from the TransACT voice mail system.
3G/UMTS	means wideband CDMA which operates at a higher frequency than the digital GSM cellular mobile network and offer Video Calls and faster data Speeds.