



Standard Form of Agreement:
Mobile Service Description

1. General

- 1.1. The Standard Form Of Agreement: Mobile Service Description (SFOA: Mobile Service Description) is between you and MIBroadband Pty Ltd (ABN 70 080 250 371), trading as “Engin” and referred to in this agreement as “Engin”, “we”, “us”, “our”.
- 1.2. This is the Service Description for the Engin Mobile Service
- 1.3. You are not required to sign the SFOA, you agree to the terms of the SFOA by the act of buying a service from us.
- 1.4. Your agreement with us for the supply of services consists of:
 - 1.4.1. Your application;
 - 1.4.2. The Standard Form of Agreement - General Terms, which applies to all services and to all customers;
 - 1.4.3. The Standard Form of Agreement - Service Descriptions, which sets out the terms of use for specific services;
 - 1.4.4. The Standard Form of Agreement – Mobile pricing schedules, which sets out the pricing and charges for current and non-current services and other charges associated with use of the service(s);
 - 1.4.5. The Standard Form of Agreement – Fair Use Policy which applies to some services
- 1.5. If there is an inconsistency between any of the items in 1.3, the order of precedence will be your application, SFOA-General Terms, SFOA – Service descriptions, SFOA – Standard Pricing schedules.
- 1.6. This agreement starts when we accept your application
- 1.7. You agree it is your responsibility to ensure that any person you allow to use the service complies with this agreement as if they were you.
- 1.8. Fees and charges for the Engin Mobile Service can be found in the Mobile pricing schedules (these schedules form part of your agreement with us)
- 1.9. Headings are for convenience only and do not affect the interpretation of this agreement

2. Where to find the SFOA and how to contact us

- 2.1. You can contact us by phone by calling 1300 305 000, our hours of operation can be found on our website at www.engin.com.au
- 2.2. If you are calling from overseas you can call us +612 8985 5906
- 2.3. You can obtain a full copy of the SFOA or the summary SFOA by:
 - 2.3.1. Visiting the engin website at www.engin.com.au and downloading it;
 - 2.3.2. Calling us on 1300 305 000 and requesting a copy be sent to you;
 - 2.3.3. Emailing us at feedback@engin.com.au and requesting a copy be sent to you
- 2.4. If you have a disability that impedes your ability to read these documents, you can contact us on 1300 305 300 for assistance or you can contact the National Relay Service on 133 677
- 2.5. If you have difficulty understanding or reading English you can contact us on 1300 305 000 for assistance or you can contact the Translating and Interpreting Service on 131 450

3. The Service

- 3.1. The service allows you to:
 - 3.1.1. make calls from and receive calls to your mobile phone,
 - 3.1.2. send content from and receive content to your mobile phone, and
 - 3.1.3. use a range of value added service features
- 3.2. We do not activate all value added service features when you connect to the service. Access to value added service features may require specific equipment. You can contact us to activate or de-activate value added services.

4. Coverage

- 4.1. The service is not available in all areas of Australia. You may obtain coverage maps showing where the service is available in Australia from us or from our website.
- 4.2. In areas that the service is available, we do not to guarantee that:
 - 4.2.1. the service is available in each place within an area where there is coverage,
 - 4.2.2. 'drop-outs' will not occur during a call, and
 - 4.2.3. there will be no congestion on the network.
- 4.3. Certain value added service features are only available in specific network coverage areas. You can contact us to discuss the availability of value added service in certain areas

- 4.4. Roaming is the ability to use the network of overseas mobile carriers when travelling overseas. Roaming is not available in all countries or in all areas of those countries. The countries where roaming is available may change. You can obtain information on where roaming is available from us or from our website.
- 4.5. We cannot guarantee that calls to '13' prefix numbers will be diverted to the nearest location for that '13' prefix number.

5. Use of the service

- 5.1. In addition to other obligation you have under this Service Description and the SFOA General Terms, you must not:
 - 5.1.1. make or receive calls or send or receive content on the network other than for your own personal or business use
 - 5.1.2. wholesale any service (including transit, refile or aggregate domestic or international traffic) on the network, or
 - 5.1.3. use the service (including any Engin SIM card) in connection with a device that switches or reroutes calls to or from the network or the network of any supplier
 - 5.1.4. If you breach clause 5.1 above, we may, in addition to and without limiting our other rights under the agreement, immediately suspend or cancel the service by giving you notice.
 - 5.1.5. Change of ownership is permitted during the minimum term as long as the new applicant meets our credit assessment criteria and both you and new owner agree to the conditions on the Engin Change of Subscriber form.

6. Costs, charges and fees

- 6.1. The cost of the service depends on the following:
 - 6.1.1. the monthly plan you select
 - 6.1.2. your use of the service (including, but not limited to the length of call, time and day of call (which may or may not be the local time where the call is made), destination of call and call type, and your use of any value added service features)
 - 6.1.3. any changes you make to your monthly plan,
 - 6.1.4. the value added service features you use or acquire
- 6.2. You may change pricing plan if:
 - 6.2.1. your current monthly plan allows you to change, and
 - 6.2.2. if you meet the eligibility criteria of the pricing plan to which you are wanting to change to

7. Cancelling your service and cancellation fees

7.1. Cancellation fee or early termination fee/charge

- 7.1.1. Cancellation fee means the cancellation fee or termination charge which may be payable on cancellation of the service. Unless otherwise indicated in the service description, any cancellation fee payable is set out in the standard pricing table.
- 7.1.2. The cancellation fee is based on the minimum term of the agreement and when the agreement is cancelled

7.2. Cancellation fees where the agreement has a 24 month minimum term

- 7.2.1. If the minimum term of the agreement is 24 months, the cancellation fee payable is:

During the first 12 months - Maximum cancellation fee
Months 13 – 15 (80% of Maximum cancellation fee)
Months 16 – 18 (60% of the Maximum cancellation fee)
Months 19 – 21 (40% of the Maximum cancellation fee)
Months 22 – 24 (20% of the Maximum cancellation fee)

7.3. Cancellation of the service by you

- 7.3.1. You can ask us to cancel the service at any time by calling us and giving us 30 days notice. Your call will be taken as notice to cancel the service.
- 7.3.2. You may also be able to cancel the service by electing to have an equivalent service to the service supplied by another carrier or carriage service provider (including, by churning). That carrier or carriage service provider will inform us that you have elected to have the relevant service supplied by them or have churned to them and we will cancel the service once we receive notification from them
- 7.3.3. If you have agreed to a minimum term contract and you cancel the service or port the service to another carrier before the minimum term has expired you may be liable to pay a cancellation fee
- 7.3.4. You may also cancel the service if:
 - 7.3.4.a. an event out of either our or your control prevents the supply of the service for a period of more than 14 days
 - 7.3.4.b. we breach a material term of this agreement and we cannot remedy that breach
 - 7.3.4.c. we breach a material term of this agreement if we can remedy that breach and do not do so within 30 days of you notifying us of that breach

7.4. Cancellation of the service by us

We may cancel the service at any time if:

- 7.4.1. We reasonably suspect fraud by you or any other person in connection with the service
 - 7.4.2. We reasonably consider you a credit risk because you have not paid amounts owing to us (which are not the subject of a valid dispute) in respect of any service by its due date and you are given notice requiring payment of that amount by us and you fail to pay that amount in full within the required period
 - 7.4.3. any amount owing to us in respect of the service (which is not the subject of a valid dispute) is not paid by its due date and we give you notice requiring payment of that amount and you fail to pay that amount in full within ten (10) business days after we give you that notice
 - 7.4.4. you breach a material term of this agreement or any other agreement you have with us that covers your use of the service
 - 7.4.5. we are required to do so to comply with an order, instruction, request or notice of a regulator, an emergency services organisation, any other competent authority or by authorisation of or under law
 - 7.4.6. you suffer an insolvency event and we reasonably believe we are unlikely to receive payment for amounts due,
 - 7.4.7. the service is suspended for more than 14 days, unless otherwise set out in the agreement,
 - 7.4.8. an event out of either our or your control prevents the supply of the service for a period of more than 14 days
- 7.5. We will endeavour to give you as much notice as we reasonably can before we cancel the service. However, in some circumstances we may cancel the service without notice to you.

8. Engin SIM card

- 8.1. The Engin SIM card is our subscriber identity module (SIM) card which when inserted into your mobile phone gives you access to the service on the network
- 8.2. To be able to connect to the service, you need an Engin SIM card
- 8.3. You will need to call us to activate the Engin SIM card
- 8.4. If you do not call us within 14 days to activate your Engin SIM card and you have received a handset as part of your plan, we may charge you the Recommended Retail Price (RRP) as published on our website
- 8.5. If you do not already have an Engin SIM card for use with the service, we will give you an Engin SIM card.
- 8.6. We own the Engin SIM card and it remains our property at all times.
- 8.7. We may request that you return the ENGIN SIM card if we issue you with a replacement ENGIN SIM card or we no longer supply the service to you.
- 8.8. You must not interfere with or impair the operation of the ENGIN SIM card.
- 8.9. We are not responsible for any lost or stolen ENGIN SIM cards.
- 8.10. You must notify us as soon as possible if the ENGIN SIM card we have given you is lost or stolen and we will bar outgoing calls, suspend the service or activate ENGIN IMEI blocking on your mobile phone.
- 8.11. You are responsible for all charges for calls made using the lost or stolen ENGIN SIM card up until the time you notify us that your ENGIN SIM card has been lost or stolen and we bar outgoing calls, suspend the service or activate ENGIN IMEI blocking

- 8.12. Unless you are otherwise in breach of the agreement, we will replace the ENGIN SIM card (including where your mobile phone has been lost or stolen or the ENGIN SIM card has been damaged), and may charge a replacement fee.
- 8.13. You may only attempt to enter the correct PIN into the ENGIN SIM card a maximum of 3 times. If you do not successfully enter the correct PIN within 3 attempts the ENGIN SIM card will prompt you to enter the SIM Personal Unblocking Code (PUK) as a security protection feature. The PUK can be obtained by calling us
- 8.14. You can obtain the PUK by calling us or logging into “self care” on our website
- 8.15. After obtaining the PUK from ENGIN Customer Care you must enter this PUK into your mobile when prompted. If you enter an incorrect PUK 10 times in succession, the ENGIN SIM card is destroyed and cannot be used any more. Once the ENGIN SIM card is destroyed you will need to contact us and arrange a replacement
- 8.16. A SIM replacement fee may be payable at our discretion

9. PHONE NUMBERS

- 9.1. If you do not already have a phone number for your mobile phone for use with the service, we will issue you a phone number.
- 9.2. All phone numbers are selected, issued and used by us in accordance with ACMA’s Numbering Plan and Telecommunications Numbering Plan Number Declarations (numbering regulations).
- 9.3. For an additional charge, you may be able apply for a specific phone number.
- 9.4. We may be required to recover or recover and replace a phone number we have issued to you in order for us to comply with the numbering regulations. We will give you as much notice as is reasonably practicable if we have to do this.
- 9.5. You may request a new phone number. If we agree to issue you a new phone number, you may have to pay a charge.
- 9.6. If you need a new phone number because you have received calls of an unwelcome nature and you reported the matter to the relevant law enforcement agency, we will supply you with a new phone number free of charge. on the first two occasions. You will have to pay a charge for any further phone number changes.
- 9.7. Unwelcome calls are investigated in accordance with the code “handling of life threatening and unwelcome communications C525:2010”
- 9.8. You do not own the phone number but your right to use the phone number starts when we issue the phone number to you.
- 9.9. Your right to use the phone number ends if you no longer obtain the service from us unless you port the phone number
- 9.10. If you stop obtaining the service and do not port the phone number, we may issue the phone number to another customer in accordance with the numbering regulations.
- 9.11. We are not liable to you for any expense or loss incurred by you due to:
 - 9.11.1. any recovery or recovery and replacement of the phone number under clause 9.4 above, or
 - 9.11.2. you ceasing to have the right to use the phone number under clause 9.8 above.

10. Mobile number portability

10.1. Porting means to transfer your phone number from one carrier or carriage service provider to another carrier or carriage service provider in conjunction with your service.

10.2. Porting to us from another carrier or carriage service provider

10.2.1. You may be able to port a phone number you have obtained from another carrier or carriage service provider when you connect to the service.

10.2.2. We will not charge you a fee for porting a phone number from another carrier or carriage service provider.

10.2.3. You must not cancel the service you have with the other carrier or carriage service provider before you port the phone number. We will inform the carrier or carriage service provider from which you have ported the phone number that you have ported the phone number and they will cancel the service.

10.2.4. By porting your number to us you acknowledge that there may be costs and obligations to your previous carrier or carriage service provider. You acknowledge that you are responsible for any charges that your previous carrier or carriage service provider may charge you in relation to the porting of your service from them

10.2.5. You may need a new mobile phone or you may need to have your mobile phone unlocked if you are porting between different types of mobile networks.

10.2.6. You can only port the phone number, you cannot port any value added services.

10.3. Porting from us

10.3.1. You can port a phone number you have obtained from us for use with the service to another carrier or carriage service provider.

10.3.2. We may charge you a fee to port the phone number to another carrier or carriage service provider. Refer to our website or call us to find out if this applies to your porting away of the service.

10.3.3. You must not cancel the service before you port the phone number. The carrier or carriage service provider to which you have ported the phone number will inform us that you have ported the phone number and we will cancel the service.

10.3.4. You can only port the phone number, you cannot port any value added services.

10.3.5. You may only port a phone number for which you are the authorised customer.

11. Your mobile phone

11.1. **mobile phone** includes, without limitation, a mobile phone, a voice and data handset and a data only handset

11.2. You may obtain a mobile phone from us for use with the service under a mobile equipment payment plan or you may choose to use a mobile phone you have or have obtained from a third party.

11.3. To protect consumers from illegal trade in mobile phones, if we have a reasonable belief that your mobile phone is stolen, we may ask you to provide proof of ownership of your mobile phone.

11.4. If we ask you to provide proof, you must provide us with that proof within ten (10) business days.

11.5. Unless you obtain the mobile phone from us for use with the service, we make no warranty under the agreement:

11.5.1. that the mobile phone is suitable for use in connection with the service or any value added service features, or

11.5.2. about the quality of the mobile phone.

11.5.3. Unless you obtain the mobile phone from us for use with the service, you are responsible for making sure that all regulatory approvals for your mobile phone have been obtained, and your mobile phone complies with all relevant technical regulations and specifications at all times.

11.6. You are responsible for the maintenance of your mobile phone.

11.7. If your mobile phone appears to be faulty or interferes with the service, we are entitled to require you to:

11.7.1. provide your mobile phone for us to inspect, and/or

11.7.2. cease using that mobile phone until the problem has been corrected.

12. Lost or stolen mobile phone

12.1. If your mobile phone is lost or stolen, you may contact us to request:

12.1.1. incoming and outgoing calls be temporarily barred, and/or

12.1.2. ENGIN IMEI blocking be activated, or

12.1.3. if you are on a non fixed-length agreement only, that the service be suspended

12.2. You will continue to be charged your access fee whilst the bar is in place and/or ENGIN IMEI blocking is activated.

12.3. If you find your mobile phone or it is returned to you, you will need to call us to request incoming and outgoing calls be unbarred, and/or ENGIN IMEI blocking be de-activated, or the service be reactivated.

12.4. To contact emergency services while your phone is blocked you must dial 112 (rather than 000)

12.5. Customers with hearing impairments who wish to access the TTY 106 emergency services number from their mobile phone should be aware that this number may not work from some blocked mobile phones.

12.6. If you obtain a mobile phone that we reasonably believe is lost or stolen, we may activate ENGIN IMEI blocking on your mobile phone without your consent, even if you are not aware it is stolen.

12.7. If you obtain the service from us under false pretences, we may activate ENGIN IMEI blocking on your mobile phone without your consent.

12.8. In the event that we know you have made an insurance claim when your mobile phone is lost or stolen, if ENGIN IMEI blocking is not already activated we will activate ENGIN IMEI blocking on your mobile phone.

12.9. In the event we activate or de-activate ENGIN IMEI blocking on your mobile phone, we will inform other national carriers to put this block or unblock into effect on their own networks.

13. Phone number displays

13.1. CLI stands for calling line identification. This facility allows the phone number assigned to you to be displayed on the phone of the person you are calling (if their phone is CLI enabled).

- 13.2. If you do not bar CLI on your mobile phone, the phone number assigned to you may be displayed on the phone of the person you are calling.
- 13.3. When another person calls you, the phone number of that person may be displayed on your mobile phone if that person has not barred CLI on their phone.
- 13.4. When you send a SMS or MMS, the phone number assigned to you or your name may be displayed on the phone of the person to whom you are messaging. You cannot block the phone number assigned to you or your name when you send a SMS or MMS.

14. Barring of calls

- 14.1. At your request we can bar certain calls made from the mobile phone.
- 14.2. We cannot bar calls to emergency service numbers 112 and 000.
- 14.3. Calls to 1900 numbers can only be barred if we also bar international calls.
- 14.4. International Roaming will automatically be barred when we provision your service. You can contact us to have International roaming activated.

15. Supplier and third party services

You acknowledge that:

- 15.1. the service relies on the services of suppliers for its operation, who are not controlled by us, and
- 15.2. we do not exercise any control over, authorise or make any warranty regarding:
 - 15.2.1. your right or ability to use, access or transmit any content using the service,
 - 15.2.2. the accuracy or completeness of any content which you may use, access or transmit using the service,
 - 15.2.3. the consequences of you using, accessing or transmitting any content using the service, including without limitation any virus or other harmful software, and
 - 15.2.4. any charges which a third party may impose on you in connection with your use of their services accessed via the service.

16. Definitions

- 16.1. **3G/HSDPA** means WCDMA/UMTS (Wideband Code Division Multiple Access/Universal Mobile Telecommunications System) which operates to transmit voice and data services at 2100MHz and 900MHz frequency depending on your location within a 3G/HSDPA coverage area, provided you have a 3G/HSDPA compatible device.
- 16.2. **CLI** stands for calling line identification. This facility allows the phone number assigned to you to be displayed on the phone of the person you are calling (if their phone is CLI enabled).
- 16.3. **equipment term** means the period of time you have to pay us the equipment charges for any mobile phone you purchase from us under the mobile equipment payment plan.
- 16.4. **flagfall** means a connection charge or an initial charge per call.
- 16.5. **GPRS** means general packet radio service

- 16.6. **HSDPA** means high speed downlink packet access
- 16.7. **issue** means to provide you with a phone number for use with the service. We issue a phone number to you at the time we agree to provide the service to you in association with the phone number.
- 16.8. **maximum cancellation fee** is the cancellation fee set out in each pricing plan.
- 16.9. **mobile equipment payment plan** means a Mobile Equipment Payment Plan where you elect to pay an amount each month towards a handset we supply you
- 16.10. **mobile phone** includes, without limitation, a mobile phone, a voice and data handset and a data only handset.
- 16.11. **3G network** means the 3G network used to transmit 3G services (including HSDPA services)
- 16.12. **GPRS network** means the GPRS network used to transmit data services
- 16.13. **IMEI blocking** allows us to block your mobile phone if your mobile phone is lost or stolen.
- 16.14. **Engin SIM card** is our subscriber identity module (SIM) card which when inserted into mobile phones gives you access to the service on our network.
- 16.15. **network** means the network used to supply the service to you being the digital GSM cellular mobile network and /or the GPRS network and/or 3G network (as the case may be).
- 16.16. **port** means to transfer your phone number from one carrier or carriage service provider to another carrier or carriage service provider in conjunction with your service.
- 16.17. **unsuccessful call** means a call which is not successfully connected to a called number (including a number to which a called number diverts), including where:
- 16.17.1.the called number is engaged, disconnected or out of order,
 - 16.17.2.the called number cannot be accessed using the service, or
 - 16.17.3.there are network or other service failures that have caused temporary interruptions to the service.
- For the avoidance of doubt, unsuccessful calls do not include, without limitation, SMS and MMS.
- 16.18. **value added service features** are the additional features you may obtain with the service.