



AAPT Business Mobile
Service Schedule



This Service Schedule forms part of the Agreement between Us and You and cannot be used as a stand-alone agreement. Any terms defined in the Service Agreement and the Service Order Form have the same meaning in this Service Schedule unless defined in this Service Schedule or the context requires otherwise.

We will be Your exclusive provider of the Service described in this Service Schedule. To place an order for this Service, please sign and return to Us the Service Order Form provided to You.

Service Agreement means Our current "Standard Service Agreement", a copy of which is available at <http://www.aapt.com.au/businesslegal>, or such other agreement as may be agreed in writing between Us and the You (in which case the latter will take precedence).

Part 1 – Service Description

1. Description

AAPT is able to offer the Services to You on the Optus and/or Vodafone GSM Networks and/or the Telstra CDMA Network. AAPT has the ability to invoice Your Services across multiple networks on one monthly account.

2. Features and Functionality

2.1 Fleet Management

AAPT can offer You fleet management services via our On-Line Bill Analyser (“OBA”) product at no additional cost.

2.2 Mobile Data

In addition to the provision of digital voice services AAPT can also offer You GPRS (Vodafone network) and/or 1xrtt (Telstra CDMA) data services.

Most mobile phones supplied by Us are data capable and are pre-configured for You to use Mobile Data services immediately. You must be within the network coverage areas to use either GPRS or 1xrtt.

Coverage information is available by network at the following urls:

<http://www.telstra.com.au/mobile/networks/index.htm>

<http://www.vodafone.com.au/rep/coverage.jsp?gs=foryou&hd=coverage>

Both GPRS and CDMA 1xrtt provide access to the Internet via a Mobile Data capable phone/PDA device in Australia. With Mobile Data services, You can:

- (a) access the Internet;
- (b) access Your e-mail;
- (c) download music, applications, movies and other content.

AAPT Mobile Data Services are available with most AAPT Mobile Service plans on the Vodafone and Telstra CDMA network.

We make no warranty about the accuracy, timing or currency of any information provided via Mobile Data. You rely on any information provided via Mobile Data at Your own risk and should seek independent advice where appropriate.

We accept no liability for any loss or damage as a result of:

- (a) any delay in receiving/sending information via Mobile Data;
- (b) information sent/received via Mobile Data not being secure; or
- (c) information sent by Mobile Data not being received.

2.3 Mobile Data Pricing

There are several pricing options applicable to Mobile Data. We charge You for the amount of data You upload and download to Your handset/PDA device.

Mobile Data pricing is available from Your sales person.

2.4 Business Service Centre

You will have access to our Business Service Centre. You can contact the Business Service Centre by phone or fax for support in the following areas:

- (a) Replacing SIM cards;
- (b) Lost or stolen phones;
- (c) Tracking orders;
- (d) Network services;
- (e) Nominating delivery addresses for new orders.

The BSC can be contacted by phone on 1800 357 597 or by fax 1800 227 102 or via email corpsupport@aaptmobile.com.au.

2.5 Handset Delivery

We will deliver to You the new handsets and/or PDA devices and SIM cards (as applicable). This will be confirmed by Us to ensure efficient delivery within 5 Business Days of receipt of Your Service Order Form and Provisioning Order Form (stock permitting). The new SIM card (as applicable) is to be inserted into the handset/PDA device.

2.6 Electronic Billing

AAPT will provide You with a paper bill and will make the standard OBA product available to You free of charge. OBA is an electronic form of Your bill for all AAPT Services.

2.7 Mobile Handsets and Accessories

We carry a large variety of mobile handsets and accessories including Nokia, Motorola, Sony, Ericsson and Siemens GSM handsets. CDMA handsets are also available. Our stock may vary over time.

2.8 Warranty for Accessories

Accessories are covered with a manufacturer's warranty, time frames vary depending upon choice of product.

2.9 Warranty for Repairs

Repair warranties are dependent upon the type of repair and will be provided to You at the time of repair.

3. Provisioning the Service

We will supply a digital mobile telecommunications service on the Vodafone or Optus or Telstra CDMA mobile telecommunications networks for the use of the mobile apparatus and where applicable one or more Subscriber Identification Module ("**SIM**") cards (where applicable) encoded with information used to access the Service.

You can either retain Your existing Mobile Service Number ("**MSN**") or obtain new MSNs from Us.

Part 2 – Charges

Please refer to the Service Order Form/Rate Card (as appropriate).

Part 3 – Additional Terms and Conditions

1. Commencement

- 1.1 We will confirm Your nominated porting date of Your existing MSNs to Us (“Porting Date”) via letter. On the Porting Date, any remaining MSNs of Yours not ported to Us will be so ported.
- 1.2 The Minimum Period commences on the date on which Your existing MSN(s) are successfully ported to AAPT and You begin to use the Service(s) from Your MSN(s).

2. SIM Cards

- 2.1 SIM cards always remain our property. We may specify certain procedures for activation to protect against unauthorised use of a SIM card. You must take all reasonable care to keep the SIM card safe and in good condition. You must immediately return the SIM card to Us upon demand or if We suspend or terminate the Services. If You fail to return the SIM card to Us within 30 days of a demand made by Us, You must pay our standard SIM card replacement fee of \$38.50 inc GST (which may vary from time to time).
- 2.2 You must notify Us immediately if any SIM card is lost, stolen or destroyed (whether installed or not).
- 2.3 You must obtain our express authorisation to use the SIM card in countries other than Australia (“Roam”). If You are authorised to Roam, additional Charges will apply, which We will advise You of when You apply to Roam.

3. Payments

- 3.1 You must pay all Charges to Us in respect of the Service(s) in accordance with the Agreement.
- 3.2 You will be liable for access Charges during any period when the Service has been discontinued or suspended by Us because of a failure by You to comply with the Agreement.
- 3.3 You will be liable for all Charges in relation to any SIM card supplied to You which has been lost or stolen (whether installed in Your mobile equipment or not) until You notify Us of the loss or theft.

4. Invoicing

- 4.1 Notwithstanding clause 3.2 of the Terms and Conditions, We will usually invoice You monthly in advance for periodic Charges such as connection and access fees and any service fee (if applicable) and in arrears for usage Charges for the Service(s).

5. Liability

- 5.1 The Service(s) may be affected by the level of use of the digital mobile telecommunications network and facilities related to providing the Service(s) and transmission and reception may be affected or interrupted in sheltered, indoor or underground areas, or by geographic or climatic factors, within the area of network coverage.
- 5.2 Except as expressly provided in the Agreement, We are not liable to You or any other person for the content or confidentiality of any communications made over the mobile network and You agree to indemnify Us and keep Us indemnified against any costs, claims, damages, liabilities or demands claimed or made against Us, or which We suffer as a result of any defamatory or other unlawful comments made using the Service(s) (whether or not made by You).
- 5.3 We have no liability to You or any other person for:
- (a) the acts of defaults of other suppliers;
 - (b) for faults in the Service(s) which are caused to any extent by Your own conduct or misuse;
 - (c) for faults in telecommunication services not provided under the Agreement (even if those services are connected to the Service(s) with our consent);
 - (d) porting of Your MSNs in accordance with a Mobile Number Portability Authorisation Form ("Port Authorisation") received by Us; or
 - (e) any delays in implementing a request to port Your MSN;
 - (f) a failure to implement a request to port Your MSN.

6. Suspension of Services

- 6.1 We may from time to time and without notice or liability to You suspend any of the Service(s) (and at our discretion disconnect Service(s)) in any of the following circumstances:
- (a) during any technical failure, modification or maintenance of the digital mobile telecommunications network (but in that event We will procure resumption of the Service(s) as soon as reasonably practicable);
 - (b) if You do, or allow to be done, anything which in our reasonable opinion may have the effect of jeopardising the operation of the Service(s).
- 6.2 Notwithstanding any suspension of any Service(s) under this paragraph 6, You shall remain liable for all the Charges due under the Agreement throughout the period of suspension (including without limitation all monthly access fees regardless of whether or not any SIMcard has been disconnected) unless We in our sole discretion determine otherwise.

7. Mobile Number Porting to Us

- 7.1** If in providing the Services to You, We need to change Your arrangements with Your current supplier, then We will do so in accordance with this paragraph 7.
- 7.2** By signing the Port Authorisation, You:
- (a) authorise Us to sign on Your behalf and in Your name forms of authority to Your current supplier to transfer Your MSN to Us;
 - (b) authorise Your current supplier of telecommunications services to transfer to Us Your MSN;
 - (c) authorise Us to disclose information in the Port Authorisation to other suppliers in the event of a dispute over porting to Us; and
- 7.3** will remain responsible for all amounts owing to Your current supplier of telecommunications services for any services they have supplied to You and, to the extent that We become liable to a third party in relation to any services supplied to You by that third party, You will indemnify Us and will keep Us indemnified against any and all such liability as well as any costs including legal costs We incur in connection with any such liability.
- 7.4** You are responsible for any charges imposed by Your current supplier in relation to unsuccessful or rejected port requests due to insufficient or incorrect information on the Port Authorisation, concurrent competing porting requests in relation to Your MSN or if You terminate the services with Your current supplier before We transfer Your MSN on Your requested port cut over date.
- 7.5** If Your current supplier credits Us with any amount concerning services provided to You before the date of transfer of Your MSN to Us, We will credit that amount to Your account.
- 7.6** If another supplier raises a proper charge with Us relating to a service it provided to You before Your MSN was ported to Us, We will advise You accordingly and You must pay the other supplier that amount. If You dispute the amount claimed, You must notify Us in writing. You may also be liable to pay to Us or Your previous supplier charges relating to disputes or investigations by either of Us arising out of transfer of Your MSN from Your previous supplier to Us. We reserve the right to charge a port in fee for porting Your MSN to Us from another supplier.
- 7.7** We will not accept any liability for any amounts owing by You to another supplier for services which the other supplier provided to You. You must indemnify Us against any claims made against Us by Your previous supplier in relation to any such charges.

8. Porting of Mobile Numbers to Another Supplier

- 8.1** If You port Your MSN to another supplier, then:
- (a) You remain responsible to Us for amounts payable prior to the port out, and You will immediately pay Us that amount on receipt of our invoice; and

- (b) You may be liable to pay to Us a port-out fee on porting of Your MSN to another supplier. If after the transfer You elect to use any of our Services by the use of an override code or otherwise, You agree to pay Us for any charges incurred for those Services.

8.2 We will endeavour to bill You for Charges for the Services incurred until termination and any Charges arising out of termination (including, but not limited to, cancellation Charges) within the next normal billing period but We reserve our right to issue You with such subsequent invoices in relation to such unbilled charges.

8.3 If We become aware of other proper charges (including fees payable to any other supplier) for the Service(s) up to the date of porting, or We resolve any dispute so that any liability of ours relating to those Service(s) is quantified, then You will immediately pay Us all such Charges on receipt of our invoice.

8.4 We will credit You with any amount credited to Us by another supplier in respect of Services provided up to the date of porting.

9. Failure to Meet Minimum Monthly Spend

9.1 You acknowledge and agree that We may:

- (a) invoice You for the difference between any minimum monthly spend (as set out in Your Rate Card(s)) and Your actual monthly spend; and
- (b) claw back on a pro-rata basis any credit (including, but not limited to, any sign on bonus or technology fund) We have provided to You, if You fail to meet the minimum monthly spend, and You will pay these amounts to Us.

10. General

We may exchange information with a carrier concerning Your account, including particulars of calls and call Charges.