



GLOBAL MOBILITY GROUP PTY LTD (“GMG”) – TERMS AND CONDITIONS

1. Interpretation

1.1 In these conditions:-

“Airtime” means use made of a Network by the Customer with Equipment supplied by GMG.

“Charges” means the sums due to GMG from the Customer for Services; Call charges, Line Rental and any other chargeable items.

“Commencement Date” means in relation to each Connection, the date of its connection to a Network by GMG.

“GMG connection” means an Agreement to supply Airtime with or without Equipment.

“Customer” means the person, firm, company or other organisation named as the Customer in the attached Agreement for Mobile Solutions.

“Equipment” means the Mobile Devices, SIM Cards and any other accessories specified in any Agreement provided by GMG for the Customer for the purposes of using the Services.

“Network” means a telecommunications system network operator.

“Order” means any agreement between GMG and the Customer for the provision of Services by GMG to the Customer.

“Parties” means GMG and the Customer and “Party” means either of them.

“Rental Agreement” (or RA) means the specific contractual information and associated details with each Connection with or without Equipment.

“Term” means the period from the date of connection to its termination in accordance with the Quote and these Conditions of Business.

“Services” means the provision of Connections through which to access Airtime which may be with or without Equipment and/or Additional Services.

1.2 Words and phrases set out in a specific Rental Agreement shall have the same meaning as in these Conditions of Business.

2. Commencement of Rental

2.1 GMG will deliver the Equipment at GMG's risk to the Customer at the address shown on the Confirmation of Order. The Commencement Date shall be as set out on the Confirmation of Order.

2.2 GMG will use reasonable efforts to deliver the Equipment by the requested Delivery Time but it shall not incur any liability in the event of any delay caused by force majeure or other circumstances beyond its control.

2.3 Risk of damage to or loss of the Equipment, howsoever caused, will pass to the Customer upon delivery.

2.4 The Customer will accept the Equipment on the Commencement Date and if for any reason the Customer fails to accept the Equipment on that date the Customer shall nevertheless be liable for GMG's costs associated with the loss of rental, delivery and return costs unless the Customer's failure is due to the negligent act or omission of GMG.

3. Charges

3.1 The Customer will pay the Rental Charge from the Delivery Time until all of the Equipment specified in the Rental Agreement is returned to and accepted by GMG. Equipment rental charges apply to full days and fractions thereof. The rental charges will be set out in a quote provided to the Customer.

3.2 The Customer will pay the Call Charges for all calls made and received on the Equipment after delivery until it is returned to and accepted by GMG or received by one of its representatives. GMG may increase the Call Charges as and when it deems appropriate. However, GMG will at all times seek to provide the Customer with reasonable notice of any impending change as soon as it becomes practically possible. The Customer will be deemed to have accepted these new charges unless they notify GMG in writing.

3.3 The Customer shall be billed for each incoming, outgoing, completed, incomplete or attempted call in full minute increments, with partial minutes rounded to the next full minute, in accordance with cellular billing practices.

3.4 The Customer is responsible for phone service and airtime charges and applicable taxes during the entire period the Equipment is rented whether or not the Customer personally makes the calls for which the charges are imposed.

3.5 GMG is entitled to bill the Customer, on a delayed basis, at any time after the Equipment has been returned for any and all charges for which the Customer shall be responsible pursuant hereto, whether or not GMG is aware of such charges at the time of the return of the Equipment. All charges and other amounts billed pursuant to this Agreement are payable by the Customer at the end of Rental Period or if not computed at the end of Rental Period, then upon demand given by GMG to the Customer.

3.6 GMG may immediately pass on to you any changes in Carrier's charges to GMG without notice to you.

3.7 If we have agreed to provide Services for a particular term, then the whole amount payable for the whole of the term that those Services are to be provided is a debt owing to us at the time of entering into the Agreement for which we may bill you even if you cancel the Services before the term of the Agreement ends.

4. Payment for Services

In respect of each corporate connection:-

4.1 The Customer shall pay for the equipment in full if the equipment is being purchased. No equipment will be dispatched to the Customer until payment has been received.

4.2 In relation to each RA the Customer shall pay the Line Rentals and Additional Services to GMG each month in advance from the Commencement Date of the GMG connection to the expiry of the Term.

4.3 GMG will invoice the Customer for Call Charges monthly in arrears in accordance with the Tariff included in the GMG connection, copies of which are available on request.

4.4 The Customer shall pay the charges in accordance with the terms of payment (14 days). Receipts for payment will be issued only upon request.

4.5 If any due sums payable under a RA are overdue and not in dispute, GMG shall be entitled to:- Charge a late payment fee of \$65 if not paid up to one month late and if paid more than one month late – an additional \$205 for every month whilst the debt is outstanding, and

4.5.2 Bar calls on the relevant Connections to the Network in the first instance.

4.6 All sums payable under a GMG connection and RA are exclusive of GST, which shall be added at the applicable rate.

4.7 The Customer shall be liable for the Call Charges made from any Equipment which is lost or stolen until GMG has been notified of such loss or theft. Such notification may be by telephone in the first instance and then must be confirmed in writing or by fax within 24 hours of the original notification. Customer will not be responsible for calls made after such notification providing that the initial notification is in writing or is confirmed in writing as required within 24 hours of the original notification. A police incident number must be provided where equipment has been lost or stolen. The Customer is liable for all Call Charges on such Equipment until it is deactivated by the cellular carrier.

5. Duration

5.1 Subject to any proposed price variation in Clause 3.2 by GMG, each GMG connection shall commence on the date shown in the RA and continue for the Term and thereafter. It can be brought to an end by either party giving 90 days written notice to the other to expire on or any time after the expiry of the Term. If GMG has agreed to provide Services for a particular term, then the whole amount payable for the whole of the term that those Services are to be provided is a debt owing to us at the time of entering into the Agreement for which we may bill you even if you cancel the Services before the term of the agreement ends.

For the avoidance of doubt the minimum period of contractual payments will be the agreed Term.

5.2 GMG may terminate an RA or GMG connection at any time if:

5.2.1 The Customer fails to comply with the terms of the GMG connection or any specific RA.

5.2.2 The Customer enters into any voluntary arrangement with its creditors or becomes subject to an administration order or being an individual or firm becomes bankrupt or being a company goes into liquidation;

5.2.3 An encumbrance takes possession or a receiver is appointed over any of the property or assets of the Customer;

5.2.4 The Customer ceases or threatens to cease to carry on business;

5.2.5 GMG considers any of the above is likely to occur in relation to the Customer; or

5.2.6 The operation of the Network is discontinued or is no longer available to GMG for any reason in which case GMG will offer the Customer an alternative solution, which must be acceptable to the Customer.

5.3 On termination of a GMG connection, GMG shall disconnect the connections from the Network.

5.4 On termination of a GMG connection, GMG shall not be required to deliver any further Equipment to the Customer and the Charges for all Services that have been provided shall be immediately due and payable including conditions set out in Clause 3.5.

6. Use of equipment

6.1 Upon delivery to the Customer GMG will provide an instruction leaflet on the use of the Equipment.

6.2 The Customer will use the Equipment in a careful and proper manner and in accordance with the instructions and in no other manner.

6.3 The Customer agrees that he/she will not:

6.3.1 effect any repairs or modifications to the Equipment;

6.3.2 remove or interfere with any certification markers affixed to the Equipment;

6.3.3 deface or add to the Equipment;

6.3.4 sublet or allow the use of the Equipment by any third party; or

6.3.5 attempt to dispose of the Equipment or to grant any interest in the Equipment to any third party.

6.4 In the event of any loss, damage, theft or disappearance of the Equipment while on rental, regardless of circumstances, the Customer shall pay to GMG on demand, an amount equivalent to the value of the Equipment in accordance with GMG's then-current listed Equipment sales prices. In the event the Equipment is stolen or lost, the Customer is liable for all Call Charges on such Equipment until it is deactivated by the cellular carrier.

7. Liability

7.1 GMG warrants that the Equipment will be in working order when it is delivered to the Customer but cannot be responsible for the performance of the Equipment or the operation of the telephone network to which it is connected, it being acknowledged by the Customer that Services may be temporarily interrupted (including dropped calls), delayed or otherwise limited due to a variety of causes, including without limitation transmission limitations and by atmospheric and other conditions, system capacity limitations and system and equipment failure.

7.2 GMG MAKES NO OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING WITHOUT LIMITATION, THE MERCHANTABILITY, ACCURACY, RELIABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT OR THE CELLULAR PHONE SERVICES FURNISHED UNDER THIS AGREEMENT.

The Customer shall be solely responsible for and shall indemnify and hold harmless GMG against all claims, demands and liability arising as a result of lease, possession use, condition, operation or misuse of the Equipment or the cellular phone services provided hereunder whether in breach of Section 6 or otherwise arising howsoever.

GMG WILL IN NO EVENT BE RESPONSIBLE NOR SHALL THE CUSTOMER MAKE ANY CLAIM AGAINST GMG FOR ANY LIABILITY, CLAIM, LOSS, INJURY, DAMAGE OR EXPENSE OF ANY KIND (INCLUDING LOST PROFITS) WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL CAUSED BY THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE CORRECTLY OR AT ALL OR DELAY, FAULTINESS (SUCH AS DEGRADATION OF SERVICE) OR FAILURE OF THE SERVICES.

7.3 The Customer shall be liable to GMG for all expenses, including reasonable attorneys' fees, collection fees and court costs incurred in connection with any collection, repossession or other action brought to enforce GMG's rights under this Agreement.

7.4 GMG reserves the right to deactivate the Equipment at any time and without notice to the Customer, in the event that GMG detects unusually high usage or possible fraud in accordance with general operating practices and procedures in the cellular industry, and GMG shall have no liability whatsoever to the Customer for such deactivation.

8. Ownership

8.1 The Equipment, including the handset and all accessories will at all times remain the property of GMG. The Customer acquires no rights other than temporary use. During the Rental Period no service or part replacements are authorized without written approval from GMG. The Customer agrees that he/she has examined the Equipment and that the Equipment is in good working order at the time of receipt.

8.2 The Mobile Number or the SIM Card Number shall at all times remain the property of GMG.

9. Termination

9.1 Unless otherwise agreed with GMG the Customer shall return the Equipment to GMG at the Return Address to be arranged at the end of the Rental Period in good working order and in the same condition as when it was delivered to the Customer.

9.2 If the Customer commits a material breach of these Conditions, such as, but not limited to, using the Equipment in an improper manner and in contravention of the instructions, then GMG may require the return of the Equipment without being obliged to repay any portion of the Rental Charges.

9.3 Under no circumstances shall the Customer retain the Equipment under this Agreement for longer than the Rental Period without agreeing an extension of that period with GMG.

9.4 The Customer shall pay the manufacturer's full retail price to GMG for any Equipment which is damaged or not returned at the end of the Rental Period.

10. Applicable Law

10.1 This Agreement is governed by the laws of New South Wales. In addition, this Agreement is subject to applicable foreign, federal and state laws and tariffs.

11. General

11.1 The headings in this Agreement are for convenience of reference only and shall not affect the meaning or construction of the terms and conditions contained herein.

11.2 No waiver by GMG of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision hereof.

11.3 This Agreement cannot be assigned or transferred by the Customer, nor can this Agreement be modified (or any provision waived or modified) except by written instrument signed by GMG or its authorized agent. This Agreement constitutes the entire agreement between GMG and the Customer; there are no other representations, conditions, warranties, guarantees, or collateral agreements, express or implied, statutory or otherwise, concerning the use or rental of the Equipment or the Services, other than as set forth herein.

11.4 GMG is not liable for any lack of privacy which may be experienced with regard to the Services. The Customer authorizes GMG's monitoring and recording of calls concerning the Customer's account or the Services and consents to GMG's use of automatic dialing equipment to contact the Customer. GMG has the right to intercept and disclose transmissions in order to protect its rights or property.