

BOOST MOBILE - TERMS OF USE

GENERAL TERMS

The Boost Mobile website (www.boost.com.au) ('Website') is owned and operated by Boost Tel Pty Limited (19 092 384 417) ('Boost Mobile', 'We', 'Us', 'Our'). You agree that your use of this Website is subject to these Terms of Use. You must read these Terms of Use prior to placing any order on this Website. By accessing or placing an order on this website you are deemed to have read, understood and agreed to be bound by these Terms of Use.

Boost Mobile reserves the right to amend these Terms of Use from time to time without notice. Any updated version of these Terms of Use will immediately replace any earlier version. As such please review these Terms of Use each time you place an order.

PRICING:

Prices are expressed in Australian dollars and are subject to change without notice. All payments must be made in Australian dollars.

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The Website may be linked to other websites over which Boost Mobile has no control. Those links are provided for convenience only and may not remain current or be maintained. Boost Mobile does not sponsor, endorse, adopt, confirm, guarantee or approve the content or representations made on those websites, and make no representation about the accuracy of the content contained on those websites. Boost Mobile is not responsible for the content of those websites.

INDEMNITIES:

You agree to hold harmless and indemnify Boost Mobile and its subsidiaries, officers, agents and employees from and against any loss, damage or costs that it, any of its subsidiaries, officers, agents or employees may incur in connection with your breach of these Terms of Use or any other legal obligation owed by you.

BOOST MOBILE - TERMS OF USE (CONT)

LIMITATION OF LIABILITY:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. To the full extent permitted by law, Boost Mobile excludes all other warranties and any liability in respect of any consequential loss or incidental damages, and we will not be liable if you have failed to follow instructions, modified the goods or used them for an unintended purpose.

SECURITY OR INFORMATION:

While Boost Mobile strives to protect the information it transmits and receives, no data transmission over the internet can be guaranteed to be completely secure. Boost Mobile does not warrant and cannot assure the security of any information submitted by, or to, it. For further information regarding Boost Mobile's handling of personal information, please see our Privacy Policy.

APPLICABLE LAW:

These Terms of Use are governed by the laws of the State of New South Wales, Australia. You agree to submit to the non-exclusive jurisdiction of the courts of that State.

ORDER CANCELLATION OR ORDER CHANGE POLICY:

Your order is finalised upon successful transmission of the order once you have pressed process order button on the Boost Mobile Website.

- Boost Mobile is not obliged to accept cancellation of an order once it has been finalised. However:
- if you request a cancellation of your order and the goods have not been dispatched for delivery, Boost Mobile may accept your cancellation of the order, subject to the payment of any costs incurred by Boost Mobile for such cancellation (for example, credit card charges); or
- if you request a cancellation of your order and the goods have been dispatched for delivery, Boost Mobile may accept cancellation of the order where the return of the goods from the delivery service provider to Boost Mobile is possible. In this case, you may be charged a cancellation fee.

It is your responsibility to ensure that your order is correct

prior to submitting it – including the type and quantity of goods ordered. Boost Mobile is not obliged to correct any order details, however, where incorrect order details are notified to Boost Mobile prior to the dispatch of goods, Boost Mobile may, where possible, correct the order details.

If your order has been dispatched and cannot be updated, please refer to our returns and exchange section for more information.

Boost Mobile Pre-paid telecommunications services are provided by Telstra Corporation Limited ABN 33 051 775 556 (Telstra) under terms and conditions published by Telstra from time to time.

PREPAID SERVICE TERMS

1. REGISTERING AND USING YOUR SERVICE:

- 1.1 We provide the Boost Pre-Paid service to you mainly for your personal use.
- 1.2 We will connect your Boost Pre-Paid service once you register it by providing us with your name, address, email address and details of your intended use and other information and identification reasonably requested by us.
- 1.3 You must notify us of any changes to your name, address and email address within 14 days of such change by calling us on 12 58881.
- 1.4 If you have requested to bring your existing mobile number from another phone company, we will activate your service once the transfer is successfully completed. We will tell you if it has not been successful within 24 hours.
- 1.5 You can purchase an Boost Mobile recharge or Add-on recharge for your Boost service. When these terms mention a recharge without specifying which kind, they apply to Boost Anytime Plus and Add-On recharges.
- 1.6 If you purchase a Boost Mobile recharge, you will receive unlimited access to certain services until the next Boost Mobile recharge or until the expiry date, whichever comes first. The services available under this recharge and the expiry dates are set out in OCT and on Boost.com.au.

BOOST MOBILE - TERMS OF USE (CONT)

1.7 If you purchase an Add-On Recharge, you will receive a value of credit in your account to use on certain services before the expiry date. When you use these services, we will debit your Add-On Credit balance in accordance with the charges set out in OCT and on Boost.com.au.

1.8 You can use Boost services until the point that you have no Add-On credit or current Boost Mobile recharge. After this your service will go into a recharge only period.

1.9 When your service is in recharge only period, you can receive but cannot make calls or use any other features or Boost services, apart from calls to emergency services and to recharge your service on 12 58881.

1.10 If you do not recharge your service during your recharge only period, it will be disconnected and your number will be reallocated to another customer. You may receive a text message warning you of this before your recharge only period ends. The length of your recharge only period is 6 months from the expiry date of your last recharge.

1.11 Boost Pre-Paid recharge cards and vouchers are fully transferable, non-refundable but must be activated before the use by date printed on it.

1.12 Any value in your account is not refundable or transferable and will remain with us: (a) after the expiry date; or; (b) if you recharge with another Boost Mobile recharge prior to the expiry date of an existing Boost Mobile recharge; or (c) if you cancel your Boost Pre-Paid service (other than as a result of our breach) or we cancel the service as a result of your breach.

1.13 If your account balance is insufficient to use a particular feature or service, we will not provide the service to you and will terminate any outbound feature or service in progress, except for calls to emergency services 000 or 112 (where possible) and access to recharge your service.

1.14 Due to system constraints some charges (such as picture messaging) may take up to 48 hours to reach your Boost Pre-Paid account.

2. UNLOCKING FEE:

2.1 If your Boost Pre-Paid handset/device is programmed to only operate with Boost SIM cards, you may need

to pay an unlocking fee to use it with non-Boost SIM cards.

3. SIM CARD:

3.1 You must call us immediately if your SIM card is lost, stolen or damaged. You are responsible for all the charges on your service until you contact us.

4. CHANGING OUR CUSTOMER TERMS:

4.1 We can change OCT from time to time. Generally, if a change will make you worse off, or will have more than a minor detrimental impact for you, we'll tell you at least 30 days before the change. We will tell you about changes by sending you a text message, email or provide a recorded voice announcement at the number you use to access your pre-paid service or otherwise in writing, directing you to further information about the charges (such as on www.boost.com.au or at a Telstra Partner). If a change will have a detrimental impact, we may also publish a notice in a relevant newspaper summarising the change 3 working days beforehand.

5. CANCELLATION AND SUSPENSION:

5.1 You can cancel your service at any time by telling us. We may suspend or cancel a service for a number of reasons – including when you are in breach of OCT (such as using your service in a way which we reasonably believe is fraudulent, poses an unacceptable risk to our security or network capability or is illegal), in an emergency, if we're legally required to or if we need to work on our networks. The amount of notice (if any) we give you depends on the circumstances. If a service is cancelled or suspended, you are still required to pay relevant charges up to the date of cancellation or suspension.

6. RIGHTS:

6.1 We use due care and skill whenever we provide you with a Boost Pre-Paid service. There may also be other non-excludable statutory guarantees, implied conditions or warranties under consumer protection laws which may apply to the Boost Pre-Paid service we supply. However, the nature of telecommunications systems (including reliance on some systems that we don't own or control) means we cannot promise that your Boost Pre-Paid service will be continuous or fault free.

BOOST MOBILE - TERMS OF USE (CONT)

7. GENERAL:

- 7.1 When you use Premium SMS, your mobile number will be disclosed to us (including our employees, contractors and agents) and content providers to provide you with content via Premium SMS. If you use Premium SMS on the Service, we may also disclose information about you (including information relating to the conduct of your Account) for the purposes of advising the Australian Securities and Investment Commission of information about complaints and transactions in respect of our customers' use of Premium SMS. Your personal information may be collected, used and disclosed (including for marketing purposes) by both Telstra and Boost. Please read the Telstra Privacy Statement "Protecting Your Privacy" available at www.telstra.com.au/privacy/privacy_statement.html and the Boost Privacy Policy available at <http://www.boost.com.au/privacy-policy> which set out how your personal information is collected, used and disclosed (including for marketing purposes) and your rights in relation to accessing and correcting that information. You agree to the collection, use and disclosure of your personal information in accordance with the Telstra Privacy Statement and Boost Privacy Policy.

services, they'll only get involved in a complaint after you've tried to resolve it with us. Their contact details are listed in the White Pages®. The Office of Fair Trading (or similar) in your State or Territory may also investigate complaints.

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8. TELSTRA FAIR PLAY POLICY

- 8.1 The Telstra FairPlay Policy is set out in OCT. It's designed to make sure you can access our services and to ensure the quality and reliability of our network and/or services. The Policy bans any commercial use of our services along with unreasonable or excessive use of our FairPlay offers. If you've purchased your mobile mainly for personal use and don't follow the FairPlay Policy within 30 days of us asking you to, we can cancel or limit your right to use our FairPlay offers, or we can cancel your service connected with the FairPlay offers. For the full FairPlay Policy, see telstra.com.au/customer-terms.

9. COMPLAINTS:

- 9.1 We aim to resolve all problems and complaints quickly and effectively. If you have any concerns please visit a Telstra Partner or call us on 12 58881. If you're not satisfied with our response, a supervisor or manager will review your concern and the way it was handled. If we are unable to resolve this matter to your satisfaction you can contact the Telecommunications Industry Ombudsman ("TIO"). The TIO is an office of last resort for complaints about telephone and internet