CUSTOMER TERMS FOR 3 SERVICES – CUSTOMERS COMMENCING/RENEWING BEFORE 1 JULY 2010 (STANDARD FORM OF AGREEMENT)

1. About these Customer Terms and your agreement

1.1 These Customer Terms for 3 Services ('Customer Terms') are the general terms and conditions on which we supply 3 Services and make Handset Instalment Plans available to you. These Customer Terms apply to customers whose agreement commenced before 1 July 2010 and has not been renewed on or after 1 July 2010. If your agreement commenced or was renewed on or after 1 July 2010 but before 1 January 2011, the *'Standard Terms for 3 Services for customers commencing/renewing on or after 1 July 2010'* apply to your agreement. If your agreement commenced or was renewed on or after 1 January 2011, the *'Standard Terms for 3 Services for customers commencing/renewing on or after 1 January 2011'* apply to your agreement.

1.2 These Customer Terms are our Standard Form of Agreement, which, along with any other terms that you agree to, are binding on you and us. The Standard Form of Agreement is lodged with the Australian Communications and Media Authority ('ACMA') and is available on our website at www.three.com.au and should be available on the ACMA's website at www.acma.gov.au.

1.3 Your agreement with us is made up of these Customer Terms and other terms contained in the documents we produce, all of which will be made available to you (whether supplied directly to you or by accessing relevant sections of our website), before your agreement commences (including the Price Information, Product Guide, and any application or agreement forms you sign). From time to time new 3 Services will be made available to you on your Handset or Other Device. The terms and conditions applicable to these 3 Services will be made available to you, (whether supplied directly to you or by accessing relevant sections of our website), before you use the 3 Services. These terms and conditions also form part of your agreement with 3 if you elect to use the 3 Services.

1.4 When we say:

(a) 'we', 'us' or 'our', we mean Vodafone Hutchison Australia Pty Limited (ABN 76 096 304 620), which operates under the trade mark '3'. Our A.C.N. is 096 304 620. Details of our current registered office address can be found on our website www.three.com.au;

(b) 'you' or 'your' we mean you, our customer; and

(c) 'agreement' we mean your agreement with us for the supply of 3 Services.

1.5 We have also set out in section 16 some useful definitions of words we use in these Customer Terms.

1.6 Your agreement with us commences when we Connect you. Your Connection with us is subject to the requirement that you must live or work within the areas in which the 3 Network operates.

1.7 Your agreement is personal to you. You remain responsible for complying with your agreement, even if you give another person your Handset, Accessory or Other Device. However, you may assign your agreement to another person, provided that other person satisfies our pre-conditions to Connection which may include a credit assessment, verification of their personal details and an employment check.

1.8 Except as set out in clause 6.10, your agreement does not cover any purchase of products or other services from third parties while using 3 Services.

2. Minimum term of your agreement

2.1 If the Price Information or Product Guide specifies a Minimum Term for your 3 Services, you agree to remain Connected for that Minimum Term. You may end your agreement during the Minimum Term in accordance with section 10, section 3.5 or section 3.6.

2.2 If the Price Information or Product Guide does not specify a Minimum Term, or your Minimum Term has expired, we will supply you with 3 Services until either you or we choose to end the agreement in any of the permitted ways set out in section 10.

3. Variations to your agreement and Charges

International call rates and international roaming rates

3.1 Our international call rates and international roaming rates are subject to variation because these services are supplied to us under arrangements with third parties. We may increase the rates for these services if the cost to us of providing the services increases by reason of our arrangements with third parties. Before travelling overseas, you should contact Customer Care or visit our website at www.three.com.au to find out the current international call rates and international roaming rates.

Optional 3 Services

3.2 Charges for some Optional Services (including Content) are expressed in the Price Information to be variable or valid for a fixed period. We will give you reasonable notice of any increase in charges and the date on which the new charges will take effect so you can elect to cease subscribing for, or otherwise accessing, that element of the 3 Services before that date.

Imposition of a tax or other government charge

3.3 We may impose or vary a fee or charge for products or services we supply to you under your agreement where the fee or charge is a tax or other government charge imposed by law.

Content

3.4 The Charges applying to Content that you can acquire from us are set out in the Price Information or displayed on your Handset before you elect to receive the Content and may be subject to variation. Where a Content Provider increases the price of the Content (or part of it) they supply to us, we may increase the price of the same Content (or part of it) supplied to you. If you are still within any applicable Minimum Term, and you have used the relevant Content during the past 2 months, we will give you reasonable notice of any increase in the price of that Content and the date on which the new price will take effect so you can elect to cease subscribing for, or otherwise accessing, that Content before that date.

Third party carriage services

3.5 Where we have a contract with a third party that enables us to supply third party carriage services to you such as Roaming services, and the terms of that contract are varied, we may vary the terms of your agreement as a result. We will give you notice of any variation in the terms of your agreement before the variation takes effect. If you are still within any applicable Minimum Term, you will have the right to terminate your agreement with us within 42 days of the date of our

notice to you. If you have not agreed to a Minimum Term or the Minimum Term has expired, you can terminate your agreement with us at any time. The Charges payable on termination are explained in section 11.

Other rates or terms

3.6 We may vary any other rates set out in the Price Information or any other terms of your agreement including terms set out in the Product Guide. We will give you at least 21 days' notice of any variation in rates or terms if the variation would cause more than a minor detriment to you. If you are still within the Minimum Term of your agreement, if applicable, you will have the right to terminate your agreement with us within 42 days of the date of our notice to you. If you have not agreed to a Minimum Term or the Minimum Term has expired, you can terminate your agreement with us at any time. The Charges payable on termination are explained in section 11.

4. What we will provide to you

A USIM and Account

4.1 We will open an Account for you and provide you with a USIM and, except where you have transferred your previous mobile number to us, a new mobile telephone number and other service numbers, if applicable.

4.2 The USIM remains our property and we may recall it for upgrades or modifications or in other exceptional circumstances so that we can continue to provide the 3 Services to you. We may also recall the USIM when your agreement ends. The USIM is only provided for use with Handsets and Other Devices approved for use on the 3 Network and may be locked so that it cannot be used on an Other Provider's network or with an unapproved handset or other device, such as a GSM handset. This is to maintain the integrity of the 3 Network and to ensure that we can provide 3 Services to you.

4.3 If you have Reserved a number you should not trade the number or make it available to another customer unless that customer has obtained prior approval from us. ‘Reserved’ means you have requested an option to use the number for the supply of 3 Services at some time in the future and we have agreed to keep that number for your future use.

4.4 You become the Rights of Use holder when we agree to the provision of a specific number for your use in association with the 3 Services.

4.5 If you wish to transfer your number to or from an Other Provider, you should not disconnect your service prior to the transfer.

3 Services

4.6 Once you are Connected, we will provide you with access to 3 Services. 3 Services include the following services if you have requested them and we approve:

(a) Optional Services; and

(b) Age Restricted Services, provided that you are older than the minimum age legally permitted to access those services.

4.7 Full details of the range of 3 Services are contained in the Product Guide which will be made available to you before your agreement commences (whether supplied directly to you or by accessing the relevant sections of our website).

4.8 You will also be able to upload and send your own content using the 3 Services. So that we can supply the 3 Services to you, you grant us a royalty free, world-wide licence, for as long as is necessary to store and transmit any content you upload on the 3 Services. If you choose to use the POP3 polling features in our Messaging Services, you are appointing us as your agent for enabling the POP3 polling services to be provided to you.

4.9 We may change or withdraw some, or part, of the 3 Services from time to time because the Content supplied to us varies or in order to improve the 3 Services that we provide to you.

4.10 We may limit or block your or our customers access to any number(s), and/or services provided or made available by a third party if we reasonably consider it necessary or appropriate to do so to minimise the risk of our customers, the 3 Network, or us being adversely affected as a result of:

(a) significant congestion or instability in any part of the 3 Network and/or our administrative systems (including, but not limited to, our billing systems);

(b) any action, claim, demand, cost, expense, loss, damage or other detriment (whether financial or not); or

(c) the 3 Services being used in a manner contrary to our offers.

For example, we may limit or block access where continued access to a number(s) or service(s) is reasonably considered by us to result in: our customers receiving unusually high Charges (known as bill shock); increased customer complaints including in relation to the characteristics of the number(s) or the service(s); or where access is causing us revenue loss.

If we limit or block access under this section 4.10, we may be required to notify you as set out in sections 3.6.

Limitations to 3 Services

4.11 We will always try to make the 3 Services available to you. However, there are inherent limitations involved in the supply of mobile telephone services including our supply of 3 Services. Most 3 Services are only available within the 3 Network coverage area. Limited 3 Services are available while Roaming. Within the 3 Network coverage area there may be places where access to 3 Services is limited or unavailable. For more information about coverage see the Product Guide and coverage maps which will be made available to you before your agreement commences (whether supplied directly to you or by accessing the relevant sections of our website). Before you enter into your agreement with us, you should be satisfied that the 3 Network coverage meets your requirements. If you transfer a number to us for which you are not the Rights of Use holder, we are obliged to immediately return that number to the carriage service provider of the Rights of Use holder and we will supply you with another number.

Roaming

4.12 Roaming may occur when you are outside of the 3 Network coverage area in Australia, or at places within the 3 Network coverage area where 3 Network reception is unavailable. When overseas you may Roam in countries where we have Roaming arrangements in place.

4.13 When Roaming, you agree to comply with all your obligations in relation to the use of 3 Services as if you were using the 3 Services on the 3 Network.

4.14 When Roaming you may not have access to all 3 Services. For more information about the availability of Roaming or the extent of 3 Services while Roaming see the Product Guide and coverage maps which will be made available to you before your agreement commences (whether supplied directly to you or by accessing the relevant sections of our website).

4.15 Prices may also vary when Roaming. Full details of how prices may vary when you are Roaming nationally are set out in the Price Information which will be made available to you before your agreement commences (whether supplied directly to you or by accessing the relevant sections of our website).

Disruptions to 3 Services

4.16 3 Services are not suitable for uses that require continuous or fault-free service. There may be situations where 3 Services are not continuously available or the quality is affected, for example:

(a) when we need to perform any upgrading, maintenance or other work on the 3 Network or 3 Services;

(b) calls and data sessions may not be maintained when you move from the 3 Network to the network of an Other Provider to facilitate national Roaming; or

(c) because of factors outside our control, such as interruptions to services from Other Providers and Content Providers, the weather or radio interference caused by hills, tunnels or other physical obstructions or in cases of damage or congestion on the 3 Network or Other Provider's network as a result of a Force Majeure Event.

5. Handsets, Other Devices and Accessories

Use of Handsets and Other Devices on the 3 Network

5.1 You may only use a USIM with Handsets or Other Devices that have been approved by us for use on the 3 Network, as technical problems may occur through the use of unapproved Handsets or Other Devices which may affect your ability, or the ability of other 3 customers, to access the 3 Services. Not all 3 Services will be available with all Handsets or Other Devices. You must comply with all laws and all reasonable directions by us relating to the use of Handsets and Other Devices.

5.2 If your Handset or Other Device is locked and capable of being unlocked, you must only arrange to unlock your Handset or Other Device through us and may have to pay an unlocking fee. If you arrange to unlock your Handset or Other Device through someone other than us, this may void the warranty for your Handset or Other Device. Before you enter into your agreement with us, we will advise you of any period during which your Handset or Other Device is locked and if it can be unlocked. The circumstances in which you will have to pay an unlocking fee are explained in section 11. The amount of the unlocking fee is set out in the Price Information.

5.3 We have the right not to Connect a Handset or Other Device for your use on the 3 Network or to Suspend your Account or any or all 3 Services if we are aware or reasonably suspect that the Handset or Other Device has been lost or stolen or used for an illegal purpose.

Purchases directly from us

5.4 If you purchase a Handset, Accessory or Other Device directly from us (such as from a 3 Shop, Customer Care or using our website), you enter into an agreement with us for the purchase of those goods. We will retain ownership in all goods purchased from us until you have paid for them in full, unless you have bought the goods under an agreement where you agree to pay for the

goods in a number of instalments, such as a Handset Instalment Plan, in which case you will own the goods on entry into that agreement. The USIM will remain our property at all times.

5.5 You will be responsible for any Handset, Accessory or Other Device as soon as they are delivered to you. If you damage or lose any goods before you have paid for them in full, you will still be required to pay us for the full price of those goods. You are responsible for arranging your own insurance for any Handset, Accessory or Other Device.

Purchases from other retailers

5.6 If you purchase a Handset, Accessory or Other Device from a retailer other than us (a retailer includes one of our authorised dealers) you enter into an agreement with that other retailer for the purchase of those goods. We are not part of that purchase agreement except to the extent that we acquire the right to collect payments and if applicable, obtain title to Handsets or Other Devices purchased by you under a Handset Instalment Plan.

Handset Instalment Plans

5.7 If you purchase a Handset or Other Device from us on a Handset Instalment Plan, you agree that you will pay all instalment payments in accordance with the Handset Instalment Plan.

5.8 If you purchase a Handset or Other Device from a retailer other than us on a Handset Instalment Plan, you agree to pay all instalment payments to us, and you will not have to pay those instalments to the authorised dealer.

Manufacturer's Warranty

5.9 The performance, quality, workmanship and suitability of any Handset, Accessory or Other Device may be subject to the manufacturer’s specifications and warranty, details of which will be made available to you before your agreement commences. The manufacturer's warranty is in addition to, and not in substitution for, your statutory rights relating to faulty or misdescribed goods or services (see sections 12.3 to 12.11 for more detail).

5.10 Unless otherwise stated in the manufacturer’s warranty terms, the Handset, Accessory or Other Device warranty is conditional upon:

(a) the Handset, Accessory or Other Device being operated, handled and repaired in accordance with any manual or written instructions of the manufacturer or us;

(b) the Handset, Accessory or Other Device having been properly stored or maintained by you; and

(c) no modification of the Handset, Accessory or Other Device without our consent.

5.11 The Handset, Accessory or Other Device warranty does not cover damage, malfunction or failure resulting from misuse, neglect, abuse, use for a purpose for which the relevant Handset, Accessory or Other Device was not designed or is not suited or normal wear and tear.

5.12 If a Handset, Accessory or Other Device purchased by you is faulty or not functioning because you have misused it or because of wear and tear, it will be your responsibility to arrange, at your cost, to have it repaired or replaced so you can continue to use the 3 Services.

6. Your Obligations

Pay your bills

6.1 You must pay us all Charges for 3 Services used on your Account, whether used by you or another person with or without your permission. Your liability to pay these Charges arises when the 3 Services are used, but unless these Customer Terms say otherwise, payment is due on the date specified on your bill.

6.2 Credits on your Account are non-refundable, non-transferable and not redeemable for cash.

6.3 If your USIM, Handset or Other Device is lost, stolen or damaged, or you have sold or given away your USIM, Handset or Other Device, you will remain responsible for all Charges for 3 Services on your Account until such time as you ask us to Suspend your Account or any or all 3 Services or your agreement ends in accordance with these Customer Terms. You will remain responsible for any payments under a Handset Instalment Plan for the length of that Handset Instalment Plan.

6.4 It is our practice to bill you monthly. Your bill will normally include your fixed Charges for the next billing period, usage and administrative Charges for the last billing period and Charges for Roaming in prior periods. The initial invoice may also contain a Charge for Connection. Goods & Services Tax (GST) will be included in your bill at the relevant rate where applicable. All applicable Charges (which include GST) are set out in our Price Information which will be made available to you before your agreement commences.

6.5 If you incur unusually high Charges on your Account we may contact you to determine why this has occurred and to ensure that your Handset or Other Device has not been lost or stolen or is not otherwise being used fraudulently. In these circumstances, we may require you to make an interim payment so you can continue to use the 3 Services. To do this, we do not have to send you a bill. We may demand payment in writing, over the phone or by sending a message to you.

6.6 We reserve the right to introduce billing fees such as a fee for not paying your Account by direct debit, a fee for paying your Account using a credit card or a fee to receive a non-electronic version of your bill. If we introduce any such billing fee we will provide you with reasonable notice of the fee and the date from which it will apply. There will always be alternative options available for paying your Account, at least one of which will not involve a fee being charged by us. However, Account payment by mail is not an available payment method.

6.7 If you fail to pay your bill on time, you will be in breach of your agreement. If your bill is not paid by the due date, we will notify you and request payment immediately. If you fail to pay the overdue amount within a reasonable time, we can Suspend you. If we Suspend you in these circumstances, we will not re-Connect you until you pay us your outstanding Charges, including all fees for late payment. We may terminate your agreement if you continue not to pay your bills on time.

6.8 If we take legal or other collection action against you for non-payment of the Charges, we will require you to pay our reasonable costs and expenses (including legal costs) of taking that action plus interest calculated at a rate of 2% per annum above the ANZ Bank's corporate overdraft rate from time to time calculated on the daily balance of the unpaid amount from the due date until the date of payment in full.

6.9 If requested by us you must deliver to us any Handset or Other Device in full or partial settlement of any amount that you owe us and we will own that Handset or Other Device.

6.10 If the 3 Services are used by you or any other person, with or without your permission, to acquire goods and services from third parties, you are responsible for paying those third parties

directly. Where we provide a billing service for a third party you will see these charges on your bill and our normal payment terms will apply. We are not responsible for, and do not control or endorse any goods and services sold or supplied by third parties. Any purchases of goods or services are subject to the third party's terms and conditions and any queries or complaints regarding those goods or services must be referred to the third party. The Handset number will be passed electronically to relevant third parties for the immediate purposes of billing, customer service and delivering any goods or services ordered using the 3 Services. If we Suspend your Account then the 3 Services cannot be used to make purchases from third parties and purchases that have made from third parties may not be processed.

Provide correct information

6.11 By applying for 3 Services or a Handset Instalment Plan, you undertake to provide your correct name/s, address of your home or office, address for billing purposes and all other factual information necessary for us to supply the 3 Services to you. You must advise us promptly of any change to these details and in particular any change in your home or office and billing address, Handset or Other Device or your telecommunications service. You agree that:

(a) if the Account is in your name as an individual, even where you have also nominated a business name, you have full contractual capacity to agree to the agreement and are able to pay the Charges; or

(b) if an Account is established in the name of a company, the person that has opened the Account on behalf of the company is duly authorised to bind the company to the agreement.

Secure your Handset or Other Device, PIN, passwords and USIM

6.12 You must keep your Handset, Other Device and USIM safe and secure. We may charge you for any replacement Handset, Other Device and USIM if it is damaged by someone other than us or the Handset, Other Device or USIM is lost or stolen. Your Handset, Other Device or USIM may be used to store your personal details such as your address book and any personal information. If your Handset, Other Device or USIM is lost or stolen it is possible that another person may obtain unauthorised access to that information.

6.13 You must keep all PINs and passwords safe and secure and must not disclose them to any third party. You should immediately change any PIN or password with us if it is being used by someone without your permission.

6.14 We will allow anyone who can quote your PIN or password or otherwise verify your identity in accordance with our security procedures to access your Account details, use 3 Services and make changes to your Account or 3 Services.

Use of 3 Services

6.15 You may only use 3 Services:

(a) as stated in your agreement; and

(b) for your own use. This means you must not resell or commercially exploit any of the 3 Services, Content, Handsets, Accessories or Other Devices.

6.16 You must not use 3 Services, or allow anyone else to use 3 Services, for illegal or improper uses, including uses that are not reasonably incidental to your use of the 3 Services or sanctioned by us. For example:

(a) for fraudulent, criminal or other illegal activity, including in a way that constitutes an infringement or the commission of an offence against any law, standard or code;

(b) in a way that is defamatory or in any way breaches another person’s rights, including copyright or other intellectual property rights;

(c) to misuse another party's confidential information;

(d) to copy, store, modify, republish or redistribute 3 Services or Content, except where we give you permission;

(e) to store or publish any material that is illegal, defamatory, pornographic, obscene, depicts acts of violence, sexual acts or which may incite or perpetuate hatred against any person or group or have the likely effect of causing offence or harm;

(f) in any way which breaches any security or other safeguards or in any other way which harms or interferes with 3 Services, the 3 Network or the networks or systems of others, including in any way which results in a virus, worm, trojan horse or similar program affecting us, an Other Provider or anyone else;

(g) to send or receive instructions which, if implemented, might cause damage or injury to any person or property;

(h) to falsify or delete any author attributions, legal or other proper notices or proprietary designation or labels of the origin or source of software or other content contained in a file that you upload;

(i) in any way which menaces or harasses any person or causes damage or injury to any person or property;

(j) to use your Handset, Accessory or Other Device to record any telephone conversation without obtaining the consent of the other party(s) to the conversation that it is being recorded or publish a recorded conversation in any form;

(k) to create, use, copy, download or provide any directory of 3 Services' users or any other user or usage information to a person or organisation, whether you have paid for this or not; or

(l) in any way which enables you to make use of 3 Services or the 3 Network without charge, when a charge is normally payable.

6.17 You must always co-operate with us and follow our reasonable instructions to ensure the proper security of your 3 Services and Account.

6.18 Your use of any 3 Services that are provided free of charge or on a subscription basis is subject to any applicable fair use policy. Under that policy you must use the 3 Services within reasonable limits. A copy of any applicable fair use policy will be made available to you before your agreement commences, and is available in 3 Shops and on our website.

6.19 Your communications with Customer Care or any of our authorised dealers or sales agents must not be menacing, threatening, amount to harassment or otherwise be of an unacceptable nature.

Responsible use of Messaging and Storage Services

6.20 While using the Messaging Services, you must not send or upload:

(a) anything that is protected by copyright, unless you have permission of the copyright owner;

(b) unsolicited bulk or commercial emails or other unauthorised email, or knowingly send any viruses; or

(c) anything that is obscene, offensive, abusive, defamatory, menacing, harassing, threatening or is unlawful in any other way.

6.21 The use of some of your 3 Services will be limited, for example, there may be limits on the size of messages you can send or receive or message storage capacity. Any applicable limits will be communicated to you in advance. If you exceed these limits you will not be able to use these 3 Services until you adhere to the limits, for example, by reducing the message size or number of messages stored.

Responsible use of Age Restricted Services

6.22 If you are under the legal age, you are not permitted to access our Age Restricted Services. If you are permitted to access the Age Restricted Services, you must not show or send Content from the Age Restricted Services to anyone under the legal age for that service. You must also ensure that you have deactivated any access to Age Restricted Services if you let anyone under the legal age for the relevant Age Restricted Service use your Handset or Other Device.

7. Complaints and Privacy

Complaints

7.1 If you are unhappy about any aspect of the 3 Services, you may communicate this to us by contacting Customer Care, by writing to us, by sending us a fax or through our website www.three.com.au. We will investigate any complaint in accordance with our complaints policy which can be found on our website www.three.com.au. If a complaint cannot be resolved to your satisfaction by us, you can, depending on the nature of the complaint, contact the Telecommunications Industry Ombudsman, the relevant State/Territory Office of Fair Trading, ACMA or the Australian Competition and Consumer Commission. Our complaints policy is in addition to any rights you have under law.

Your personal information

7.2 Your application for 3 Services or a Handset Instalment Plan may be subject to a credit assessment, verification of your personal details and an employment check. If we regard these checks as unsatisfactory, we will not enter into an agreement with you.

7.3 We may give to a credit reporting agency information such as your name, address and other details which identify you; the fact that you have applied for credit and the amount; the fact that we are a current credit provider to you; payments that are more than 60 days overdue and for which debt collection action has started; cheques drawn by you for $100 or more which have been dishonoured more than once; information that in our opinion you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations) and advice that payments are no longer overdue.

7.4 You agree that for the purpose of assessing your application we may obtain from a credit reporting agency a credit report containing information about your personal creditworthiness. You also agree to us conducting a credit check in relation to your business or commercial activities (if

any) or your commercial creditworthiness for the purpose of your application. We can also conduct these credit checks for the purpose of collecting any overdue payments.

7.5 We collect information about the way you use 3 Services, your preferences, your location when using 3 Services, and who you contact and who contacts you while you use 3 Services. We will use your information to create and maintain your Account, provide you with 3 Services, enable you to communicate using the 3 Network, collect your payments and, where necessary, to prevent fraud and improper use. Calls between you and Customer Care may be monitored and recorded by us for training, quality and contractual purposes.

7.6 You agree that we may use your information to send you information about the products and services offered by us, our business partners, the other members of our group of companies or their business partners, including special promotions and offers, unless you ask us not to by contacting Customer Care. You agree that we may use any email address or other personal information you provide to us at any time for this purpose. You also agree that, notwithstanding s18(1) of the Spam Act 2003, we may send you that information by SMS, MMS, email or other forms of electronic messages, and that any electronic messages we send you may not contain an unsubscribe facility within the message. If your agreement terminates or expires or if you opt out of receiving marketing material, we will remove you from our electronic message marketing distribution list. You agree and acknowledge that this removal may take up to 5 business days to take effect and you may continue to receive electronic messages from us for up to 5 business days after the date of your request to be removed from the distribution list or the date of termination or expiry of your agreement with us.

7.7 You agree that we may:

(a) share your personal information with other members of our group of companies;

(b) share your personal information with our agents, contractors and other service providers (for example, mailing houses, providers for whom we provide billing services and debt collection agencies);

(c) share your information with other providers of telecommunications services if you transfer your number or services or if we suspect or are seeking to prevent or investigate fraud;

(d) share your information with possible purchasers or other successors of our business; and

(e) use or disclose your information as required or authorised by law, including by providing your name, address, telephone service number and other public number customer details for inclusion in the Integrated Public Number Database as required for emergency services, law enforcement and other approved purposes,

whether the recipients of the personal information are in or outside Australia. We may also transfer your personal information to a recipient outside Australia in any other ways permitted under the *Privacy Act 1988* (Cth). We will ensure that any recipient of the information outside Australia will appropriately safeguard the information provided to them.

7.8 When you are Roaming in another country, the treatment of your personal information may be subject to the privacy laws, if any, that apply in that other country.

7.9 You can access most personal information we hold about you by contacting our privacy officer through Customer Care. Information about how we handle personal information is also in our Privacy Policy which is available on our website www.three.com.au.

8. Our Intellectual Property Rights

8.1 All rights, including copyright, in the 3 Services and Content belong to us or our licensed sources, such as a Content Provider.

8.2 The '3' trade mark and other related images, logos and names on 3 Services are proprietary marks licensed or owned by our group of companies.

9. Suspension of 3 Services

9.1 We may Suspend your Account or any or all 3 Services, as appropriate, if:

(a) you have not paid the Charges on time. We will Suspend your Account or any or all 3 Services in these circumstances only in accordance with the provisions of section 6.7;

(b) you have not made an interim payment when we have requested you to do so in accordance with the provisions of section 6.5, following an unusually high spend amount on your Account or we assess that you or your account status presents an unacceptably high credit risk to us;

(c) you have breached an important term of your agreement or a number of less important terms, and have failed to rectify the breach after being given 7 days' notice of our intention to Suspend;

(d) you have breached clause 6.16(l), and have failed to rectify the breach after being given 48 hours notice or our intention to Suspend;

(e) we have reasonable grounds to suspect you have provided us with false or misleading details about yourself, or to suspect fraud or other illegal conduct in relation to the 3 Services or your Account by you or someone using the 3 Services or your Account;

(f) you die or become bankrupt, insolvent or subject to a winding up order or similar insolvency event and we reasonably believe we are unlikely to receive payment for amounts you owe to us;

(g) we receive a serious complaint against you which we have reasonable grounds to believe to be genuine and which we reasonably believe gives rise to a threat or risk to the security of the 3 Services or the integrity of the 3 Network;

(h) we have other reasonable grounds for believing a threat or risk exists to the security of the 3 Services or the integrity of the 3 Network and we reasonably believe that Suspending your Account or any or all 3 Services will minimise this threat or risk;

(i) we have reasonable grounds to believe that you no longer live or work within the areas in which the 3 Network operates;

(i) we have reasonable grounds to believe that your communications with Customer Care or any of our authorised dealers or sales agents have been menacing, threatening, amount to harassment or have otherwise been of an unacceptable nature;

(k) we receive notice from you, or someone authorised by you to provide notice to us on your behalf, confirming the loss or theft of your USIM, Handset or Other Device or otherwise reasonably believe your USIM, Handset or Other Device has been lost or stolen;

(l) we are unable to continue to provide the relevant 3 Services due to a Force Majeure Event; or

(m) we are required to suspend your 3 Services by the emergency services or other government authorities, in order to comply with a court warrant or other court order, or as otherwise required or authorised by law.

Effect of Suspension on your other Accounts and 3 Services

9.2 If we Suspend your Account or 3 Services as permitted by your agreement, we may Suspend any other Accounts or 3 Services you have with us if we have reasonable grounds to believe you will not be able to pay the Charges relating to those Accounts when they fall due.

10. Terminating your agreement and Disconnection

10.1 You may end your agreement in the following ways:

(a) **During Minimum Term**

If you have agreed to a Minimum Term you can end your agreement during the Minimum Term:

(i) if we are in serious breach of your agreement; or

(ii) if we have varied the terms or Charges that apply to you and you are entitled to terminate your agreement in accordance with the provisions of section 3.5 or section 3.6; or

(iii) if you choose to do so.

The Charges you will have to pay us on termination of your agreement are set out in section 11.2.

(b) **At the end of the current billing period if no Minimum Term**

If you have not agreed to a Minimum Term, or the Minimum Term has expired, you can end your agreement at any time by giving notice to Customer Care. Your agreement will finish no later than at the end of your current billing period.

10.2 We may end your agreement in the following ways:

(a) **On notice if no Minimum Term**

If you have not agreed to a Minimum Term, or the Minimum Term has expired, we can end your agreement:

(i) by giving you 10 days notice if you have not used the 3 Services for at least 6 months;

(ii) at any time by giving you 30 days notice. Your agreement will finish at the end of the billing period after the notice period.

We will not end your agreement in these ways during the term of your Handset Instalment Plan.

(b) **Because of your conduct**

In the following circumstances we may terminate your agreement immediately:

(i) you have not paid the Charges on time. We will terminate your agreement in this circumstance only in accordance with the provisions of section 6.7;

(ii) you have breached an important term of your agreement or a number of less important terms which together amounts to a serious breach and you have failed to rectify the breach after being given 7 days' notice of our intention to terminate your agreement (whether or not we have Suspended your 3 Services as permitted by this agreement);

(iii) we have reasonable grounds to suspect fraud or other illegal conduct in relation to the 3 Services or your Account by you or someone using the 3 Services or your Account;

(iv) you die or become bankrupt, insolvent or subject to a winding up order or similar insolvency event and we reasonably believe we are unlikely to receive payments for amounts you owe to us;

(v) we have reasonable grounds to believe that your communications with Customer Care or any of our authorised dealers or sales agents have been menacing, threatening, amount to harassment or have otherwise been of an unacceptable nature;

(vi) we receive a serious complaint against you which we have reasonable grounds to believe to be genuine and which we reasonably believe gives rise to a threat or risk to the security of the 3 Services or the integrity of the 3 Network;

(vii) we have other reasonable grounds for believing a threat or risk exists to the security of the 3 Services or the integrity of the 3 Network and we reasonably believe that terminating your agreement will minimise this threat or risk; or

(viii) where you have represented at the time of application that, not being an Australian citizen, you hold a current visa of no less than 12 months duration and we subsequently learn that you no longer hold a current visa or are holding a visa of less than 12 months duration.

(c) **No Network access or 3 Services**

In the following circumstances we may end your agreement immediately:

(i) we no longer have access to networks of Other Providers that we need to provide 3 Services, or if we are no longer able to provide 3 Services because of a Force Majeure Event or we cease to operate the 3 business; or

(ii) we are required to terminate your 3 Services by the emergency services or other government authorities, in order to comply with a court warrant or other court order, or as otherwise required or authorised by law.

Effect of termination on your other Accounts

10.3 If we end your agreement as permitted by section 10, we may terminate any other Accounts or 3 Services you have with us if we have reasonable grounds to believe you will not be able to pay the Charges relating to those Accounts when they fall due.

11. Effect of your agreement ending

11.1 When your agreement ends we will close your Account and Disconnect the 3 Services and you will not be able to use the 3 Services.

11.2 When your agreement ends you will have to pay us all of the Charges that you owe us as set out below:

(a) **Termination during Minimum Term because of our conduct**

If your agreement is terminated during the Minimum Term because:

(i) we are in serious breach (as provided for in section 10.1(a)(i));or

(ii) we have varied the terms or Charges that apply to you and you are entitled to terminate your agreement in accordance with the provisions of section 3.5 or section 3.6 (as provided for in section 10.1(a)(ii)); or

(iii) we are unable to continue to provide 3 Services to you (as provided for in section 10.2(c)),

we will issue you with a bill for all Charges that are due up to the date the agreement ends less a pro-rata portion of any Charges paid in advance. The Charges will include all remaining instalment payments under a Handset Instalment Plan, unless your Handset or Other Device cannot be used on an Other Provider's network. If you purchased your Handset or Other Device outright at the time you entered into your agreement, you have owned it for less than the length of the Handset Instalment Plan offered to you at the time you entered into your agreement and it cannot be used on an Other Provider's network, we will provide you with a pro-rata refund on your Handset or Other Device. The refund will equate to the unused portion of the price you paid for your Handset or Other Device.

(b) **Termination at any time because of your choice or your conduct**

If your agreement is terminated:

(i) because of your choice (as provided for in section 10.1(a)(iii) or section 10.1(b)); or

(ii) at any time because of your conduct (as provided for in section 10.2(b)),

we will issue you with a bill for all Charges that are due up to the date the agreement ends less a pro-rata portion of any Charges paid in advance. All remaining instalment payments under a Handset Instalment Plan also become immediately due and payable. If your Handset or Other Device can be used on an Other Provider's network, the Charges may also include an unlocking fee, as set out in the Price Information. If termination occurs during the Minimum Term, the Charges will also include a Cancellation Fee.

(c) **No Minimum Term, termination because of our choice**

If you have not agreed to a Minimum Term, or the Minimum Term has expired and your agreement is terminated because of our choice (as provided for in section 10.2(a)) we will issue you with a bill for all Charges that are due less a pro-rata portion of any Charges paid in advance. If your agreement is terminated in accordance with section 10.2(a)(ii), you purchased your Handset or Other Device outright at the time you entered into your agreement, you have owned it for less than the length of the Handset Instalment Plan offered to you at the time you entered into your agreement and it cannot be used on an Other Provider's network, we will provide you with a pro-rata refund on your Handset or Other Device. The refund will equate to the unused portion of the price you paid for your Handset or Other Device.

12. Liability

Our liability to you

12.1 All our obligations to you relating to 3 Services are set out in your agreement or, depending on the circumstances, are implied by or set out in the laws referred to in sections 12.3 to 12.7.

12.2 In relation to our liability to you, except as implied by or set out in the laws referred to in sections 12.3 to 12.7:

(a) all other terms, conditions and warranties relating to 3 Services are excluded;

(b) we have no liability to you for any loss of income, business or profits, for any loss or corruption of data, failure to deliver any call, data or message, or for any consequential loss sustained and

arising out of or in connection with this Agreement, your use of the 3 Services, any Handset, Other Device or Accessory, whether arising under contract, tort (including negligence) or otherwise;

(c) we are not liable for any loss or damage that was not reasonably foreseeable when you entered into the agreement;

(d) we are not liable for any loss or damage to the extent that it was caused by you, or to the extent that you have failed to take reasonable steps to minimise or prevent the loss; and

(e) we are not liable for any delay or failure to perform our obligations under this Agreement, or to provide the 3 Services, if such delay or failure is due to a Force Majeure Event.

Implied warranties and conditions – goods and services supplied before 1 January 2011

Sections 12.3 to 12.6 below set out our liability to you in relation to any goods and services we supplied to you before 1 January 2011. In relation to goods and services supplied to you on or after 1 January 2011, see sections 12.7 to 12.11.

12.3 The *Trade Practices Act 1974* (Cth) implies certain terms intro your agreement. This occurs where the goods or services we supply to you are of a kind ordinarily acquired for personal, domestic or household use or consumption or cost less than $40,000, and in the case of goods, are not re-supplied by you. With respect to goods, these implied terms are that

(a) the goods must be of merchantable quality;

(b) fit for the purpose or task you intended, provided that purpose is obvious or you made it known to us before purchase;

(c) match the description or sample that you were provided; and

(d) be free from faults (unless we made those faults known to you before purchase).

With respect to services, these implied terms include that the services will be rendered with due care and skill and that any materials supplied in connection with those services will be fit for the purpose or task you intended, provided that the purpose is obvious or you made it known to us before purchase. Similar terms are implied by State legislation. These implied terms give you rights against us that we cannot limit or exclude, subject to section 12.4.

12.4 Where the goods or services supplied to you are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability for breach of a condition or warranty implied by the *Trade Practices Act 1974* (Cth) or other legislation to the same effect (other than liability for implied conditions and warranties as to title, encumbrances and quiet possession in relation to goods supplied to you, which we cannot limit) is limited to doing one or more of the following:

(a) in the case of goods,

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of the goods;

(iii) the payment of the cost of replacing the goods or acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; and

(b) in the case of services,

(i) the supply of the services again; or

(ii) the payment of the cost of having the services supplied again.

12.5 We cannot limit our liability as set out in section 12.4 if you establish that it would not be fair or reasonable for us to do so.

12.6 Except as provided in this section 12.4, nothing in your agreement excludes, restricts or modifies rights which you may have under the *Trade Practices Act 1974* (Cth) or other legislation to the same effect in respect of conditions and warranties implied into your agreement.

Consumer Guarantees – Goods and services supplied on or after 1 January 2011

Sections 12.7 to 12.11 below set out our liability to you in relation to any goods and services supplied to you on or after 1 January 2011. In relation to goods and services supplied to you before 1 January 2011, see sections 12.3 to 12.6 above.

12.7 The *Australian Consumer Law* as set out in the *Competition and Consumer Act 2010* (Cth) provides consumers with certain 'consumer guarantees'. These guarantees apply where the goods and services we supply to you are of a kind ordinarily acquired for personal, domestic or household use or cost less than $40,000, and in the case of goods, are not re-supplied by you. With respect to goods, these guarantees include a guarantee that the goods:

(a) are of acceptable quality (unless we made known to you the reasons why the goods may not be of acceptable quality before purchase, for example, by drawing any fault or defect to your attention);

(b) fit for the purpose which we represented to you;

(c) fit for the purpose or task for which you acquired the goods, provided you made that purpose known to us before purchase;

(d) match the description, sample or demonstration model you were provided; and

(e) comply with any express warranty given in relation to the goods.

With respect to services, these guarantees include that: the services will be rendered with due care and skill; the services and any product resulting from the services will be fit for the purpose or task for which you acquired the services or the result you expected the services to achieve, provided you made the purpose or result known to us before purchase; and if a time is not specified for completion of the services, the services will be supplied within a reasonable time.

12.8 These guarantees give you rights against us that we cannot limit or exclude, subject to section 12.9. For example, if a failure to meet a guarantee is a major failure, then in relation to goods and depending on the circumstances, you may be entitled to a replacement or refund, and in relation to services, you may be entitled to terminate the contract and obtain a refund. If a failure does not amount to a major failure, you are entitled to ask us to remedy the failure. In this case, we are able to choose how to remedy the failure, including by repairing or replacing goods.

This section is only intended to provide some examples of the rights you may have against us. It is not an exhaustive statement of the circumstances in which you may be entitled to a remedy under the Australian Consumer Law.

12.9 Where the goods or services supplied to you are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability for breach of a guarantee (other than

liability for guarantees as to title, undisclosed securities and undisturbed possession in relation to goods supplied to you, which we cannot limit) is limited to doing one or more of the following:

(a) in the case of goods,

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of the goods;

(iii) the payment of the cost of replacing the goods or acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; and

(b) in the case of services,

(i) the supply of the services again; or

(ii) the payment of the cost of having the services supplied again.

12.10 We cannot limit our liability as set out in section 12.9 if you establish that it would not be fair or reasonable for us to do so.

12.11 Except as provided in this section 12.9, nothing in your agreement excludes, restricts or modifies rights which you have under the *Australian Consumer Law* in respect of the consumer guarantees.

Delivery of 3 Services

12.12 We will try to ensure the accuracy, quality and timely delivery of the 3 Services. However, subject to sections 12.2 to 12.11:

(a) we accept no responsibility and have no liability to you for any use of, or reliance on, 3 Services or Content, or for any disruptions to, or any failures or delays in, 3 Services including Content and alert services;

(b) we do not make any representations as to, and have no liability to you in relation to, the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility or security of 3 Services including Content and alert services; and

(c) we may limit the 3 Services you may use where the 3 Services or the 3 Network are operating in such a way that we cannot impose the relevant Charges, where Charges are normally due.

12.13 In providing you with access to any 3 Services including Content, we are not providing you with any advice of any nature, including, without limitation, investment advice. In respect of any 3 Services including Content containing investment information, we are not communicating invitations or inducements to enter into investment agreements.

12.14 You may be able to use 3 Services:

(a) to upload, email or transmit Content; and

(b) to access Content which is not part of the 3 Services or edited by us and to acquire goods and services that we do not prepare, select, modify or exercise any control over. Where we provide you with access to Content that is not supplied by us, all we do is transmit the Content to you and we do not prepare or exercise control over the Content, goods or services. We are not responsible or liable in any way for, and do not endorse, any of this Content, goods or services.

Your liability to us

12.15 You agree to indemnify us, our employees and officers against all loss, damage, liability and expenses incurred by us or them as a result of or in relation to any claim made or legal proceedings including (without limitation) claims for breach of copyright, breach of confidence, defamation, theft, conversion, and/or obscenity brought against us or them in relation to use of the 3 Services by you or any other person using the 3 Services. You will not have any liability to us for any loss or damage caused by us, including any breach of a warranty or condition implied into your agreement by the laws referred to in section 12.3 or any breach of a guarantee set out in the laws referred to in section 12.7.

Section to apply after your agreement ends

12.16 The terms of this section shall apply even after your agreement comes to an end.

13. Notices

13.1 We will send you information by the most appropriate of the following methods: directly communicating it to you in person, by mail using your most recent contact details given to us, by email if you have provided us with your email address, by a notice on your bill or by message sent to your Handset or Other Device. Notices may also be displayed on our website www.three.com.au.

14. Other terms

14.1 Your agreement is governed by the law of the Australian State that is specified as the service address on your Account or the Australian State in which you ordinarily reside if this is different from the service address on your Account and you have notified us of this at the time you enter into your agreement with us. Each of us agrees only to bring legal actions about your agreement in the courts of that State.

14.2 If you, or we, delay, or do not take action, to enforce our respective rights under your agreement, this does not stop you or us from taking action later.

14.3 If any of the terms in your agreement are not valid or legally enforceable, the other terms will not be affected.

14.4 We may assign or transfer our rights and obligations under your agreement to a party who agrees to continue complying with our obligations under your agreement. We will give you reasonable notice of any assignment.

14.5 We may receive and collect money and issue tax invoices for and on behalf of any Related Body Corporate.

15. Assistance with terms of your agreement

15.1 If you need assistance in understanding any term of your agreement, you can contact a member of our Customer Care team by calling 133 320 or by emailing customercare@three.com.au.

15.2 If you have hearing difficulties, the National Relay Service can assist you to make a call to us. They can be contacted on 133 677.

15.3 If you have language difficulties, the Translation and Interpreting Service can provide an interpreter for you. They can be contacted on 131 450.

16. Definitions

3 Network: the mobile telecommunications network and other systems owned or operated by us, by which we make 3 Services available to you.

3 Services: the services offered by us including but not limited to telephony, data services, Content, Messaging Services, Storage Services, Age Restricted Services and Optional Services that we have agreed to provide to you in accordance with your agreement.

3 Shop: our 3 branded retail outlets across Australia.

Accessory: any battery, battery charger, stylus, Handset case, car kit, portable hands free, USIM, consumable item (items which are regularly replaced), software, or any other item that may be used with a Handset or Other Device.

Account: all records about you, including your personal account information, your use of 3 Services, your Charges and payments.

Age Restricted Services: any 3 Services which are legally restricted for use only by customers who are a certain age.

Cancellation Fee: a fee charged if we terminate the agreement due to your conduct or if you terminate the agreement within the Minimum Term. This fee will be set out in the Price Information or any relevant advertisement and may cover (without limitation) your fixed periodic Charges for the Minimum Term, our administrative costs, costs incurred by us in Connecting and Disconnecting 3 Services for you and our payments to Other Providers, retailers or agents.

Charges: the charges for access to, and use of, 3 Services as set out in the Price Information. These charges include (without limitation) fixed periodic charges, usage charges, payments under a Handset Instalment Plan, Account administration fees, Cancellation Fees, fees for Connection, fees for unlocking a Handset or Other Device from the 3 Network and any extraordinary cost incurred in collecting outstanding payments from you.

Connect: connected to the 3 Network and activated for the 3 Services. 'Connection', 'Connected', 'Connecting', and 're-Connection' have corresponding meanings.

Content: any data, information, images, graphics, video/audio content, applications, downloadable files or other multimedia content provided by us or a Content Provider that can be accessed using 3 Services.

Content Provider: a person, other than us, who supplies Content.

Customer Care: our service team who are available to help you with your queries. They can be contacted by calling 133 320 or by email to customercare@three.com.au.

Disconnection: the procedure by which we stop your access to 3 Services. 'Disconnect', 'Disconnected' and 'Disconnecting' have corresponding meanings.

Force Majeure Event: an event or circumstance beyond our reasonable control, including but not limited to, any act of God, civil disorder, war, revolution or any other unlawful act against public order or authority, national or local emergency, fire, flood, earthquake, cyclone, explosion, loss of power, strike, industrial action, or the act or omission of any Government Agency.

Government Agency: any government or governmental, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Handset: a mobile handset approved by us for use on the 3 Network and which may be used to access 3 Services.

Handset Instalment Plan: an arrangement advertised by us where you purchase a Handset or Other Device and pay for the Handset or Other Device by making periodic instalment payments to us in accordance with that arrangement.

Messaging Services: any 3 Services specified in a Product Guide enabling you to access, send and receive messages including but not limited to mail, fax, text, data, picture or video messages, as applicable.

Minimum Term: the minimum fixed term, if any, for supply of 3 Services as set out in the Price Information or a Product Guide.

Optional Services: any 3 Services that are only available if requested by you and approved by us.

Other Device: any equipment (for example a computer or organiser), data card or device that is approved for use on the 3 Network and that may be used to access 3 Services, but does not include a Handset.

Other Provider: a mobile telecommunications network operator or other network provider, other than us, whose network we use to make 3 Services available to you.

PIN: any personal identification number that we give you or you nominate to use as an identifier to access 3 Services or access or make changes to your Account.

Price Information: our publications of current Charges as amended by us from time to time and available on our website or obtainable from a 3 Shop, an authorised dealer or a sales agent. The Price Information may take the form of a number of publications depending on the 3 Service.

Privacy Policy: our current policy detailing the kinds of information we may gather about you and how we can use and share it. This policy may be amended by us from time to time and is available on our website.

Product Guide: our descriptions of current 3 Services as amended by us from time to time and available on our website or obtainable from a 3 Shop, an authorised dealer or a sales agent.

Related Body Corporate: means Vodafone Hutchison Australia Pty Limited and any company in which Vodafone Hutchison Australia Pty Limited owns more than 15% of the issued share capital. ‘Related Bodies Corporate’ has a corresponding meaning.

Rights of Use: means your right, subject to the provisions of any industry code, the *Telecommunications Numbering Plan 1997* and the *Telecommunications Act 1997*, to enjoy the beneficial use of an issued number, and includes the ability to authorise a port (transfer) of the number (where portability exists).

Roaming: when you are outside of the 3 Network coverage area, or coverage is not available, and you access some or all of the 3 Services using the mobile network of an Other Provider. Roaming includes 'national roaming', when you are in Australia and you Roam on the mobile network of an Other Provider and 'international roaming' when you are overseas and you Roam on the mobile network of an Other Provider. ‘Roam’ has a corresponding meaning.

Storage Services: any 3 Services in the Product Information which offer you storage capacity on the 3 Network for storage of content which you access using 3 Services.

Suspension: the procedure by which we temporarily Disconnect your access to 3 Services. ‘Suspend’ has a corresponding meaning.

USIM: means application software contained on a card provided by us that when used in conjunction with a Handset or Other Device enables you to access 3 Services.