



## Services Agreement

### Service Schedule 2 – Mobile Services

The terms set out in this Service Schedule apply to the provision of Mobile Services in addition to the Trading Terms. Any capitalized terms not defined in this Service Schedule have the meaning given to them in the Trading Terms.

#### 1. SUPPLY OF SERVICES

1.1 The Designated Numbers specified in the Service Order will be transferred from the Customer's existing service provider to CITIC Telecom International (SEA) Pte. Ltd. ("CITIC") in accordance with a migration plan designated by CITIC. The Customer will provide CITIC with all such assistance and information as CITIC may reasonably require to complete the transfer of the Designated Numbers in accordance with that plan.

1.2 Except by agreement or as otherwise provided for in this Service Schedule, during the Term CITIC is appointed as the sole provider of Mobile Services to the Customer and has the right to supply:

- (a) all calls (including local, national long distance, international, mobile to mobile, and inbound calls), made using the Designated Numbers; and
- (b) the Logistics Services.

1.3 Subject to its right to cancel the Mobile Services under the Trading Terms, the Customer is not entitled to cancel the Mobile Services or to remove any Designated Numbers from the scope of the Mobile Services during a Period for the purpose of replacing CITIC as the service provider for those Mobile Services or Designated Numbers with an alternative service provider.

1.4 If the Customer fails to transfer to CITIC all or any of the Designated Numbers specified in a CAF within 30 days of the date of the CAF (or such longer period agreed in writing by the parties), CITIC may in its absolute discretion charge the Customer the fee of \$50.00 (exclusive of GST) per month (or part thereof) for each affected Designated Number from the end of that period until the earlier of:

- (a) the date on which all of those Designated Numbers are transferred to CITIC; or
- (b) termination or cancellation of the Service Order the subject of those Designated Numbers.

1.5 The Mobile Services may include any data services using the Designated Numbers.

1.6 No Service Level Guarantees apply to the Mobile Services.

#### 2. CHARGES

2.1 The CITIC Rates may distinguish between different products used to provide the Mobile Services and different uses of the Mobile Services.

2.2 The CITIC are based on the Estimated Traffic Profile specified in the accepted Service Order. CITIC reserves the right to alter the CITIC Rates if the Customer's actual monthly traffic profile over any continuous 3 month period is on average less than 85% of the Estimated Traffic Profile.

2.3 Other Charges may apply where the Customer does not use CITIC's nominated Provider's Mobile Network (e.g. when Roaming). The Customer acknowledges and agrees that the rates specified by the applicable carrier will be the basis for calculating those Charges.

#### 3. CUSTOMER'S OBLIGATIONS

3.1 The Customer must not:

- (a) wholesale or otherwise re-sell the Mobile Services (including transit, re-file or aggregate domestic or international traffic);
- (b) use the Mobile Services except with a Device on the list of devices published by CITIC's nominated Provider as approved standard mobile devices as amended from time to time by that Provider in its absolute discretion or any other equipment that complies with all relevant standards and approvals;
- (c) disclose to any person any security numbers provided by CITIC (including the Customer's enquiry numbers, barring numbers or personal identification numbers);
- (d) place, attempt to place or accept a reverse charge call using the Mobile Service;
- (e) transfer, sell, hire or give away any SIM or any of the Customer's rights in any SIM;
- (f) make or receive calls or send or receive content on CITIC's nominated Provider's Mobile Network other than for:
  - (i) its own business use; or
  - (ii) personal use by its End Users; or
- (g) use the Mobile Services (including any SIM) in connection with a device that switches or reroutes calls to or from the CITIC's nominated Provider's Mobile Network.

3.2 The Customer must:

- (a) keep all SIMs safe and in good condition;
- (b) return all SIMs to CITIC immediately on request;
- (c) notify CITIC immediately of any loss of, or damage to, any SIM in accordance with the procedure advised to the Customer from time to time;
- (d) at the request of CITIC, do everything necessary to help any Provider provide the Mobile Services;
- (e) prior to using the BlackBerry Availability Services enter into a licence agreement with Research In Motion Limited in the form prescribed by Research In Motion Limited and comply with, and ensure that each of its End Users complies with, the terms and conditions of that licence agreement; and
- (f) if it or its End Users are accessing and using Provider, whether by using a BlackBerry Handheld or any other Device, comply with, and ensure that each of its End Users complies with, any terms and conditions in respect of access to and use of Provider as notified to the Customer from time to time.

#### 4. MATTERS RELATING TO SERVICES

4.1 The Customer is responsible for providing complete and accurate details of the Designated Numbers. CITIC accepts no responsibility or liability for any error in the transfer of a Designated Number or supply of the Mobile Services where that error occurs as a result of a failure by the Customer to provide complete and accurate details of the Designated Numbers.

4.2 The Customer acknowledges that:

- (a) the Mobile Services may be unavailable in some areas, or in some buildings, or at certain times as a result of a number of factors beyond CITIC's control, including capacity constraints, electromagnetic interference, adverse weather conditions, equipment failure, the Customer's location or during scheduled or unscheduled maintenance;
- (b) Roaming relies on the Networks of Providers or other carriers over which CITIC has no control. CITIC cannot guarantee the quality and reliability of the Mobile Services when the Customer is Roaming;
- (c) subject to **clauses 4.2(b) and 4.3**, the Mobile Services can only be used in areas where CITIC's



## Services Agreement

### Service Schedule 2 – Mobile Services

nominated Provider's Mobile Network is present or Roaming is available;

- (d) CITIC is not liable to the Customer or any person claiming through the Customer for any breach or failure caused by any event beyond CITIC's reasonable control, including any technical problems or limitations relating to a Provider's Network or the Website, delay in Connecting, Disconnecting or Reconnecting, wrongful suspension or Disconnection of a Designated Number, delay in correcting any fault or the Customer's incorrect operation of any Mobile Service; and
- (e) If CITIC supplies BlackBerry Availability Service to the Customer, the Customer and its End Users will have access to and the right to use Provider

4.3 If CITIC, nominated Provider's Mobile Network is not present or Roaming is not available in a particular area and the Customer advise CITIC that the Customer require Mobile Services in that area:

- (a) CITIC may, in its discretion, elect not to provide Mobile Services to the Customer in that area;
- (b) if CITIC elects to provide Mobile Services to the Customer in that area, CITIC will do so using the Mobile Network of an alternative Provider nominated in writing by the Customer or, failing such nomination, designated by CITIC; and
- (c) the Customer acknowledges and agrees that the rates specified by that Provider will be the basis for calculating the Charges (including the call charges), for Mobile Services provided in that area.

4.4 Without limiting its rights to suspend Services under the Trading Terms, CITIC is entitled, without incurring any liability to the Customer, to suspend any Mobile Services or Disconnect any Designated Number immediately where:

- (a) any of the Customer's equipment is causing interference with any Mobile Network;
- (b) CITIC reasonably believes the Customer is jeopardizing the operation or quality of a Mobile Network or the services a carrier supplies to its customers;
- (c) the Customer engages in the conduct prohibited under **clause 3.1(a), (f) or (g)**; or
- (d) CITIC suspects that the SIM relating to the Designated Number is being used to transform fixed originating calls to mobile originating calls, and CITIC will Reconnect the Designated Number or end the suspension as soon as reasonably practicable after the event or circumstance requiring the suspension or Disconnection has ceased.

4.5 If notified by the Customer or someone acting on its behalf that a SIM has been lost or stolen, CITIC will:

- (a) promptly suspend the relevant Designated Number; and
- (b) end the suspension as soon as reasonably practicable after CITIC has issued a replacement SIM to the Customer.

#### 5. PREPAID MOBILE SERVICES

5.1 If specified in the accepted Service Order, the Customer may elect to acquire Prepaid Mobile Services in relation to Prepaid Numbers in accordance with this Service Schedule.

5.2 The provision of the Prepaid Mobile Services is subject to the Customer nominating in writing:

- (a) the hours during which the Prepaid Mobile Services will be available to Prepaid Numbers; and

- (b) the Prepaid Numbers that will be eligible to receive Prepaid Mobile Services.

5.3 The Customer must ensure that each End User who uses the Prepaid Mobile Services:

- (a) is provided with a copy of or otherwise has access to the End User Prepaid Terms; and
- (b) complies with those terms at all times.

5.4 Subject to the Customer's ongoing compliance with the Trading Terms and this Service Schedule, CITIC will provide the Prepaid Mobile Services in respect of a Prepaid Number nominated by the Customer from the Service Start Date for those services to that number and until the earlier of:

- (a) termination of those services under **clause 5.6**;
- (b) termination of this Service Schedule;
- (c) receipt from the Customer of a notice requiring CITIC to cancel the Prepaid Mobile Services in respect of that Prepaid Number; or
- (d) the Customer validly transferring that Prepaid Number away from CITIC to another carrier or service provider.

5.5 The following conditions will apply to the Prepaid Mobile Services:

- (a) the Prepaid Mobile Services will be activated automatically during the nominated hours;
- (b) calls made using the Prepaid Mobile Services will be charged in accordance with the Pricing Schedule;
- (c) CITIC will use the credits in the Prepaid Account to pay for the charges relating to the use of the Prepaid Mobile Services and will terminate a call made using the Prepaid Mobile Services if the Prepaid Account balance is insufficient to cover the cost of the call. If the Prepaid Account balance reduces to zero the End User can continue to receive calls and make account inquiries and emergency service calls;
- (d) CITIC will honor all credits in the Prepaid Account but will not provide any refund for unused credits unless CITIC terminates the Prepaid Mobile Services in accordance with **clause 5.6**;
- (e) the End User can add credits to the Prepaid Account balance (**Recharge**) by calling the number notified to the Customer from time to time and allocating an amount from the End User's credit card. The Prepaid Account will be credited with the amount allocated from the credit card;
- (f) CITIC will not accept any Recharge if it will increase the Prepaid Account balance above the Prepaid Account limit specified by CITIC from time to time;
- (g) if the End User loses or permits another person to use their SIM, CITIC will use the credits in the Prepaid Account to pay for the charges incurred in using that SIM for the Prepaid Mobile Services; and
- (h) where an End User or other third party uses the Prepaid Mobile Services for Roaming or SMS, the Charges for such use will be deducted from the Prepaid Account.

5.6 CITIC is entitled, without incurring any liability to the Customer or an End User, to:

- (a) suspend the Prepaid Mobile Services in accordance with **clauses 5.2 or 9.6** of the Trading Terms and **clause 4.4** of this Service Schedule; and
- (b) terminate the supply of the Prepaid Mobile Services at any time without cause on 30 days notice to the Customer.

#### 6. DEVICES AND SIMS



## Services Agreement

### Service Schedule 2 – Mobile Services

#### 6.1 If a Purchased Device:

- (a) does not function when it is delivered then, subject to the Customer advising the Provider Customer Care Representative of the malfunction as soon as reasonably practicable after becoming aware of the malfunction, for iPhone and BlackBerry handsets to bring to Provider service centre, for other handsets to bring to the respective brand service centers.;
- (b) Not applicable
- (c) ceases to function at any other time during the manufacturer's warranty period for that Purchased Device then, subject to the Customer advising the Customer Care Representative of the malfunction, Customer will arrange for iPhone and BlackBerry handsets to bring to Provider service centre, for other handsets to bring to the respective brand service centers.;
- (d) ceases to function at any time:
  - (i) after the expiry of the manufacturer's warranty period for that Purchased Device; or
  - (ii) during the manufacturer's warranty period for that Purchased Device but in circumstances where the warranty period has been invalidated for any reason, then, subject to the Customer advising the Customer Care Representative of the malfunction, Customer will arrange for iPhone and BlackBerry handsets to bring to the service centre, for other handsets to bring to the respective brand service centers
  - (iii) Not applicable
  - (iv) Not applicable

If the malfunctioning Purchase Device cannot be repaired or the Customer does not approve the quote, CITIC will return the Malfunctioning Device to the Customer and the Customer may, at its discretion, purchase from CITIC a Device to replace the malfunctioning Device. The Customer will be liable to pay CITIC standard Charge for the addition to the cost of any authorized repairs or replacement Device.

#### 6.2 The following conditions will apply to any SIM:

- (a) Title is retained by Provider at all times;
- (b) the SIM is at the Customer's risk immediately on delivery, irrespective of when payment is due from the Customer. If a SIM is damaged, lost or stolen after delivery the Customer will still be liable to pay CITIC for it in full; and
- (c) CITIC has the right disconnect any Designated Number on the grounds that it has been inactive for a period of not less than 3 continuous months.

## 7. LOGISTICS SERVICES

7.1 The Logistics Services will be available to the Customer at the times and in the manner specified by CITIC from time to time.

7.2 If CITIC specifies timeframes for the dispatch and delivery of Purchased Devices and SIMs, CITIC will endeavour to ensure that those timeframes are met, but will have no liability to the Customer or any person claiming through the Customer if dispatch or delivery occurs outside those timeframes.

## 8. MOBILE DATA SOLUTION

#### 8.1 The following terms and conditions apply to the Customer's use of the Mobile Data Solution:

- (a) the Mobile Data Solution may only be accessed with Mobile Data Solution Compatible Devices;

- (b) all conditions imposed by the content provider must be complied with when accessing content using the Mobile Data Solution;
- (c) the Customer is responsible for all equipment and software necessary to use the Mobile Data Solution as well as for the security and integrity of any information the Customer transmits or receives using the Mobile Data Solution;
- (d) the Customer uses the Mobile Data Solution accepting full risk and responsibility in doing so;
- (e) the Customer acknowledges that CITIC and its nominated Provider does not check and is not obligated to monitor the content of information or material available from the Mobile Data Solution or the internet and that CITIC and its nominated Provider is not liable for loss or damage suffered by the Customer or any other person as a result of using information or material obtained using the Mobile Data Solution on the internet, including, but not limited to, loss or damage caused by a virus, worm, Trojan horse, zombie, Keylogger or other form of malicious code; and
- (f) the Customer will not use the Mobile Data Solution for any activities which breach any laws, standards or codes or infringe a third party's rights, or breach any statements, content requirements or codes promulgated by any relevant authority including activities which will require CITIC to take remedial action under any applicable industry code or in a way which interferes with other users or defames, harasses, menaces, restricts or inhibits any other user from using or enjoying the Mobile Data Solution or the internet or which is indecent, obscene or otherwise offensive.

#### 8.2 The Customer acknowledges that:

- (a) the Mobile Data Solution coverage area may be smaller than the coverage area for other digital mobile services;
- (b) the Customer's ability to access, use and download information on the internet or elsewhere will depend on the features and functionality of the Mobile Data Solution Compatible Device being used to do so and the nature and quality of the information being accessed and CITIC does not represent, warrant or guarantee the extent to which a Mobile Data Solution Compatible Device will be able to access, use and download information on the internet or elsewhere; and
- (c) the Mobile Data Solution may be subject to congestion, delays or loss of transmitted data.



## Services Agreement

### Service Schedule 2 – Mobile Services

#### 9. EARLY TERMINATION AND CANCELLATION

If the mobile services are terminated:

- 9.1 In respect of a Designated Number other than in accordance with **clauses 2.6** or **16.2** of the Trading Terms prior to the expiry of the current contract period for that Designated Number; or
- 9.2 by CITIC in accordance with **clause 16.1** of the Trading Terms and the date of termination is prior to the Service Start Date for those Mobile Services; or
- 9.3 in accordance with **clauses 2.7** or **4.7** of the Trading Terms;

The early termination charges payable by the Customer are:

- (a) the amount as specified in the CITIC Mobile Application form;
  - (b) Any other charges for Value Added Serviced multiplied by the number of months remaining in the current contract for that Designated Number (as measured from the date of CITIC's notice of termination of the Agreement or the date of the Customer's notice of cancellation of the Mobile Services), for each Designated Number in respect of which CITIC ceases to provide the Mobile Services;
  - (c) Porting in charges paid by CITIC for early termination of each Designated Number; and
  - (d) Any applicable taxes.
- 9.4 For the purpose of **clause 9.1**, the date on which the Customer commences removing any Designated Numbers from the scope of the Mobile Services in breach of **clause 1.3** will be deemed to be the date of the Customer's notice of cancellation.
- 9.5 The Charges payable pursuant to **clause 16.5(b)** of the Trading Terms in respect of any Purchased Device are an amount equal to the difference between:
- (a) the Charges invoiced to or, if not yet invoiced by CITIC, for which the Customer is otherwise liable to pay in respect of the Purchased Device; and
  - (b) the amounts (if any), paid by the Customer in respect of the Purchased Device.

#### 10. TRANSFER

10.1 Customer should notify CITIC in writing of any transfer of a Designated number by giving 30 days notice.

10.2 Each designated number transferred is subjected to a transfer fee of \$150.00 (excluding GST)

#### 11. All Other Terms and Conditions

11.1 For other terms and conditions, Provider Product and Services Terms and Conditions will apply.

---