



General Terms

This is a legal document that forms part of the Me Sim Customer Terms that apply to your service. You must read and understand all documents that form part of the Customer Terms (including this document, the applicable Service Terms and the offer you choose) before you commence using the service.

Me Sim is a division of Macarthur Telecom (ABN 92 633 474 076)

1. General Terms

The General Terms set out the Me Sim standard terms and conditions that apply to all Services provided by Me Sim who are a division of Macarthur Telecom (ABN 92 633 474 076) and acquired by you.

2. Me Sim Terms

- a) The Customer Terms are made up of:
 - (i) the terms of the offer you choose
 - (ii) the Service Terms that apply to the Service You choose.
 - (iii) these General Terms.
 - (iv) the terms of the Application You complete for the Service You choose.
 - (v) any other documents referred to in the Customer Terms, including the Refund Policy, Privacy Policy, Acceptable Use Policy, Complaints Handling Policy.
- b) If any of the documents that make up the Customer Terms conflict or are inconsistent with each other, the document listed first in Clause 2(a) takes precedence to the extent of the conflict or inconsistency.
- c) You should read all of the Customer Terms carefully so that you understand all of your rights and obligations before You use the Service. You must comply with all of the Customer Terms and so must Me Sim.
- d) You may obtain a copy of any of the documents forming part of the Customer Terms from the Me Sim Website.

2.1 When do the Customer Terms commence?

The Customer Terms commence once you apply to become a Customer, whether or not Me Sim connects you to the Service and opens an Account for you.

2.2 When do the Customer Terms end?

The Customer Terms will continue until you or Me Sim terminate them in accordance with Clauses 11 or 12 of these General Terms or another clause of the Customer Terms.

3. Changing the Customer Terms and the Service

3.1 Changes Me Sim can make

- a) Me Sim may make changes to the Customer Terms and/or Service at any time.
- b) The types of change that Me Sim may make include
 - (i) change to the Customer Terms.
 - (ii) change to the features of its Offers.
 - (iii) change to the Charges.
 - (iv) change to the Services including Mobile Network Coverage Area, device specifications,
 - (v) functions and capabilities; and/or
 - (vi) removal of a Service or Offer from its product range
- c) Me Sim a division of Macarthur Telecom (ABN 92 633 474 076) provides the Services using the Mobile Networks and other services and Mobile facilities that Me Sim does not own or control. Accordingly, Me Sim may be required to make changes to the Customer Terms or a Service if a Me Sim Supplier changes its agreement with Me Sim or the services it provides to Me Sim.

3.2 Changes that benefit or have no impact on you

If Me Sim reasonably considers that a change will benefit you or have no impact on you, then Me Sim will not notify you individually of the change.

3.3 Changes that adversely affect you

- a) Subject to Clauses 3.4 and 3.5, if Me Sim reasonably considers a change is likely to adversely affect you, Me Sim will provide you with at least 30 days' notice in writing of the adverse change before it is due to happen.
- b) If Me Sim notifies you of an adverse change under Clause 3.3(a), then:
 - (i) if you are a Fixed Term Service customer, you have the right to cancel the contract for your Service within 60 days from the date of the notice described in Clause 3.3(a) without incurring any early termination charges other than any charges incurred up to the date of termination; or
 - (ii) if you are a casual service customer, you may cancel the contract for your service at any time without incurring any early termination charges other than any charges incurred up to the date of termination.
- c) If you decide to terminate the Customer Terms for the service in accordance with Clause 11, Me Sim will not charge you any fees or charges

3.4 Mobile Network changes

Me Sim or a Me Sim Supplier may change, suspend or terminate a service to maintain, operate or upgrade any part of the Network. If Me Sim cannot give you 30 days' notice, Me Sim will try to give you as much notice as reasonably possible.

3.5 Urgent changes

Me Sim may make a change to the Customer Terms or a service (including a change that adversely affects you) urgently if required in an emergency, to comply with law, to protect security, or to prevent fraud. If this happens, Me Sim may not be able to give you 30 days' notice, Me Sim will try to give you as much notice as reasonably possible.

4 Getting started Mobile

4.1 Applying to become a Customer

- a. You must complete an application to become a Me Sim customer for each service you select.
- b. You can make an application to become a customer through the Me Sim website or by calling the Sales team number.
- c. In order to successfully complete an application for a service, you must:
 - i. provide acceptable proof of identification, as required by law.
 - ii. meet any eligibility requirements for the service, which may include being over a certain age, having an acceptable credit rating, providing valid proof of identification and being located within the coverage area of the Service.
 - iii. in the case of Mobile Service be 18 years of age or older and provide one or more of the following forms of identification (as requested by Me Sim in order to meet its legal obligations):
 - (A) Australian driver's licence.
 - (B) Medicare card
 - (C) Australian Passport
 - (D) International Passport with Visa (being a permission You hold to travel to and enter Australia and/or remain in Australia)
 - (iv) provide any other information that is reasonably required by Me Sim in order to complete the Application.
- d. Me Sim may collect this information from you at the time of you making you're application for the service or prior to connection of the service.
- e. You may nominate another person to be your authorised representative in relation to your account. Your authorised representative may exercise or waive any rights or obligations in relation to you're account and your service, including entering into any contract on your behalf unless you notify us that person is no longer your authorised representative.

4.2 Connecting to the Service

Me Sim will connect you to the service within a reasonable time after:

- a) You have completed an application
- b) Me Sim has accepted your application; and
- c) You have taken any steps necessary to activate your service, including meeting the eligibility requirements and activation of your service.

4.3 Your Account

- a. Once Me Sim has accepted your application to become a customer, Me Sim will open an account for you within a reasonable time after Me Sim has connected you.
- b. Your account is personal to you and may not be transferred or assigned to any other person.
- c. You must not disclose your account password to a third party and you should immediately change your account password if another person gains unauthorised access to it.
- d. Your account will track your usage of the service, including the amount of any charges, mobile credits and bills in accordance with your offer. If you access this information via the Me Sim Website, it may be up to a few hours old.

5 The Service

5.1 What does the Service give you?

The specific features of the service you choose are set out in the service terms which apply to that service and your offer.

5.2 Provision and standard of the Service

- a. Me Sim will provide the service using the Mobile Network.
- b. Me Sim will provide the service to the standards required by law, including those required under the consumer guarantees in the Australian Consumer Law and customer service guarantees under ACMA's Telecommunications (Customer Service Guarantee) Standard 2011.
- c. Given the nature of the Service (including Me Sims reliance on facilities that Me Sim does not own or control), Me Sim cannot promise that the service or the Mobile Network that supplies the service are free from faults, interruptions and congestion.
- d. Neither Me Sim nor Me Sim's Suppliers can guarantee the secure transmission of communications and data across the Mobile Network.

5.3 Accessing the Service

- a. Your device must be compatible with the Mobile Network. Unless Me Sim supplies you with a device, you must ensure that the device you use to access the service complies with any specifications published on the Me Sim Website.
- b. Your ability to use certain features of the service will depend on the functionality of device and not all features of the service will be available for use with all devices, even if they comply with the specifications published on the Me Sim Website.
- c. Even if your device has the functionality to enable use of all features of the service, there may be other factors which may interfere with your ability to use all features of the service.

5.4 Maintenance and faults of the Service

- a. Me Sim or a Me Sim Supplier may conduct maintenance activities in relation to the Mobile Network or other equipment used by Me Sim or the Me Sim Supplier to provide the service from time to time.
- b. Me Sim's Customer Care is available during the opening hours published on Me Sim Website from time to time for you to report faults relating to the service. You must report any faults with the service to Customer Care after you have taken reasonable steps to ensure that the fault is not caused by equipment owned by you or incorrect use of the service.
- c. Me Sim and Me Sim's Suppliers will use reasonable endeavours to investigate a fault and restore the service as soon as is reasonably practicable following your report of a fault to Customer Care.
- d. You must provide any assistance that Me Sim or a Me Sim Supplier reasonably requires to enable Me Sim or a Me Sim Supplier to investigate a fault and restore the service.

5.5 Optional third-party services

Me Sim may, from time to time, provide you with the ability to obtain an optional third-party service with the services. You acknowledge and agree that any such optional third-party services may require you to enter into an agreement with the relevant third-party service provider before you can receive those third-party services.

6 Your use of the Service

6.1 Your obligations

- a. You are liable for any use of the service, whether or not you have authorised it, including use of the service made by someone else without your knowledge.
- b. In using the service, You must:
 - (i) comply with all laws, regulations and guidelines.
 - (ii) comply with any terms, rules or regulations imposed by a third party whose content, networks or services you may access or use.
 - (iii) comply with all provisions in the Customer Terms.
 - (iv) only use the service for your own personal or business use.
 - (v) comply with all reasonable directions of Me Sim, cooperate with Me Sim and provide any information and reasonable assistance which Me Sim may require from time to time, including in investigating any fraudulent use or other misuse of the Service.
 - (vi) not use or allow another person to use the service for improper or illegal activities.

- (vii) not connect anything to the Mobile Network or use any service in a way that:
 - a. endangers the health or safety of any person or negatively impacts on the normal operation of the Mobile Network or systems over which the service is supplied; or
 - b. damages or interferes with any telecommunications equipment, site, or facility of Me Sim or a Me Sim Supplier.
- (viii) not send excessive unsolicited data to third parties using the service.
- (ix) not menace or harass any person or intentionally cause damage or injury to any person or property or incite hatred against any person.
- (x) not expose Me Sim or a Me Sims Supplier to any liability or risk of any legal or administrative action including prosecution under any law or damage the reputation of Me Sim or a Me Sim Supplier; and
- (xi) not use, transmit, publish or communicate material which is defamatory, false, offensive, immoral, indecent, pornographic, racist, menacing, threatening, abusive, in breach of a person's rights (including Intellectual Property Rights) or confidentiality obligations or which may promote others to engage in such acts.

6.2 Intercept

Me Sim or a Me Sims Supplier may, at any time, monitor and intercept your use of the service if required by law.

6.3 Barring of calls and services

At your request, Me Sim will bar certain call types, except for emergency calls to 000, 106 or 112

7 Charges

7.1 What are the Charges?

- (a) Me Sim will charge you for access to and use of the service including any feature of the service in accordance with the applicable service terms and your offer.
- (b) All Charges are inclusive of GST if any.

7.2 Promotions

- (a) Me Sim may offer free or discounted components of the services as part of promotions from time to time.
- (b) You must comply with the terms and conditions associated with those promotions if you participate in the promotion.
- (c) Me Sim may withdraw promotions without notice at any time.

7.3 Monitoring Charges You incur

- (a) The service includes several tools to assist you to monitor and manage the charges you incur in relation to the service.
- (b) These may include from time to time the following notifications and Me Sim will use its reasonable endeavours to ensure that you receive this information promptly but cannot guarantee that you will receive it in real time:
 - (i) You will receive an SMS when you have reached 50%, 85% and 100% of your included call value.
 - (ii) You will receive an SMS when you have reached 50%, 85%, 100% of your data allowance.
 - (iii) depending on the service, you can also monitor your usage via the Me Sim Manage My Account login
 - (iv) You may also contact Customer Care.

8 Bills and Payment

8.2 Post-paid Mobile Service

- (a) You will receive a regular bill for charges for your Post-paid Mobile Service. Me Sim may also issue you with an interim bill at any time. The charges set out on your bill may not always correspond to the exact period of usage of the Post-paid Mobile Service. Your bill will specify the relevant period to which the charges relate.
- (b) Your bill will be provided to you via an email address or postal address depending upon the option you have selected on your application for your service. You acknowledge and agree that it is your responsibility to:
 - (i) ensure that you provide Me Sim with a valid email address
 - (ii) monitor your email mailbox to ensure that it has adequate settings (for example, Mobile 'Promotional' and 'Junk Email' folders) and space to enable receipt of bills from (ii) monitor Your email mailbox to ensure that it has adequate settings (for example, Mobile 'Promotional' and 'Junk Email' folders) and space to enable receipt of bills from Me Sim.
 - (iii) notify Me Sim of any changes to your email address that you wish to use to receive bills for your service.
- (c) Me Sim will use its reasonable efforts to deliver your bill to your email address specified in your application (or the email address that you subsequently provide to Me Sim). All Charges set out in that bill will be payable by you on the date specified in that bill even if you were unable to receive, access or read your bill.

- (d) Your bill may not include itemisation of all charges that you have incurred during the period for which the bill relates. You may access itemised charges for your bill via the Me Sim My Account Login or by calling the Customer Care number.
- (e) You may request a copy of a specific bill to be provided to you by calling the Customer Care number and can also access this directly via your My Account Login
- (f) If you fail to pay your bill by its due date, you will be charged a late payment fee of \$15. Me Sim may also restrict, suspend or cancel your service in accordance with Clause 12.

9 Your other obligations

The information contained in Your Application for a Service must be true and correct to the best of your knowledge, information and belief.

10 Suspension of Your access to the Service

- (a) Me Sim may, without liability, limit, restrict or temporarily suspend, Your access to the service or any part of the service, if:
 - (i) Me Sim or a Me Sims Supplier needs to conduct maintenance on or repair a Mobile Network or the service or for other similar operational reasons.
 - (ii) Me Sim or a Me Sims Supplier is required to do so for emergency reasons or events beyond Me Sims' control, including in response to a threat to public health or safety or the health and safety of an individual, coverage, technical or capacity reasons or due to the actions of a Me Sims Supplier.
 - (iii) Me Sim or a Me Sim Supplier is required to do so by the relevant government authorities or by law.
 - (iv) You have notified Me Sim that the Me Sim Equipment or Account Password that you received from Me Sim for use with the service has been lost or stolen.
 - (v) You materially breach any of the Customer Terms, including the Acceptable Use Policy.
 - (vi) Me Sim has reasonable grounds to believe that you have provided false or misleading information.
 - (vii) Me Sim has reasonable grounds to believe that your use of the service will give rise to a threat or risk to the security and/or integrity of the Mobile Network and the Service or is causing a fault; or
 - (viii) Me Sim has a right to do so in the Service Terms for the service.

- (b) If Me Sim suspends your access to the service for any of the above reasons, other than for reasons set out in Clause 10(a)(vii), Me Sim will endeavour to give you as much notice as reasonably possible before suspending the Service.
- (c) If Me Sim suspends your access to the service for the reasons set out in Clause Mobile 10(a)(i) to 10(a)(iii), Me Sim will only continue the suspension for so long as is reasonably necessary to address the event giving rise to the suspension.
- (d) If Me Sim suspends your access to the service for any of the reasons set out in Clauses 10(a)(v) to 10(a)(viii), Me Sim may charge you the re-connection fee specified in the Customer Terms or on the Me Sim Website when Me Sim lifts the suspension.

11 Termination by You

- (a) You may terminate the Customer Terms and close your account at any time without cause. You will not be entitled to any refund or credit in relation to unused value or credit for services which are terminated. You may also be required to pay Me Sim any applicable early termination charges if you are a Fixed Term Service customer and you terminate the Customer Terms before the expiry of your contract term.
- (b) You may terminate the Customer Terms and close your account immediately by giving notice to Customer Care if:
 - (i) Me Sim materially breaches the Customer Terms and:
 - (A) Me Sim is not able to remedy the material breach within 30 days after you provide notice in writing that you require Me Sim to do so; or
 - (B) the material breach is not capable of being remedied;
 - (ii) Events beyond Me Sims control prevents Me Sim from supplying the service for more than 30 days; or
 - (iii) You are entitled to do so under the Australian Consumer Law.
- (c) If You terminate the Customer Terms under Clause 11(b), then:
 - (i) in respect of your Post-paid Mobile Service (if applicable), you will not be required to pay the applicable early termination charges. However, you will still be responsible for any charges incurred by you prior to the events under Clause 11(b).

12 Termination by Me Sim

12.1 Fixed Term Service

- (a) In relation to any Fixed-Term Service, Me Sim may, without liability, terminate the Customer Terms prior to expiry of your contract term at any time by giving reasonable notice to You and by either:
- (i) obtaining your consent to do so;
 - (ii) providing you with appropriate compensation for such termination; or
 - (iii) offering an alternative service to you. Mobile
- (b) Me Sim will not charge you any early termination charges in the event of a termination described in Clause 12.2(a).

12.2 Casual Service

In relation to any casual service, Me Sim may, without liability, terminate the Customer Terms at any time by giving notice to you and you will not be liable to pay any early termination charges.

12.4 All Services

- (a) Me Sim may, without liability, terminate the Customer Terms immediately by notice to you if:
- (i) You materially breach the Customer Terms and:
 - (A) You are not able to remedy the material breach within 30 days after Me Sim provides notice in writing that Me Sim requires you to do so (including your failure to pay any charges on time); or
 - (B) the material breach is not capable of being remedied.
 - (ii) Me Sim has reasonable grounds to believe that you or any other person in connection with the service provided to you have provided false or misleading information;
 - (iii) Me Sim has reasonable grounds to believe that you or any other person in connection with the service provided to you have or are engaging in fraudulent, illegal or unacceptable conduct (including infringement of another person's rights) with, using or in relation to the service or any part of the service;
 - (iv) Me Sim has reasonable grounds to believe that your use of the service will give rise to a threat or risk to the security and/or integrity of the Mobile Networks and the service;
 - (vi) Me Sim is unable to supply the service for more than 30 days due to Events Beyond Me Sims' control, or due to coverage, technical or capacity reasons, or due to the actions of a Me Sim Supplier;

- (vii) Me Sim decides that it will no longer offer the service. However, Me Sim will endeavour to give you as much notice as possible if it decides that it will no longer offer the service;
 - (viii) You ask Me Sim to close your account;
 - (ix) You die; or
 - (x) Me Sim has a right to do so in the Service Terms for the service.
- (b) If Me Sim terminates Your Service under Clauses 12.4(a)(v), 12.4(a)(vi) or 12.4(a)(viii), You are entitled to:
- (i) if your service is a Post-paid Mobile service, a refund of any charges you have paid in advance for the service. You will not be required to pay any applicable early termination charges for your service. However, Me Sim may deduct amounts that You owe Me Sim from any refund.
- (c) If termination is not under Clauses 12.4(a)(v), 12.4(a)(vi) or 12.4(a)(viii), any charges you have paid in advance for the service, including any remaining credit in your account will be forfeited and in the case of a Fixed Term Service, you may be required to pay Me Sim any applicable early termination charges.

13 Consequences of termination

On termination of the Customer Terms:

- (a) Me Sim will stop providing the service to you, will disconnect you from the Service and the Networks and will close your account;
- (b) You will no longer be able to use the service; and
- (c) You will not be able to use any number associated with your service unless you have successfully ported the number to another telecommunications service provider.

14 Me Sim Liability to You

14.1 Terms, conditions or warranties implied by law

- (a) Nothing in the Customer Terms excludes, restricts or modifies rights you may have under the Australian Consumer Law or any other law in relation to the goods or services provided under the Customer Terms.
- (b) Under the Australian Consumer Law a number of consumer guarantees apply to the supply of goods or services which cost less than \$40,000 or are normally acquired for personal, domestic or household use (and, in the case of goods, are not re-supplied by you), including that:
 - (i) goods are of acceptable quality (unless Me Sim specifically made known to you the reasons why the goods may not be of acceptable quality before purchase);
 - (ii) goods are fit for any purpose Me Sim has disclosed them to be reasonably fit for;
 - (iii) goods match the description, sample or demonstration model provided to You;
 - (iv) goods and services comply with any express warranty given in relation to the them; and
 - (v) services are provided with due care and skill, the services and any product resulting from the services are fit for any disclosed purpose and the services are provided within a reasonable time, if no time is fixed for supply of the services.
- (c) Me Sim is liable to you under the Australian Consumer Law if it breaches any of the consumer guarantees.

14.2 Other matters for which Me Sim is liable to You

In addition, but subject to Clause 14.3, Me Sim is liable to You for:

- (a) Me Sim's breach of the Customer Terms;
- (b) any other matter for which the liability of Me Sim may not be excluded at law.

14.3 When Me Sim is not liable

All limitations of Me Sims liability in this Clause 14.3 are subject to Clause 14.1 and do not apply to the extent that they are contrary to law.

- (a) Me Sim is not liable to you in contract, tort (including negligence), statute, equity or otherwise, for any Consequential Loss.
- (b) Me Sim is not liable to you for failing to comply with the Customer Terms if that failure results from:
 - (i) Events beyond Me Sims Control;

- (ii) a suspension of the service or operation of Network by Me Sim in accordance with Clause 10;
 - (iii) maintenance or outages;
 - (iv) faults or defects in the services to the extent that they are caused by your own conduct or misuse of the service, including any feature, aspect or component of the service; and/or
 - (v) any faults, interruptions, congestion and compromised security to the Network beyond the reasonable control of Me Sim, including where caused by a Me Sim Supplier.
- (c) Me Sim is not liable to you under or in connection with the Customer Terms, whether in contract, tort (including negligence), statute, equity or otherwise, if Me Sims aggregate liability to you under or in connection with the Customer Terms exceeds an amount equal to the total charges paid by you in the period of 6 months prior to your claim.

15 Your liability to Me Sim

15.1 When You are liable to Me Sim

Subject to Clause 15.2, You are liable to Me Sim for:

- (a) Your breach of the Customer Terms;
- (b) any other matter for which liability may not be excluded at law.

15.2 When You are not liable

- (a) You are not liable to Me Sim in contract, tort (including negligence), statute, equity or otherwise, for any Consequential Loss.
- (b) You are not liable to Me Sim under or in connection with the Customer Terms, whether in contract, tort (including negligence), statute, equity or otherwise, if your aggregate liability to Me Sim under or in connection with the Customer Terms exceeds an amount equal to the total charges paid by you in the period of 6 months prior to Me Sim's claim.

16 Personal Information

- (a) If you do not provide Me Sim with your personal information as required by law, Me Sim is entitled to refuse to provide you with the service.
- (b) Me Sim will use your personal information to provide the service to you, create and maintain your account, enable you to communicate using the service, allocate charges, provide you with updates and changes to the service and generally keep you informed about the service.
- (c) Additionally, Me Sim may collect information about the way you use the service, your preferences and your location when using the service.
- (d) Your calls to Customer Care may be monitored for training and quality purposes.

- (e) Me Sim may collect your personal information from third parties if it is unreasonable or impracticable for Me Sim to obtain that personal information from you directly, including where Me Sim obtains your personal information from:
 - (i) a credit reporting agency or credit provider; or
 - (ii) a Me Sims Supplier.

- (f) Me Sim may contact you with information about new developments, products, services and special offers by post, telephone, email or SMS.

- (g) Notwithstanding s 18(1) of the Spam Act 2003:
 - (i) if Me Sim sends you a message, it will not contain an unsubscribe facility; and
 - (ii) You may, at any time, opt-out of receiving marketing material by contacting hello@mesim.com.au

- (h) You consent to Me Sim:-
 - (i) sharing your personal information with other members of the Me Sim group of companies;
 - (ii) sharing your personal information with Me Sims Suppliers in connection with Me Sims provision of services to you, or Me Sims agents, contractors or other service providers and sharing your personal information with organisations and contractors that assist Me Sim with billing and debt-recovery function (including assignment of Me Sims' debts to third parties);
 - (iii) sharing your personal information with other providers of telecommunications services in connection with Me Sims' provision of services to you, including in respect of any porting request or if we are investigating a possible fraud;
 - (iv) sharing or authorising a Me Sims Supplier to share your personal information with other Carriers or Carriage Service Providers where you acquire telecommunication services from those Carriers or Carriage Service Providers (e.g. by dialling an override code or Carriage Service Provider specific access code):
 - (A) for the purposes of billing and marketing to you; and
 - (B) as required or authorised under law, regulation or industry codes (including the ACIF C515:2005 Pre-selection Code); and/or
 - (v) In order to identify and address problems with the systems used to provide information about your service Me Sim may use Me Sims' Suppliers located overseas. These Suppliers may need to access your personal information in order to perform this work.
 - (vi) disclosing your personal information as authorised by law, including providing your details for inclusion in the Integrated Public Number Database as required for emergency services.

- (i) You consent to Me Sim Suppliers collecting, storing, using and disclosing your personal information, including by using such personal information to contact you directly, for purposes in connection with the provision of the services to you.
- (j) Me Sim may, from time to time, provide you with the ability to obtain an optional third-party service with the services. If so, then you acknowledge that you may have to provide your personal information to that third-party service provider to receive the service. If you do not do so, then Me Sim and/or the relevant third party service provider may not be able to provide you with that service.
- (k) By providing Me Sim with your personal information, you agree to the collection, recording, use and disclosure of your personal information in accordance with this Clause 16 and the Privacy Policy.

17 Miscellaneous

17.1 Complaints

- (a) If You are unhappy with any aspect of the service provided to you under these Customer Terms, you can speak with one of Me Sims consultants by contacting Me Sim, by writing to Me Sim.
- (b) Me Sim will investigate all complaints in accordance with the Complaints Handling Policy, a copy of which can be found on the Me Sim Website. If You require a hard copy of the Complaints Handling Policy, please contact Me Sim.
- (c) If Me Sim cannot resolve a complaint to your satisfaction, you may contact the Telecommunications Industry Ombudsman, the Australian Communications and Media Authority, the Australian Competition and Consumer Commission or a State Office of Fair Trading. The Telecommunications Industry Ombudsman is a dispute resolution service for small business and residential customers who have a complaint about their telephone or internet service in Australia. The ACMA, the ACCC or a State Office of Fair Trading can inform you about your rights and responsibilities as a consumer and offer you advice about how to resolve problems or make a complaint.

17.2 Special Assistance

If you have a sight or hearing impairment or have language difficulties, you or a nominated person will need to inform a Me Sim consultant, by contacting Me Sim, of your needs and the Me Sim consultant can determine whether Me Sim can provide you with the required assistance.

17.3 Assignment

- (a) Me Sim may transfer your account, personal information and your services to another telecommunications provider on the condition that the telecommunications provider continues to provide the services to you on substantially the same terms and conditions as Me Sim provides them to you.

- (b) Me Sim will endeavour to give you as much notice as is reasonably practicable of any transfer under Clause 17.3(a).
- (c) You may assign any of your rights and/or obligations under the Customer Terms to any third party provided that you have first obtained Me Sims consent.

17.4 Notices

- (a) A notice issued by you under the Customer Terms must be in writing.
- (b) A notice issued by Me Sim under the Customer Terms may be provided by Me Sim:
 - (i) delivering the information to you in person;
 - (ii) sending the information by pre-paid post to the address listed in Me Sims' records for you;
 - (iii) if the notice relates to a Mobile Service, sending the information to your Mobile Number by SMS;
 - (iv) transmitting the information to your email address if you have an email address and have given us your consent to send information to that address;
 - (vi) by informing you by recorded message, SMS or in writing how to receive the information which is:
 - (A) published on the Me Sim Website;
 - (B) provided through a recorded voice message announcement on the Me Sim number; or
 - (C) included in the information in your account for you to view online at the Me Sim Website.
- (c) A notice issued by Me Sim to you under the Customer Terms will be taken to be received:
 - (i) when it is left at the address supplied by you;
 - (ii) on the fourth day after posting, when sent by ordinary post to the address supplied by you; or
 - (iii) at the time of successful transmission when sent by email or SMS or
 - (iv) the later of when you have been notified that it is available and:
 - (A) when it is posted as a recorded voice announcement at the Me Sim number; or
 - (B) when it is posted on the Me Sim Website.

17.5 Severance

- (a) If any part of the Customer Terms is void or unenforceable, then that part will be taken to be removed and will no longer be a part of the Customer Terms.
- (b) The remaining parts of the Customer Terms will continue to have full force and effect.

17.6 Entire Agreement

- (a) The Customer Terms contain the complete understanding between You and Me Sim to the exclusion of any prior or collateral agreement or understanding of any kind relating to the Service.
- (b) To the extent that there is an inconsistency between the Customer Terms and any brochures or other advertising material relating to the services, then the Customer Terms prevail.

17.7 Waiver

- (a) Any waiver of any rights under the Customer Terms must be in writing.
- (b) Giving up a right under the Customer Terms in a particular instance, does not mean that that right is given up generally.
- (c) Failure to exercise a right in a timely manner will not constitute acceptance of the matter nor suggest a waiver of any right or remedy arising in relation to that matter.

17.8 Governing Law

The Customer Terms are governed by the laws of NSW.

17.9 Information about Your rights

Information about your rights can be obtained by contacting the Australian Communications and Media Authority, the Telecommunications Industry Ombudsman, the Australian Competition and Consumer Commission or the relevant Office of Fair Trading or Department of Consumer Affairs in your State or Territory

18 The meaning of terms used in the Customer Terms

The meaning of certain words and abbreviations used in the Customer Terms are set out below.

Singular words include the plural equivalent and vice versa.

Grammatical variations of a word defined in the Customer Terms have a corresponding meaning.

Where the word “including” is used in the Customer Terms, it should be read as “including but not limited to”.

Acceptable Use Policy means the document which sets out Me Sims’ policies in relation to the acceptable and unacceptable uses of the Service.

Account means an account set up in your name which is linked to your Service and which contains all records about you, including your usage records, charges you incur, Payment Method you use and any personal information that you have provided to Me Sim.

Account Password means the unique password which you establish to be used by Me Sim to identify you when you are seeking to access or change details in your account.

Activate means the process which you must undertake in order for Me Sim to start providing you with services.

Application means an application for a service whereby you either: give a verbal voice recording; register online; or subscribe to the service by any other means that Me Sim may provide to you for that purpose from time to time.

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Commonwealth).

Carrier means a telecommunications or other service provider that is a carrier as defined in the Telecommunications Act (Cth) 1997.

Carriage Service Provider means a telecommunications or other service provider that is a carriage service provider as defined in the Telecommunications Act (Cth) 1997.

Casual Service means a Post-paid Mobile Service provided on a month-to-month basis and without a minimum term.

Charge means any charge related to the service, a feature of the service, your selected recharge and any other amounts payable by you under the Customer Terms.

Complaints Handling Policy means the document which sets out Me Sims internal complaints handling procedure and which outlines the steps involved in responding to a complaint, including information about timeframes for response, what steps Me Sim will take to investigate the complaint, the escalation process if the complaint is not resolved adequately at the first instance and information about other avenues available to you to resolve the complaint. You can access the Complaints Handling Policy through the Me Sim Website.

Connected means connected to the service and the Network.

Consequential Loss means any loss which is indirect, consequential, incidental or special, a loss of revenue, a loss of profits, a loss of anticipated savings, a loss of goodwill, and/or reputation, lost opportunities, loss of business, a loss of data, and/or any loss in connection with a claim of a third party.

Content means any music, video, SMS, data, software, information, service or other content which you may access, use, receive, download, upload or transmit when using the service.

Credit means the dollar value in your account from which you will pay for the services you use.

Credit Card means any credit card accepted by Me Sim as a form of payment for any charges you incur for the service, from time to time.

Credit Expiry Period means the number of days, months or years, as applicable, from the date of connection or the date of recharge, that you have to use or add to the credit in your account.

Customer means a person who enters into the Customer Terms for the purposes of being supplied a service or who otherwise acquires a service from Me Sim as detailed in the Application form.

Customer Terms is defined in Clause 2(a). Data Add-on means a recharge that is specified as being a 'Data Add-on' that may attach to certain base recharges. A Data Add-on may be a recurring or once off, as specified.

Debit Card means any debit card accepted by Me Sim as a form of payment for any charges you incur for the service, from time to time.

Disconnect means the process by which Me Sim stops your access to the service and the Network.

Events beyond Me Sims control means an event or circumstance beyond the reasonable control of Me Sim, including any act of God, civil disorder, war, terrorism, riots, rebellions, revolution or any other unlawful act against public order or authority, national or local emergency, elements of nature, fire, flood, earthquake, cyclone, explosion, loss of power, strike, lockout, industrial action, or the act or omission of any Government Agency, or failure in another telecommunications service provider's network.

Fixed Term Service means a service that is acquired on a minimum term basis as set out in the applicable Service Terms. At the end of the minimum term and unless specified otherwise in the Service Terms or agreed with you, a Fixed Term Service will become a Casual Service for the purposes of these General Terms.

General Terms means this document.

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

GST means the tax introduced by the A New Tax System (Goods and Services Tax) Act 1999 and the related imposition Acts of the Commonwealth.

International Calls means calls to and from your service to a mobile or landline handset connected to a public telecommunication network overseas or to any landline connected to a public fixed line telecommunications network overseas.

Intellectual Property Rights means all rights conferred under statute, common law and equity in Mobile and in relation to trademarks, trade names, logos, inventions, patents, designs, copyright, circuit layouts, confidential information, know-how and trade secrets and all rights and interests in them or licences to use any of them.

International Roaming means using your service on networks operated by other suppliers in countries outside Australia.

Loss means loss, damage, liability, charge, expense, outgoing or cost (including all legal and other professional costs on a full indemnity basis) of any nature or kinds.

Me Sim means Me Sim which is a division of Macarthur Telecom Pty Ltd ABN: 92 633 474 076.

Me Sim Equipment means any equipment supplied by Me Sim or a Me Sim Supplier to you to enable you to access and use the service and the Networks, other than any equipment that you purchase.

Me Sims Supplier means any supplier of goods or services which is used directly or indirectly by Me Sim in the supply of the Service and any features of the Service, including other Carriers, Carriage Service Providers, telecommunications service providers or mobile handset manufacturers.

Me Sim Website means the website at www.mesim.com.au as updated from time to time.

MMS means Multimedia Messaging Service that includes multimedia objects such as images, audio, video and content rich SMS.

Mobile Network means the mobile telecommunications network that Me Sim uses to provide the Mobile Service from time to time. Me Sim uses part of Telstra's 4G and 3G mobile network.

Mobile Network Coverage Area means the coverage area in which you can access the Mobile Service. For the latest information on the coverage area, visit the Me Sim Website.

Mobile Number means your mobile service number allocated pursuant to the Telecommunications Numbering Plan.

Mobile Service means the mobile telecommunications services that Me Sim supplies under the Customer Terms.

MPS Code means the Mobile Premium Services (MPS) Code C637:2011 (Variation No. 1-2014) registered by the Australian Communications and Media Authority.

Offer means an offer available from Me Sim to enable customers to acquire and use the service.

Payment Method means the method you choose to pay for the service.

Personal Information means information about you including your name, address and other details and from which your identity is apparent or can be ascertained and is further defined in the Privacy Act 1998 (Cth).

Post-paid Mobile Service means the mobile telecommunications service that Me Sim supplies under these Customer Terms, where you post-pay monthly in arrears for your use of the service.

Premises means premises owned or occupied by you or at which you receive the service.

Premium Services means information and entertainment which can be downloaded to a mobile handset and includes, without limitation: ringtones, wallpapers, games, music tracks and videos; news, weather, sports results; entering quizzes, voting in TV competitions; and chat groups, dating services and horoscopes and regulated under the MPS Code.

Premium SMS means an SMS which is charged at a higher rate than Standard SMS.

Privacy Policy means the privacy policy, which sets out how Me Sim collects and uses your Mobile personal information. You can access the Privacy Policy by visiting the Me Sim website or you may request a hard copy by contacting Me Sim.

Service means the service you have chosen to acquire from Me Sim, unless the context requires otherwise.

Service Terms means the document entitled "Service Terms" which relates to a particular Service and sets out the terms and conditions that are specific to that service.

SMS means short message service and is a communications service allowing the interchange of short text messages of up to 160 characters each from a mobile telephone, phone or computer service to another such service.

Standard MMS means MMS excluding video MMS. Standard SMS means sending from within Australia an SMS from your service, to another Australian mobile service also connected to a public mobile telecommunications network in Australia, fixed line phone (excluding 13, 1300, 18 and 1800 numbers) service within Australia or computer service within Australia.

Standard SMS excludes, without limitation, Premium SMS, MMS, WAP services and Content.

Tax Invoice means the definition given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Telecommunications Numbering Plan means the Telecommunications Numbering Plan 1997, which establishes a framework for the numbering of carriage services in Australia.

WAP means Wireless Application Protocol which is an open international standard for application layer network communications in a wireless communications environment. Its main use is to enable access to the Internet from a mobile handset. A WAP browser provides all of the basic services of a computer based web browser but simplified to operate within the restrictions of a mobile handset.

You (Your) means you, a Customer or prospective Customer