

DICTIONARY

This document sets out what terms that appear like *this* in the *Agreement* mean.

3G/HSPA	Third Generation mobile technology operating on 850Mhz spectrum (with some overflow to 2100MHz spectrum).
3G/HSPA network	The 3G network of <i>TeleChoice</i> or a <i>supplier</i> to <i>TeleChoice</i> , used to transmit 3G/HSPA services.
account	The <i>account</i> for the <i>service</i> that <i>we</i> open in <i>your</i> name after <i>we</i> have accepted <i>your application</i> .
Agreement	The terms and conditions on which <i>we</i> agree to supply the <i>service</i> to <i>you</i> .
Appendices	The appendices containing information relevant to the <i>service</i> .
Application	The part of the <i>agreement</i> which is the <i>application</i> you complete to ask <i>us</i> to supply the <i>service</i> to <i>you</i> . An <i>application</i> can be for a new <i>service</i> , or for an upgrade of an existing <i>service</i> .
Australian Consumer Law	The Australian Consumer Law set out in Schedule 2 of the <i>Competition and Consumer Act 2010 (Cth)</i> .
call	Any type of call set out, or otherwise referred to in, the <i>service description</i> .
cancel the service	When the <i>service</i> is cancelled and the <i>agreement</i> then ends.
cancellation date	The date: <ul style="list-style-type: none"> (a) 30 days after <i>you</i> notify <i>us</i> that <i>you</i> want to cancel the <i>service</i>, unless <i>we</i> agree to end the <i>agreement</i> earlier; or (b) the date at least 30 days after <i>we</i> notify <i>you</i> that <i>we</i> will be <i>cancelling the service</i>; or (c) as otherwise set out in the <i>agreement</i>.
cancellation fee	The cancellation fee or termination charge (or <i>early termination fee</i> or <i>early termination charge</i>) that <i>we</i> may charge <i>you</i> upon <i>cancellation of the service</i> .
carriage service provider	Has the same meaning as in the <i>Telecommunications Legislation</i> .
carrier	Has the same meaning as in the <i>Telecommunications Legislation</i> .

CND	Calling Number Display, being a functionality that displays the caller's telephone number to the recipient of the <i>call</i> .
Competition and Consumer Act	The <i>Competition and Consumer Act 2010 (Cth)</i> as in force from time to time.
connection fee	The connection fee (if any) set out in the <i>pricing table</i> .
Consequential loss	Any <i>loss</i> of revenue or profits, <i>loss</i> of anticipated savings, <i>loss</i> of data, <i>loss</i> of value of equipment, any penalties or fines imposed by a <i>regulator</i> and any <i>loss</i> that is an indirect <i>loss</i> .
consumer	A person who acquires and uses the <i>service</i> for personal, domestic or household use only.
Content	Content is: (a) all forms of information, including text, pictures, animations, video, sound recordings, software, separately or combined, and (b) any <i>content</i> service, that is sent and/or received across a <i>network</i> .
credit rating	Information about <i>your</i> credit worthiness, credit history or credit capacity that credit providers are entitled to give to each other under the <i>Privacy Act 1998 (Cth)</i> .
current	Available at the time.
data allowance	The amount of maximum <i>data usage</i> that can be used in a given billing month as set out in <i>your pricing plan</i> . <i>Data allowance</i> is measured in Kilobytes (Kb). For <i>our</i> mobile products and <i>services</i> 1MB = 1024Kb
data usage	The amount of data that <i>you</i> have <i>uploaded</i> and <i>downloaded</i> in a given billing month, measured in MB.
download	To move data from <i>our network</i> to <i>your</i> connected device.
early termination fee, early termination charge	The same meaning as <i>cancellation fee</i> .
end user	Any person: (a) who <i>you</i> ask <i>us</i> to supply the <i>service</i> directly; or (b) who <i>you</i> resupply the <i>service</i> to, or allow to distribute the <i>service</i> ; or (c) who <i>you</i> allow to use the <i>service</i> , or

	(d) who <i>you</i> supply any goods or services to which use or rely on the <i>service</i> .
equipment charges	Any payment for equipment purchased from <i>us</i> .
Equipment Payment Plan	Any <i>Equipment Payment Plan</i> described in <i>Appendix C</i> .
equipment owned by us	Any equipment <i>we</i> , or <i>our personnel</i> , may provide to <i>you</i> to use in connection with the <i>service</i> that is owned by <i>us</i> .
excluded event	Is: (a) a breach of the <i>agreement</i> by <i>you</i> ; or (b) a negligent or fraudulent act or omission by <i>you</i> or any of <i>your personnel</i> , or (c) a failure of any of <i>your</i> equipment.
Fair Use Policy	The TeleChoice Fair Use Policy as set out in <i>Appendix B</i> .
fixed-length agreement	An <i>agreement</i> that has a <i>minimum fixed term</i> , during which time neither <i>you</i> nor <i>we</i> are free to change the terms of the <i>agreement</i> or to <i>cancel the service</i> , other than as expressly permitted under the <i>agreement</i> . A month-to-month <i>agreement</i> is not a <i>fixed-length agreement</i> .
flagfall	Has the same meaning as means <i>connection fee</i> .
general terms	The part of the <i>agreement</i> titled <i>general terms</i> .
HSPA	High-Speed Packet Access, which is a 3G mobile telephone protocol which provides for UMTS based <i>networks</i> to increase their data transfer speeds and capacity.
IMEI blocking	Where <i>your</i> mobile phone or modem is blocked from being able to be used for communications.
insolvency event	Is when: (a) bankruptcy proceedings are commenced against <i>you</i> , or <i>you</i> are declared bankrupt; or (b) any step is taken to enter into any scheme of arrangement between <i>you</i> and <i>your</i> creditors; or (c) any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of <i>your</i> assets or business; or (d) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person to <i>you</i> or to the whole or any part of <i>your</i> assets or business; or

	<p>(e) <i>you</i> suspend payment of <i>your</i> debts generally; or</p> <p>(f) <i>you</i> are, or become, unable to pay <i>your</i> debts when they are due or <i>you</i> are, or are presumed to be, insolvent for the purposes of any provision of the <i>Corporations Act 2001</i> (Cth).</p>
Intellectual Property Rights	Any intellectual property rights (including any registered or unregistered trademarks, patents, designs, or copyright) anywhere in the world.
International roaming	The ability to use an overseas <i>network</i> when travelling overseas.
intervening event	An event outside <i>your</i> or <i>our</i> reasonable control which interferes with the operation of the <i>network</i> that <i>we</i> use to supply the <i>service</i> and which results in continued disruption of the <i>service</i> .
loss	Any loss, cost, liability or damage.
minimum monthly charge, minimum monthly fee, minimum monthly payment, minimum monthly plan fee, minimum monthly spend	The fixed monthly payment for access to the <i>service</i> payable monthly, regardless of actual use of the <i>service</i> .
minimum term	The period of time that <i>you</i> have agreed to receive the <i>service</i> under a <i>fixed-length agreement</i> .
mobile phone, mobile handset	A <i>mobile phone</i> .
network	Any interconnected telecommunications equipment, <i>facilities</i> , or cabling used in connection with <i>our</i> provision of the <i>service</i> .
notice in writing	Giving notice to <i>you</i> in person, sending it to <i>you</i> by mail or to <i>your</i> email address by bill message or bill insert and informing <i>you</i> of how to obtain information about the change.
non fixed-length agreement	An <i>agreement</i> that does not have a <i>minimum term</i> , or a <i>fixed-length agreement</i> where the <i>minimum term</i> has expired. A month-to-month <i>agreement</i> is a <i>non fixed-length agreement</i> .
Numbering regulations	The Australian Communication and Media Authority's Numbering Plan and Telecommunications Numbering Plan Number Declarations.
our network	The <i>network</i> which <i>we</i> use to supply the <i>service</i> to <i>you</i> , whether the <i>network</i> is owned and operated by us or by any <i>supplier</i> to us.

<i>personal information</i>	Information about <i>you</i> from which <i>your</i> identity is apparent or can reasonably be ascertained.
<i>personnel</i>	A party's employees, agents, contractors or other representatives.
<i>phone number</i>	The phone number <i>you</i> choose to use for the <i>service</i> , or which <i>we</i> select and issue to <i>you</i> in accordance with the <i>Numbering Regulations</i> .
<i>premises</i>	Locations: (a) at which <i>we</i> supply the <i>service</i> ; and/or (b) to which <i>we</i> need to have access to supply the <i>service</i> .
<i>pricing plan</i>	The part of the <i>agreement</i> titled <i>pricing plan</i> as set out in the <i>pricing tables</i> .
<i>pricing table</i>	The part of the <i>agreement</i> titled <i>pricing table</i> .
<i>port</i>	To <i>transfer your phone number</i> from one <i>carrier</i> or <i>carriage service provider</i> to another <i>carrier</i> or <i>carriage service provider</i> in respect of <i>your service</i> .
<i>port authorisation form</i>	Is the form that <i>we</i> use that is required to be completed for <i>your phone number</i> to be ported.
<i>regulator</i>	Any of the following: the Australian Communications and Media Authority, the Australian Competition and Consumer Commission, the Australian Communications Industry Forum Limited, the Telecommunications Industry Ombudsman; any other applicable government or statutory body or authority.
<i>related corporation</i>	Has the meaning given to that term in section 50 of the <i>Corporations Act 2001</i> (Cth).
<i>relevant advertising material</i>	Any current brochure, customer guide or pricing guide published from time to time by <i>us</i> in connection with the <i>service</i> .
<i>secondary contact</i>	Another person nominated and authorised by <i>you</i> to receive access to and operate <i>your account</i> on <i>your</i> behalf in accordance with the <i>agreement</i> .
<i>service</i>	The <i>service</i> specified in the <i>application</i> and described in the <i>service description</i> and any related goods or equipment and ancillary services that <i>we</i> supply to <i>you</i> in connection with that <i>service</i> .
<i>service description</i>	The part of the <i>agreement</i> titled <i>service description</i> .
<i>service start date</i>	The date on which <i>we</i> start supplying that <i>service</i> to <i>you</i> , unless otherwise specified in the <i>service description</i> .

<i>SIM card</i>	A subscriber identity module (SIM) card.
<i>special</i>	A special promotion or offer made by <i>us</i> in respect of the <i>service</i> .
<i>supplier</i>	The supplier of goods or services which are used directly or indirectly by <i>us</i> to supply the <i>service</i> to <i>you</i> , including any <i>supplier</i> of a <i>network</i> to <i>us</i> .
<i>tax</i>	Any value-added or goods and services tax, withholding tax, charge (and associated penalty or interest), rate, duty or impost imposed by any authority, excluding any income tax or capital gains tax.
<i>Telecommunications Legislation</i>	Includes the following: the <i>Telecommunications Act 1997</i> (Cth), the <i>Telecommunications (Consumer Protection and Service Standards) Act 1999</i> (Cth) and Part XIB, Part XIC and related provision of the <i>Trade Practices Act and Competition and Consumer Act</i> , including the <i>Australian Consumer Law</i> .
<i>Third party</i>	Any party who is not a party to the <i>agreement</i> .
<i>Third party content</i>	Any <i>content</i> provided by a <i>third party</i> .
<i>Trade Practices Act</i>	The <i>Trade Practices Act 1974</i> (Cth).
<i>value added features, value added service features, value added service</i>	Additional features <i>you</i> may obtain with the <i>service</i> . The <i>value added service features</i> available with the <i>service</i> and the associated fees and charges are described in the <i>value added services table</i> in <i>Appendix A</i> .
<i>TeleChoice</i>	Business Service Brokers Pty Limited (ACN 069 049 994) trading as TeleChoice.
<i>TeleChoice group company</i>	<i>TeleChoice</i> and any of its <i>related corporations</i> .
<i>TeleChoice Mobile network, TeleChoice network, our network</i>	The <i>Mobile network</i> provided by <i>our supplier</i> , who until we advise you otherwise is Telstra Wholesale which is used to supply the <i>service</i> and which we resupply to <i>you</i> , as set out in the <i>service description</i> .
<i>we</i>	<i>TeleChoice</i> (and <i>us</i> and <i>ours</i> is to be construed accordingly).
<i>you</i>	The person who fills out the <i>application</i> (and <i>your</i> and <i>yours</i> is to be construed accordingly).

INTERPRETATION

- (a) The following words have the same meaning in the *agreement* as they have in the *Telecommunications Legislation*:
 - (i) carriage service,
 - (ii) carriage service provider,
 - (iii) carrier,
 - (iv) *content* service, and
 - (v) facility.
- (b) Where a term is defined in part of the *agreement* that term has the same meaning in all parts of the *agreement*.
- (c) The singular includes the plural and vice versa.
- (d) The word 'including' does not limit what else might be included.
- (e) A reference to an Act, code or law includes a reference to any regulations or other statutory instruments made under that Act, code or law and any consolidations, amendments, re-enactments or replacements of that Act, code or law.
- (f) A reference to \$ or payment is a reference to Australian dollars and payment in Australian dollars.