## **NSW Fair Trading Act Disclosures**



While all our terms and conditions under <u>Legals - Everyday Mobile from Woolworths</u> are important (and we recommend you read them all), we would like to draw your particular attention to the following terms and conditions:

- 1. **Updated Terms and Conditions:** Our terms and conditions will be updated from time to time. If the update will adversely affect you, we will provide you with at least 30 days' written notice and you will have the option to cancel your service with us without any early termination charges.
- 2. **Early Termination Charges:** If you are a customer on a fixed term service contract, there may be early termination charges if you terminate your service contract before the end of the contract term.
- 3. **Limitation on our Liability:** While we will remain liable to you for any breach of the consumer guarantees under the Australian Consumer Law, we are not liable to you for:
  - a. any failure or issues from events or circumstances beyond our reasonable control;
  - b. any indirect, consequential, incidental or special losses (including loss of revenue, profits, savings, goodwill, reputation, opportunities or business);
  - c. suspension of the service or operations due to:
    - i. network maintenance, repair or outage; emergencies; direction of government authorities or requirements by law;
    - ii. your loss of equipment supplied by us or your account password; breach of our terms and conditions; false or misleading information from you; threat or risk to the security and/or integrity of the network from your usage of the service; or
    - iii. our right under the terms for service (including Acceptable Use Policy);
  - d. faults or defects in the service caused by your own conduct or misuse;
  - e. liability which exceeds the amount equivalent to the total charges you paid in the six months before your claim; or
  - f. any loss if we are unable to charge your card, your payment is unsuccessful, your credit expires due to unsuccessful payment, if there is a delay in applying the auto recharge or if we vary or terminate our agreement.
- 4. **Personal Information:** We may share your personal information with other third party service providers (including debt recovery, fraud, credit check and billing service providers and Telstra) in connection with our services to you. We may also share your personal information with other companies within the Woolworths Group.
- 5. **Assignment of contract**: We may transfer your account and services to another telecommunications provider if that provider continues to provide the services to you on substantially the same terms and conditions. Everyday Mobile from Woolworths will provide you as much notice as reasonably practicable of this.
- 6. **Testimonials:** We may use your name, suburb and/or state in any testimonials you decide to provide to us for use in marketing, advertising or promotional materials in Australia.