Everyday Mobile from WoolworthsService Terms



Postpaid Mobile Service

This is a legal document that forms part of the Woolworths 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 Postpaid Mobile Service.

These Service Terms only apply to new and recontracted services commencing on or after 9 August 2023.

From 26 July 2023, Woolworths Mobile will be known as Everyday Mobile from Woolworths.

Phone	1665 from Your Everyday Mobile from Woolworths (it's a free call) or 1300 10 1234 from any phone (normal charges apply)	
Live chat	https://mobile.everyday.com.au/support/chat	
Non-English speaking enquiries	1665 from Your Everyday Mobile from Woolworths or 1300 10 1234 from any phone Please advise Customer Care if an interpreter is required. This will be arranged as soon as possible	
People with disabilities	Customers with a hearing or speech impairment can call through the National Relay Service. See http://relayservice.gov.au/support/training/nrs-callnumbers for information about placing a call using this service.	

Everyday Mobile from Woolworths Service Terms



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Service Terms



1. The Service Terms

- (a) These Service Terms set out the standard Woolworths Terms and Conditions that are specific to the Postpaid Mobile Service.
- (b) You should read all the Customer Terms that apply to the Postpaid Mobile Service carefully so that You understand all of Your rights and obligations before You use the Postpaid Mobile Service.
- (c) You may obtain a copy of any of the documents forming part of the Customer Terms, from the Everyday Mobile from Woolworths website or without charge on request.
- (d) The meanings of capitalised terms used in these Service Terms are listed in Clause 18 or in the General Terms.
- (e) Elements of the Postpaid Mobile Service may be subject to the requirements set out in the *Telecommunications Consumer Protection Code C628:2019*.

2. The Postpaid Mobile Service

2.1 What does the Postpaid Mobile Service give You?

- (a) Subject to the Customer Terms, the Postpaid Mobile Service will give You, within the Mobile Network Coverage Area of the Mobile Network:
 - (i) access to the Mobile Network;
 - (ii) the ability to use the Postpaid Mobile Service from Your compatible device;
 - (iii) access to the Account Management Service; and
 - (iv) the use of a Mobile Number.
- (b) Your Postpaid Mobile Service is for Your personal use only and is available to individuals only.
- (c) The Postpaid Mobile Service must only be used using Your compatible device.
- (d) The Postpaid Mobile Service must not be used for multiple simultaneous calling, re-supply, call centre usage, telemarketing, bulk messaging, application-to-person communication, continuously call forwarding, auto-dialling, machine-to-machine communication, baby monitor, in a device that is not a compatible device, with cellular trunking units or any other activity not specified in the Customer Terms or determined not to be covered by the Customer Terms by Woolworths from time to time providing that Woolworths must act reasonably in making such a determination.
- (e) If You download the Everyday Mobile from Woolworths app, the Account Management Service will provide You with access to account balance information for Your Account.
- (f) Unless otherwise approved by Woolworths, You must not have more than 5 Postpaid Mobile Services on a single account.

2.2 Eligibility

- (a) You are eligible to purchase a Postpaid Mobile Service if You complete an Application which is accepted by Woolworths and pass an identification and credit assessment.
- (b) Unless Woolworths agrees with You otherwise, in order to take up the Postpaid Mobile Service, You must agree to pay for it via an auto payment from a Credit or Debit Card.

2.3 SIM Card

- (a) You will receive a SIM Card as part of Your Postpaid Mobile Service.
- (b) You must Activate Your SIM Card within 30 days from the date of Your purchase.
- (c) You must take all reasonable care to keep the SIM Card safe and in good condition and comply with any procedures specified by Woolworths to protect it against unauthorised use.
- (d) If You lose the SIM Card or if it is stolen, You must tell Woolworths immediately by contacting Customer Care. You are responsible for all charges up until the time You tell Customer Care that the SIM Card is lost or has been stolen.

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(e) You must not use Your SIM Card or the Postpaid Mobile Service in connection with a SIM Box, whether to terminate, transit, refile, aggregate, facilitate domestic or international traffic over the Mobile Network or otherwise.

2.4 Minimum Term

- (a) Your Postpaid Mobile Service has a Minimum Term of one month (altogether, **Minimum Term**).
- (b) At the end of the Minimum Term, You will remain on Your chosen Postpaid Mobile Offer on a month-by-month basis. If Your Postpaid Mobile Offer is no longer available to new and recontracting Customers, Woolworths may move You onto another Postpaid Mobile Offer that it reasonably considers to be comparable or ask You to select another Postpaid Mobile Offer. Woolworths will provide You with reasonable notice if this is to occur.
- (c) If You are on an Everyday Mobile from Woolworths Postpaid Phone Plan Offer, there is no **Early Termination**Charge (ETC). However, if You cancel or terminate your plan prior to the end of the minimum term, You will need to pay the Minimum Monthly Charge and any outstanding charges owing on Your Plan and all outstanding charges and unpaid instalments under Your Handset Payment Plan (if applicable) will immediately become due and payable.
- (d) No Early Termination Charge (ETC) shall be payable if You cancel a Postpaid Mobile Service acquired under a Month to Month SIM only offer, however the full Minimum Monthly Charge will be payable in respect of the month in which the relevant Postpaid Mobile Service was cancelled.
- (e) If You want to cancel Your Postpaid Mobile Service after the expiry of the Minimum Term, You must provide us at least 30 days' notice. If You do not provide at least 30 days' notice, then Woolworths may not be able to process any pro-rata refunds of the Minimum Monthly Charge that has been paid by You.

3. Using Your Postpaid Mobile Service

3.1 Included Value and Data Allowance

- (a) Every calendar month from the activation of Your Postpaid Mobile Service until its cancellation or termination (each such calendar month being a "**Usage Period**"), You will receive:
 - (i) **Included Value** which is an allowance (\$) which can be used to pay for charges (as described in **Clause 3.4** below); and
 - (ii) Data Allowance which is an allowance (MB/GB) for Data usage while in Australia.
- (b) The amounts of Included Value and Data Allowance depend on Your chosen offer, which are described in **Schedule 1** to these Service Terms. In relation to tablet devices, only Data Allowance may be available (depending on device compatibility).
- (c) Subject to paragraph (d), any unused Included Value and Data Allowance expires at the end of each Usage Period and does not roll-over. If Your chosen offer includes Data Bank, any unused Data Allowance each month will roll-over to Your Data Bank and be available for use in subsequent Usage Periods. Unused Data on a Data Add-on Pack will also rollover into Your Data Bank. Your Data Bank is capped at the Data Bank limit (subject to the plans) and any excess unused Data will be forfeited. Your Data Bank will be forfeited if Your Postpaid Mobile Service is terminated or if You change to an offer that does not include Data Bank. If You change to an Offer that still includes Data Bank and is the same or higher than the value of Your existing Offer, then effective from the time of the change, any unused Data Allowance and Data Add-on Pack Data relating to the Usage Period in which the change of Offer takes effect will be transferred to Your Data Bank, subject to any limits to Your Data Bank. If You change to an Offer that is lower than the value of Your existing Offer, You forfeit any Data saved in Your Data Bank.
- (d) Unless otherwise notified by Woolworths or included as part of the Offer such as Data Gifting, Included Value and Data Allowance cannot be transferred between different accounts and/or different Offers.

3.2 Using Your Included Value and Data Allowance

(a) Each Usage Period, as You use features of the Postpaid Mobile Service, Woolworths will deduct Included Value and Data Allowance (as applicable) from Your account to pay for the charges which You incur. If Your

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Offer includes Data Bank, Data from the Data Bank will only be used when Your Data Allowance is exhausted.

- (b) You can use the Postpaid Mobile Service within the Mobile Network Coverage Area up to the amount of Included Value and/or Data Allowance (and Data Bank, if applicable) during the Usage Period. Once You have exceeded Your Included Value limit and/or Data Allowance (if applicable) and exhausted Your Data Bank (if applicable), You will not be able to use the Postpaid Mobile Service until the start of Your next Usage Period, except that You will be able to:
 - (i) make Calls to emergency services (000 and 112 numbers);
 - (ii) call Customer Care; and
 - (iii) receive Calls on Your Postpaid Mobile Service,
 - provided You are using a compatible handset device (excluding tablet devices).
- (c) Woolworths may terminate Your use of a feature of the Postpaid Mobile Service if You exceed the relevant Included Value and/or Data Allowance (and Data Bank, if applicable) in Your account whilst You are using that feature. For example, if You run out of Included Value for Calls in Your account during a call, Woolworths may terminate the call without notice.
- (d) You must also have sufficient Included Value and/or Data Allowance (and Data Bank, if applicable) in Your account to cover the full charges of the particular feature of the Postpaid Mobile Service You are attempting to use. For example, if You do not have sufficient Included Value in Your account to cover the full charges of making a call, Woolworths may not connect that call.

3.3 Standard International Calls

Included Value international Calls are to eligible standard Calls to international numbers in select destinations only. You can review the list of eligible numbers and select destinations at https://mobile.everyday.com.au/legals which may change from time to time. Any unused allowance expires at the end of each Usage Period and all Calls are rounded up to the nearest 60 seconds.

3.4 PAYG International and Other Extension

- (a) Some usage types on Your Postpaid Mobile Service will not be available unless You Activate the PAYG International and Other extension and pre-select a limit (a maximum of \$200, in multiples of \$10 or \$30) that You wish to spend. The types of usage that require activation of the PAYG International and Other extension depends on Your selected Offer and is described in Schedule 1 to these Services Terms.
- (b) You can Activate the International and Other extensions by using the Everyday Mobile from Woolworths app, logging in to Your account or by calling Customer Care.

3.5 Add-on Packs

- (a) From time-to-time, Woolworths may make available Add-on Packs. You may elect to purchase these Add-on Packs to enable You to use Your Postpaid Mobile Service:
 - (i) in excess of Your Included Value limit and/or Data Allowance; or
 - (ii) to make Calls/SMS to services that are otherwise not Included in Your Offer.
- (b) If available, You may purchase Add-on Pack(s) at any time during Your Usage Period. Woolworths will also notify You via SMS as You approach Your Included Value or Data Allowance limits of 50%, 85% and 100%. These SMS will not contain an unsubscribe facility.
- (c) Woolworths Offers a number of different ways to purchase Add-on Packs. You can purchase an Add-on Pack through the Everyday Mobile from Woolworths app or My Account online. The cost of the Add-on Pack will be added to Your next bill.
- (d) The available Add-on Packs, including Add-on Pack fees, are described in Schedule 2 to these Service Terms.
- (e) The Included Value (e.g. GB) of Data Add-on Pack can be used during the Usage Period during which they were purchased. Any unused Included Values will roll-over to Your Data Bank, subject to the Data Bank features associated with Your Offer.
- (f) If You purchase an Add-on Pack, You will be charged the full amount for an Add-on Pack, even if You only use part of the additional Calls or Data (as applicable) purchased as part of an Add-on Pack.

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- (g) You can only use one Data Add-on Pack for Data at any time. If You purchase additional Data Add-on Packs before You use up the applicable Included Value (GB) of Your then current Add-on Pack, then any unused Data will roll into Your Data Bank subject to the Data Bank features associated with Your Offer.
- (h) You can only have one International Minutes Add-on Pack for Calls at any time. If You purchase additional International Minutes Add-on Packs before You use up the applicable Included Value (minutes of Your then current Add-on Pack, then any unused Included Value of that Add-on Pack will expire immediately.

3.6 Charges

- (a) The types of Charges that apply to Your use of the Postpaid Mobile Service include:
 - (i) Flagfall for Calls You make;
 - (ii) timed charges for the duration of Calls You make;
 - (iii) Charges for SMS and MMS You send; and
 - (iv) Charges for other services Woolworths provides to You.

Woolworths will not charge You for any of the following:

- (v) unsuccessful Calls, SMS and MMS; and
- (vi) Calls to toll free numbers including 000, 13 25 00 (state emergency services), and Calls to Customer Care (1665 from a Everyday Mobile from Woolworths service).

3.7 How are the Charges Calculated?

- (a) The charges You incur for use of the Postpaid Mobile Service and any feature of the Postpaid Mobile Service are calculated in accordance with Your Offer and **Clause 7** of the General Terms.
- (b) Charges for Your Postpaid Mobile Service may depend on a number of factors, including:
 - (i) the Offer You select,
 - (ii) Your usage of the Postpaid Mobile Service;
 - (iii) any Included Calls, SMS and services and any free, promotional or discounted rates that Woolworths may Offer from time to time; and
 - (iv) requests You make to Woolworths.

3.8 Monitoring Charges You Incur

You can access details of and monitor Your usage by using the Everyday Mobile from Woolworths app or my account online.

4. Paying for Your Mobile Postpaid Service

4.1 Charges Payable by You

Each month, You must pay:

- (a) Your Minimum Monthly Charge;
- (b) Any Charges; and
- (c) Any Add-on Packs Fees.

4.2 Accessing the Postpaid Mobile Service

There may be factors which interfere with Your ability to use all features of the Postpaid Mobile Service, including:

- (a) Your compatible device malfunctioning;
- (b) Your compatible device being switched off or in flight mode;
- (c) Your compatible device or SIM Card having insufficient memory;
- (d) You being in a location that is not in the Mobile Network Coverage Area as required to use that particular feature of the Mobile Postpaid Service;
- (e) Your attempting to use, access, download or transmit a service, feature or Content that is not compatible with Your compatible device; and

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(f) The mobile handset of the person You attempt to contact being switched off, in flight mode or outside a mobile coverage area, not having the required functionality or being connected to an incompatible local or overseas network.

Please note that certain features of the Postpaid Mobile Service may not be available on tablet devices.

4.3 Your Compatible Device

You acknowledge and agree that

- (a) Woolworths or a Woolworths supplier may:
 - (i) disclose, or permit a Woolworths supplier to disclose, information on blocked and unblocked IMEIs to other Australian mobile telecommunications providers;
 - (ii) check, or permit a Woolworths Supplier to check, whether the IMEI of any device used by You to access the Postpaid Mobile Service is blocked;
- (b) updates to device firmware may be necessary for the device to continue receiving the Postpaid Mobile Service or for the device to receive new network features; and
- (c) Neither Woolworths nor any Woolworths supplier will have any liability to You or anyone else for exercising its rights under this **Clause 4.3**.

4.4 Restrictions on Use

- (a) If Woolworths or a Woolworths supplier becomes aware of, or reasonably suspects, that You have breached Your obligations under the Acceptable Use Policy, Woolworths or a Woolworths supplier may:
 - (i) require You to cease the activities that are in breach of the Acceptable Use Policy within 24 hours;
 - (ii) suspend, limit or terminate Your account or the provision of the Postpaid Mobile Service (or any feature of it) where Woolworths will provide You notice of the suspension, limitation or termination as soon as is practicable in the circumstances; and/or
 - (iii) charge You on a pay-as-You-go basis, with reasonable notice to You.
- (b) Where Woolworths has a right to suspend Your account or the provision of a Postpaid Mobile Service, then:
 - (i) any expiry date applicable to the Included Value or Data Allowance will not change when the account is suspended;
 - (ii) any suspended Postpaid Mobile Service will retain its Mobile Number; and
 - (iii) Woolworths may not process any porting request in relation to the suspended account or Postpaid Mobile Service during the period of suspension.

4.5 Coverage

- (a) Woolworths Group Limited ABN 88 000 014 675 uses parts of Telstra's 5G and 4G Mobile Network. The Postpaid Mobile Service will only work within the Mobile Network Coverage Area. Outside the Mobile Network Coverage Area, provided You are still connected to the Postpaid Mobile Service and within the network coverage areas of other telecommunications service providers in Australia, You will only be able to make emergency Calls to 000 or 112 only. You acknowledge that Woolworths or Woolworths' suppliers may change the Mobile Network Coverage Area from time to time.
- (b) You are responsible for checking whether the Mobile Network Coverage Area is within the areas where You will ordinarily use the Postpaid Mobile Service, prior to purchasing the Postpaid Mobile Service. You can access coverage maps on Everyday Mobile from Woolworths website https://mobile.everyday.com.au/coverage.
- (c) Within the Mobile Network Coverage Area, the Postpaid Mobile Service may be affected by natural or physical structures within the area You are in. The coverage maps are general in nature, and there may be areas within the Mobile Network Coverage Area where there is no, or reduced, coverage.
- (d) Some features of the Postpaid Mobile Service, such as Data services, may be dependent on You and the person with whom You are communicating, being able to receive a particular level of signal strength within the Mobile Network Coverage Area, which may not be available in all areas. accordingly, You may not be able to use those features of the Postpaid Mobile Service, if You or the person You are communicating with, are not in the particular area of the Mobile Network Coverage Area, upon which the feature You are trying to use is dependent.

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(e) You will not be able to use the Postpaid Mobile Service outside Australia, unless you purchase an International Roaming Add-on for your Service.

5. Other Services

The following services are not available with Your Postpaid Mobile Service:

- (a) Premium Services;
- (b) transferring Your Mobile Number to another person;
- (c) Calls or SMS to the following types of numbers: "19xx", "0055", "1234", "12455" and "12456";
- (d) Visual Voicemail; and
- (e) any activity prohibited under the Acceptable Use Policy, for example: MVOIP, SMSIP and SIM boxing.

6. Additional Woolworths Termination Rights

In addition to the Termination Rights set out in **Clause 12** of the General Terms, Woolworths may, without liability, terminate the Customer Terms that apply to You immediately by notice to You if:

- (a) You port Your Mobile Number to another telecommunications service provider;
- (b) You use Your SIM Card, or the Postpaid Mobile Service in connection with a SIM Box, whether to terminate, transit, refile, aggregate, facilitate domestic or international traffic over the Mobile Network or otherwise; or
- (c) You have not paid Your monthly bill at least 28 business days from the date on which payment was due.

7. Mobile Numbers

- (a) If You do not already have a Mobile Number, Woolworths can issue You with a Mobile Number to use with the Mobile Postpaid Service. You may apply for a specific Mobile Number from a pool of Mobile Numbers available to Woolworths for no charge.
- (b) Once Woolworths has issued You with a Mobile Number and the order has been accepted, You cannot elect to port a number from another Carrier as a replacement for the number which has been allocated to You as part of the sign-on process.
- (c) Woolworths does not confer any ownership, legal interest or goodwill in any Mobile Number issued to You. Subject to **Clause 7(d)**, You are entitled to continue to use any Mobile Number that Woolworths issues to You.
- (d) Where the Telecommunications Numbering Plan allows or requires Woolworths to recover a Mobile Number from You, including where a Mobile Number has been quarantined by Woolworths or a Woolworths supplier after Your account has been placed in a Deactivated State or as otherwise permitted or required under the Telecommunications Numbering Plan, You will not be entitled to recover Your Mobile Number.
- (e) You cannot change Your Mobile Number unless You have received communications of a harassing nature, and You have informed the relevant law enforcement agency of such communications, Woolworths will issue You with a replacement Mobile Number for no charge. However, You may need to provide evidence to Woolworths.
- (f) If Woolworths recovers Your Mobile Number from You in accordance with **Clause 7(d)**, Woolworths will issue You with a replacement Mobile Number for no charge but otherwise has no liability to You.

8. Mobile Number Portability (MNP)

- (a) MNP allows You to keep Your existing Mobile Number when You wish to stop using the mobile service provided by Your current telecommunications service provider and take up a new mobile service with a new telecommunications service provider. This process is known as porting and is regulated under various legislation including the MNP Code.
- (b) You will be able to port Your Mobile Number from Your current telecommunications service provider to Woolworths if that Mobile Number is able to be ported under the Telecommunications Numbering Plan.

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- (c) Woolworths will not charge You to port Your Mobile Number from Your current telecommunications service provider to Woolworths.
- (d) If You wish to port Your existing Mobile Number from Your current telecommunications service provider to Woolworths, then You must complete the MNP Customer Authorisation Process.
- (e) The MNP Customer Authorisation Process can be completed through the Everyday Mobile from Woolworths website or through Customer Care. You will be required to provide Your existing Mobile Number and Your existing account or reference number from Your current telecommunications service provider or Your date of birth. Before we can complete porting of Your existing Mobile Number to Everyday Mobile from Woolworths, You will need to verify that You are authorised to request the porting of Your Mobile Number and that You authorise for the port to take place. We will undertake this confirmation in accordance with relevant industry codes of practice and laws. You will also be required to provide an acknowledgement that Woolworths has notified You about those matters referred to in Clause 8(g).
- (f) You should notify Woolworths as soon as possible, if You wish to withdraw Your authority to port Your Mobile Number.
- (g) You should be aware that:
 - (i) You may or may not be in an existing contract with Your current telecommunications service provider;
 - (ii) although You have the right to port Your Mobile Number, there may be costs and obligations, including early termination payments, outstanding call and service usage costs and other contractual obligations associated with Your current telecommunications service provider and porting Your Mobile Number;
 - (iii) any pre-paid credits in Your account with Your current telecommunications service provider may be forfeited; and
 - (iv) the service, including related services such as value added services, associated with the Mobile Number whilst connected to Your current telecommunications service provider may or may not be disconnected from Your current telecommunications service provider and may result in finalisation of Your account for that service.
- (h) Woolworths cannot guarantee when or how long it will take to effect a port, however Woolworths will use reasonable endeavours to ensure the port takes effect as soon as possible (within the Standard Hours of Operation).
- (i) To the maximum extent permitted by law, Woolworths is not responsible or liable for:
 - (i) any period of outage of Your Mobile Number or Mobile Service or Postpaid Mobile Service or any related or ancillary services;
 - (ii) for or in relation to the porting process

except as provided by **Clause 14** of the General Terms.

- (j) If You would like to continue using Your existing device when You port Your Mobile Number to Woolworths, You should confirm with Woolworths that Your existing mobile handset meets any specifications published on the Everyday Mobile from Woolworths website and if necessary, arrange to have Your existing mobile handset unlocked or re-programmed from Your current telecommunications service provider.
- (k) You may also port Your Mobile Number from Woolworths to another telecommunications service provider, if that Mobile Number is able to be ported under the Telecommunications Numbering Plan.
- (I) In accordance with **Clause 16** of the General Terms, Woolworths may disclose Your Personal Information to other telecommunications service providers in order to effect a port. All information will be disclosed in accordance with the Privacy Policy available on the Everyday Mobile from Woolworths website.
- (m) If Your Postpaid Mobile Service is disconnected or terminated and You do not port Your Mobile Number in accordance with this **Clause 8**, Your Mobile Number may be issued to another Customer in accordance with the Telecommunications Numbering Plan.

9. Calling Line Identification

- (a) Calling Line Identification (**CLI**) includes the called party's number, the calling party's number, the date and time of the call, the call's duration and routing. CLI makes possible the provision of a range of products and services to Customers, including Calling Number Display (**CND**).
- (b) CND will allow Your Mobile Number to be displayed on the telephone of the person You are calling if their telephone is CND enabled and You have not asked for CLI to be blocked.

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- (c) For Calls from overseas or international numbers, You will not be able to see the calling party's CLI.
- (d) You may request for Your CLI to be presented or blocked by:
 - (i) making a request that CLI never be presented except when You choose to present it for single Calls by dialling 1832, or such other number as may be in use to allow the presenting of CLI from time to time, before the number being called; or
 - (ii) making a request that CLI always be presented except when You choose to block CLI for single Calls by dialling 1831, or such other number as may be in use to allow the blocking of CLI from time to time, before the number being called.
- (e) You are entitled to make one such request in any period of 6 months free of charge. A charge may apply if You make more than one such request in any 6 months period.
- (f) If You do not request one of the options above, Your Mobile Number will be presented on the telephone of the person You are calling.
- (g) You cannot block CLI:
 - (i) for Calls to emergency services;
 - (ii) when sending SMS and MMS; and
 - (iii) where CLI is used for billing, call management, credit control or law enforcement purposes.

10. The meaning of Terms used in these Service Terms

The meaning of certain words and abbreviations used in these Service Terms are set out below. Other words and abbreviations used in these Service Terms are defined in **Clause 18** of the General Terms (if a term is defined in both the General Terms and these Service Terms, then to the extent of any inconsistency the definition in these Service Terms shall prevail in relation to the interpretation of these Service Terms).

Singular words include the plural equivalent and vice versa.

Grammatical variations of a word defined in the Service Terms or General Terms (as applicable) have a corresponding meaning.

Where the word "including" is used in these Service Terms, it should be read as "including but not limited to".

Account Management Service means the service provided by Woolworths or a Woolworths Supplier from time to time to enable You to access Your Account balance information.

Area Code means a set of 2, 3 or 4 digits, beginning with '0', at the start of a Geographic Number, indicating the part of Australia where:

- (a) a Customer, to whom the Geographic Number is issued, is located; or
- (b) a telecommunications service is supplied or operated.

Calling Line Identification means the ability of the receiving handset to determine the Full National Number of the party placing the call.

Calling Number Display or **CND** means the ability of the receiving handset to display the Full National Number of the party placing the call and any Data stored on that handset which is associated with the Full National Number that placed the call (also known as 'caller ID').

Calls means Calls to and from Your service to:

- (a) an international number by voice or video;
- (b) the Full National Number of another telephone service where both services are within Australia and the Full National Number dialled is:
 - (i) a ten digit Mobile Number for a Digital Mobile Service with the prefix '04' or '05';
 - (ii) an eight digit Local Number or ten digit Geographic Number (i.e. You are calling a standard fixed line telephone number with or without an Area Code);
 - (iii) six digit numbers starting with '11', '12', '13' or '18';
 - (iv) ten digit numbers starting with '1800' or '1300';

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- (v) call diversions within Australia to Local Numbers, Geographic Numbers or Digital Mobile Service numbers; and
- (vi) voicemail diversion and retrieval charges (voice and video) within Australia, excluding, without limitation:
- (c) service types listed in Clauses 4 and 5 as not being available with Your Service; and
- (d) operator assisted Calls;
- (e) reverse charge, information and push-to-talk Calls; and
- (f) Calls to any special numbers and services (classified by Woolworths from time to time).

Deactivated State means that an account has been deactivated, the Mobile Number associated with it has been quarantined and the end user may no longer access the resupplied Postpaid Mobile Service using it.

Digital Mobile Service means a mobile telephone service or a public mobile telecommunications service supplied by a network using digital modulation techniques.

Early Termination Charge or ETC has the meaning given to it in Clause 2.4(c).

Flagfall means the initial fixed fee or flag fall for establishing a phone call.

Full National Number means the number associated with a telecommunications service which enables Calls and/or SMS to be made to that service from anywhere within Australia. Examples include: a 10 digit mobile digital service number commencing 04 or 014, a Local Number, a Geographic Number, a 6 or 8 digit premium SMS number commencing 19 or 188, the three digit emergency numbers 000, 112 (international for mobile phones) and 106 (teletext).

Geographic Number means the combination of an Area Code and Local Number that enables the caller to telephone the Customer or telecommunications services of the Local Number from places with a different Area Code to that Local Number.

Handset Payment Plan (HPP) means the eligible mobile handset or tablet device purchased from Woolworths on a Everyday Mobile from Woolworths Phone Plan Offer, paid for in equal monthly installments under a 24 or 36 month Handset Payment Plan.

IMEI means the unique international mobile equipment identification number for a mobile device.

Included Data has the meaning given to it in Clause 3.1(a)(ii).

Included Value has the meaning given to it in Clause 3.1(a)(i).

Local Number (also known as subscriber number) means a set of digits that when dialled, enables the caller to telephone:

- (a) a Customer at a place that has the same Area Code as the caller; or
- (b) a telecommunications service that is supplied or operated at a place that has the same Area Code as the caller.

M2M use means machine-to-machine use where a device initiates a communication without human interaction and other uses described in the Service Terms or plan as 'M2M Use' (for example, a vending machine sending wireless packet Data to another machine, or a burglar alarm sending an SMS). It does not include Data communication from a mobile handset that is ancillary to personal use of the handset (such as checking emails).

Minimum Monthly Charge means the minimum charge payable by You for Your chosen Offer and as described in **Schedule 1** to these Service Terms.

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Minimum Term has the meaning given to it in Clause 2.4(a).

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

MNP Customer Authorisation Process means the process You need to undertake to port Your existingMobile Number from Your current telecommunications service provider to Woolworths.

MNP Code means the Communications Alliance Industry Code ACIF C570:2009 – Mobile Number Portability.

Mobile Number Portability or MNP means the ability to port a mobile telephone number as described in Clause 8.

Month to Month SIM only offer means each of the offers described as a month to month SIM only postpaid offer in the Schedules.

MVOIP means voice Calls over the IP protocol (VoIP) using a mobile device.

Offer means an offer from Woolworths to enable Customers to acquire and use the Postpaid Mobile Service. Details of each offer are set out in Schedule 1.

SIM Box means a voice over internet protocol or fixed-to-mobile gateway device or box containing multiple SIM Cards that enables voice Calls to be terminated to fixed andMobile Numbers over the Mobile Network.

SIM Card means a subscriber identity module supplied by Woolworths to You, which is to be used with a Compatible Device to enable You to access and use the Mobile Postpaid Service and the Mobile Network.

SIM only offer means the Month to Month SIM only offer.

SMSIP means SMS sent or received over an IP network.

Standard Hours of Operation has the meaning given to that term under the Mobile Number Portability industry Code ACIF C570:2009 as amended from time to time. As at 12 April 2023, the Standard Hours of Operation are:

- 8am to 8pm Monday to Friday Australian Eastern Standard Time / Australian Eastern Daylight Saving Time;
 and
- 10am to 6pm Australian Eastern Standard Time / Australian Eastern Daylight Saving Time on Saturdays;
 and
- closed on Sundays and national public holidays.

Usage Period has the meaning given to it in Clause 3.1(a).

Everyday Mobile from Woolworths Phone Plan Offer means each of the offers described as an Everyday Mobile from Woolworths Phone Plan Offer in Schedule 1.

Schedule 1: Currently available Offers

Everyday Mobile from Woolworths SIM only offers

Detail	\$40 Plan	\$50 Plan	\$60 Plan	
Minimum Monthly Charge	\$40	\$50	\$60	
Data Allowance (Data usage rounded up to the nearest 1KB)	55GB	95GB	150GB	
Speed caps on 5G and 4G	100 Mbps	100 Mbps	250 Mbps	
Standard National Calls and SMS	Unlimited			
Voicemail diversion, retrieval and call forwarding	Unlimited			
Calls to 13, 1300, 18 and 1800 numbers		Unlimited		
Dial before You dig		Unlimited		
Standard photo and Video MMS to Australian numbers		2,000		
Directory assistance within Australia	\$0.66 (available only if You Activate the International and Other extension)			
International Standard Calls and SMS	Unlimited standard International Calls & SMS to Bangladesh, Brazil, Canada, Chile, Columbia, Costa Rica, Denmark, France, Germany, Greece, Hong Kong, India, Ireland, Israel, Japan, Malaysia, Mexico, Mongolia, New Zealand, Norway, Peru, Romania, Singapore, South Korea, Spain, Thailand, UK, USA, Venezuela			
Telstra Mobile Satellite [014710, x1, x2, x4, x5, x6]	\$0.47 + \$1.41/min (available only if You Activate the International and Other extension)			
Optus MobileSat [01451, x2, x3]	\$0.43 + \$2.34/min (available only if You Activate the International and Other extension)			
SMS to satellite numbers	\$0.46 (available only if You Activate the International and Other extension)			
SMS to international numbers	\$0.28 (available only if You Activate the International and Other extension)			
MMS to international numbers	\$0.68 (available only if You Activate the International and Other extension)			
Video MMS to international numbers	\$0.75 (available only if You Activate the International and Other extension)			
Changing between Everyday Mobile from Woolworths Plan Offers	Each Customer may change between different Everyday Plan Mobile Offer once a month. Upon changing to another Everyday Mobile from Woolworths Plan Offer, any special offers or discounts that the Customer received under their original Everyday Mobile from Woolworths Plan Offer may be forfeited.			
Data Bank limit	1000GB Data Bank			
Data Gifting	Up to 50% of Included Data can be gifted to another active plan with Data Gifting feature in 1GB increments. Data, once gifted, cannot be re-gifted to any other plan. Gifted Data will be utilised before Included Data and will rollover into Data Bank when Your plan next resets.			

All Calls are rounded up to the nearest 60 seconds.

Schedule 2: Add-on Packs

Data Add-on Packs

The following Data Add-on Packs are available for purchase and use during a Usage Period:

Detail	1GB Data Add-on	5GB Data Add-on
Add-on Pack fee	\$10	\$25
Data Allowance	1GB	10GB

International Minute Add-on Packs

The following International Minute Add-on Packs are available for purchase and use during a Usage Period:

Detail	\$5 International Add-On		\$7 Internati	onal Add-On	
Add-on Pack fee	\$5		\$7		
Validity period	During your Usage period until your Plan resets		During your Usage period unti	l your Plan resets	
Included Value	120 minutes - calls	only		60 minutes - calls only	
Included	Andorra	Hong Kong	New Zealand	Bangladesh	Mongolia
destinations	Bangladesh	Hungary	Norway	Bhutan	Nepal
	Brazil	Iceland	Romania	Brunei	New Zealand
	Canada	India	Singapore	Cambodia	Nigeria
	China	Indonesia	Slovakia	Canada	Pakistan
	Cyprus	Ireland	South Korea	China	Philippines
	Czech Republic	Israel	Spain	Greece	Singapore
	Denmark	Italy	Taiwan	Hong Kong	South Africa
	Estonia	Japan	Thailand	India	South Korea
	France	Luxembourg	Ukraine	Iran	Sri Lanka
	Germany	Macau	United Kingdom	Iraq	Thailand
	Gibraltar	Malaysia	USA	Ireland	Turkey
	Greece	Mexico		Japan	United Kingdom
	Greenland	Monaco		Laos	USA
	Guam	Morocco		Malaysia	Vietnam

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International Roaming Add-on Packs

The following International Roaming Add-on Packs are available for purchase and use during a Usage Period:

Detail	International add-on			
7 day Pacific Roami	7 day Pacific Roaming - Data only			
Add-on Pack fee	\$6			
Included Value	1GB Data. Covers <u>7 destinations</u> .			
7 day Asia Roaming	- Data only			
Add-on Pack fee	\$9			
Included Value	1GB Data. Covers <u>15 destinations</u> .			
7 day North America	7 day North America Roaming - Data only			
Add-on Pack fee	\$6			
Included Value	2GB Data. Covers <u>3 destinations</u> .			
7 day Global Roamii	7 day Global Roaming - Data only			
Add-on Pack fee	\$70			
Included Value	2GB Data. Covers <u>69 destinations.</u>			
1 day Global Roaming				
Add-on Pack fee	\$12			
Included Value	1GB Data, 20 minutes voice Calls (including Calls made and received), 20 SMS. Covers 32 destinations.			

The above inclusions can be used when You are in one of the Included countries.

Please note that International Roaming Add-ons are limited to 4 purchases per 30 day period, and 2 Add-ons per 24 hour period.

Please click $\underline{\text{here}}$ for the list of countries where You can use this International Roaming add-on.

Schedule 3: Smart Watch eSIM Add-on

Smart Watch eSIM Add-on

The following Smart Watch eSIM Add-on Pack is available for purchase and use during a Usage Period:

Detail	Smart Watch eSIM Add-on	
Monthly Charge	\$10	

Usage & Charges

- (a) All calls or data used on your Smart Watch eSIM Add-on over the Telstra Wholesale network in Australia will count towards your mobile plan's monthly usage and charges and will be consumed from your Postpaid Mobile Service (Plan) inclusions.
- (b) Accordingly, if your combined usage exceeds the allowance on your Plan, you will not be able to use your Smart Watch eSIM Add-on until your Plan next resets (based on the date when you connected your primary mobile service) unless you purchase an eligible optional data or voice Add-on.
- (c) The \$10 monthly charge for your Smart Watch eSIM Add-on will commence as soon as you complete your purchase and be applied to your monthly invoice for your Plan to which the Smart Watch eSIM Add-on is attached.

Minimum Term and Cancellation

(a) A minimum monthly term applies. The Monthly Charge will continue until your Smart Watch eSIM Add-on is cancelled. If your Plan or Smart Watch eSIM Add-on is cancelled partway through a month, you will be billed for the Monthly Charge for the Smart Watch eSIM Add-on and will not be entitled to a refund for an unused portion of the service for that month.

Your Responsibilities

- (a) It is your responsibility to ensure you have an eligible Everyday Mobile service, a compatible primary device (mobile phone) and compatible secondary device (smart watch) with selected operating systems in order to be eligible for the Smart Watch eSIM Add-on and for pairing to work. For information on eligibility and compatibility, see here https://mobile.everyday.com.au/mobile-phone/smart-watch-esim.
- (b) If your Smart Watch eSIM Add-on is cancelled, or you move to a plan that is not an eligible Everyday Mobile Service, the paired secondary device will not be able to access the Telstra Whole mobile network anymore. It is your responsibility to ensure that you keep your secondary device secure from use by other people.
- (c) This Add-on and your use of our network is subject to the Everyday Mobile from Woolworths Acceptable Use Policy, available at https://mobile.everyday.com.au/legals.

Cancellation or Suspension

(a) Everyday Mobile from Woolworths reserves the right to cancel or suspend your Smart Watch eSIM Add-on if you have materially breached the terms of your Plan (including your obligations to pay). Suspension of your Plan will result in the Smart Watch eSIM Add-on also being suspended. Similarly, suspension of the Smart Watch eSim Add-on will also result in your Plan being suspended. However, cancelling your Smart Watch eSIM Add-on will not affect your Plan.

International Roaming

(a) Your Smart Watch eSIM Add-on will only have mobile network connectivity within Australia. When roaming overseas, your Smart Watch eSIM Add-on will not work over the roaming network like your mobile will.

Functionality and Coverage

- (a) Only one (1) smart watch can be connected to your Plan at any time.
- (b) The smart watch is not the same as a mobile phone and some network functionality is not available on these devices. Coverage availability will vary depending on your mobile device, smart watch and location. Check coverage at https://mobile.everyday.com.au/coverage.

Other Terms

(a) The Service Terms of your primary service also apply to your use of our network on your secondary device. Please refer to the Critical Information Summary (CIS) and the Service Terms for your Plan here https://mobile.everyday.com.au/legals.

Removing Add-on

(a) Once you remove your Smart Watch eSIM Add-on, you will no longer be able to make or receive calls, or use data on your watch unless you are connected to a mobile phone (with mobile connectivity) via Bluetooth. You can re-connect your watch to a Smart Watch eSIM Add-on at any time in the future, provided you still meet the eligibility criteria. If you are cancelling your Smart Watch eSIM Add-on mid billing cycle, you will still be required to pay for the minimum monthly term and will not be entitled to a pro-rated refund.

Available Services

(a) The following tables defines what services your Smart Watch eSIM Add-on will support:

Service type	Does the Smart Watch eSIM Add-on support it?
Outgoing voice services	Yes – to Australian national destinations only
Incoming voice services	Yes
Toll free voice services	Yes
SMS services (outgoing/incoming)	SMS is not supported on a Smart Watch eSIM Add-on. However, most smart watches can send a SMS by through its connection to the primary mobile phone
MMS services	No
4G Data services	Yes – from the primary mobile plan's shared plan inclusions
5G Data services	No
IDD services	Yes – from the primary mobile plan's shared IDD inclusions
Roaming services	No
Voicemail services	No
Premium SMS content services	No
PAYG excess usage charges	No

Other

- (a) The Smart Watch eSIM Add-ons can only be added and activated via your 'Watch' app on your compatible mobile phone. You cannot add this via our Mobile App or My Account
- (b) You cannot block/suspend a Smart Watch eSIM Add-on only. If the mobile device plan is blocked/suspended then the Smart Watch eSIM Add-on will also be blocked/suspended.
- (c) You will not receive usage notifications for your Smart Watch eSIM Add-on. Since this add-on uses your included plan allowances, any usage notifications would be sent to the primary mobile plan number.
- (d) If you have purchased an International Calls Add-ons, any allowance available under this add-on will be shared with your Smart Watch eSIM Add-on for use.