

### 3 Paging & Messaging Services Agreement Terms & Conditions

- 1. Your agreement**
  - 1.1 Your agreement includes the information in the Pricing Schedule and these Terms and Conditions. Please take time to read them carefully.
  - 1.2 The 3 Messaging service provided under this agreement will commence on the day the service is connected.
  - 1.3 We may vary our charges and the terms of your agreement at any time after the initial term. These changes will apply from the date we specify. The new charges, price schedules and terms of your agreement will be available on our website or from 3 Messaging Customer Care. Corporate pricing will be available from your account representative.
  - 1.4 We may assign or transfer our rights and obligations under your agreement.
- 2. Minimum Term**
  - 2.1 You agree that your service must be connected for the minimum term. If you choose to cancel your agreement before the end of the minimum term you will be required to pay a cancellation fee. The cancellation fees include access fees only. You will also be required to pay all usage charges up to the date of cancellation.
  - 2.2 The Term begins at the Agreement Effective Date
- 3. Coverage and service interruptions**

The 3 Paging & Messaging service may not have coverage in all areas and may be affected by physical obstructions. To make sure the service works for you, please check that there is coverage where you intend to use the service. The service is only available within the range of transmitters and may be affected by factors outside of our control. You acknowledge that you are aware of the coverage in your area.
- 4. Products**
  - 4.1 Products sold to you by 3 Paging & Messaging, or any other person, are independent of the provision of the service.
  - 4.2 You do not own any products bought from 3 Paging & Messaging until you have paid for them in full, but you will be responsible for them once you have received them.
- 5. Warranty on products**

3 Paging & Messaging offers a limited 3 month warranty on any used product if you bought it from 3 Paging & Messaging. For new products bought from 3 Paging & Messaging you will be entitled to claim the manufacturers warranty of 12 months
- 6. Cancellation and suspension**
  - 6.1 3 Paging & Messaging may suspend or cancel your service if we are unable to provide the service or if you break your agreement, this includes failing to pay your account on time. Payment terms are 30 days.
  - 6.2 One month prior written notice is required to cancel services, after the minimum term
- 7. Payments**
  - 7.1 You must pay all charges for the service as specified on 3 Paging & Messaging's price schedules. You acknowledge that you have been given a copy of the price schedules.
  - 7.2 If we suspend your service because you breached your agreement, and you want to reconnect your service, you will be required to pay a re-connection fee which will be added to your account.
- 8. Liability**
  - 8.1 Except as implied by legislation, neither 3 Paging & Messaging, any other carrier has liability for any losses suffered by you or others as a result of your use of, or the failure of, the service or any products.
  - 8.2 3 Paging and Messaging does not warrant that the Services will be provided continuously and without fault or error. By executing this contract you agree you have not relied on any representation made by 3 Paging & Messaging that the service will be free of interruptions or faults.
  - 8.3 3 Paging & Messaging does not guarantee transmission to or reception by you or any other person of any Message or Information. 3 Paging & Messaging aim to have network availability at 99.5%
- 9. Taxes**

When applicable, all current or future taxes, including GST, will be payable by you at the relevant rate.
- 10. Credit assessment and privacy consent**
  - 10.1 Your application for the service is subject to a credit assessment. If we regard this as unsatisfactory, we regret we will not be able to connect you. You consent to 3 Paging & Messaging giving information about you to a credit reporting agency for the purposes of obtaining a consumer credit report about you and allowing the credit reporting agency to create or maintain a credit information file containing information about you. This is limited to identifying information, general particulars of your account, notice of payments more than 60 days overdue, cheques dishonoured more than once and serious credit infringements. This information may be given before, during or after the provision of credit to you.
  - 10.2 You agree that where relevant, 3 Paging & Messaging may obtain information about you from a business which provides information about the commercial credit-worthiness of persons for the purpose of assessing your application for credit and collecting any overdue payments. If you apply for commercial credit, you agree that 3 Paging & Messaging may obtain a consumer credit report about you from a credit reporting agency for the purpose of assessing your application for commercial credit and collecting overdue payments.
  - 10.3 You also agree, subject to our obligations under the Privacy Act 1988 and Telecommunications Act 1997 or any other applicable legislation, that 3 Paging & Messaging may disclose personal information to any person or any other carrier for the purpose of supplying the service to you.
  - 10.4 We may use your personal information to market or advertise our products and services to you unless you tell us otherwise.
  - 10.5 The 3 Paging & Messaging Customer Privacy Statement applies to you and is available on our website or from 3 Paging & Messaging Customer Service.