

Critical Information Summary

Hubify Mobile Voice Plans

Unit Pricing Information:

Plan	Nano	Mini	Standard +	Super +	Max +
Minimum Monthly Fee	\$20.00	\$35.00	\$45.00	\$55.00	\$65.00
Calls	\$200	\$1,000	UNLIMITED	UNLIMITED	UNLIMITED
SMS	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
Data	200MB	1.5GB	3GB	6GB	9GB
Calls to 1800	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
Calls to 13-1300	Included Value	Included Value	UNLIMITED	UNLIMITED	UNLIMITED
Calls between users the on same account	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED

All prices quoted are per month and are inclusive of GST
 \$0.40 flagfall + \$0.99 per min for excess usage
 \$0.03 per MB for excess usage over allowed data limit

Terms	
Connection Fee (Per Sim)	\$7.70
Min Contract Period	24 Months
Early Termination Fees	Min Monthly amount multiplied by remaining months left in the contract Equal to the total Contract Value (Min fee multiplied by minimum term of contract)
Relocation	\$0.00
Excess Data Charges	\$0.03 per MB for excess usage over allowed data limit



Information about the service – NANO

Here's a quick summary of the important bits about your **NANO mobile plan**. It covers things like the inclusions and how much you need to pay each month.

Your plan is for a post-paid mobile phone service. It gives you access to our network, a mobile phone number, and let you make and receive calls, send and receive messages, and access to mobile data.

This plan has a 24 month minimum term.

What's included and excluded.

\$200 Standard included call value – with your monthly plan you can make unlimited calls to 1800, calls to **[Insert SP Name]'s** other 4G mobile services and send Unlimited SMS when in Australia. Your MMS, national Standard calls including 13xx, voicemail retrieval, are deducted from your Included Value of \$200.

Your included value can't be used for making calls to international numbers, usage when travelling overseas, calls, MMS or SMS to premium numbers (e.g. 19xx numbers) and all satellite numbers, calls to 1234, 12455 and 12456 numbers or content charges (including third party charges).

200MB included value data - Your unused included value expires each month. Your Monthly included value can be used to access the internet.

Information about pricing

The minimum monthly charge is **\$20**. You will be billed at standard rates if you use more than your monthly call or data included value, or use your mobile for Non-included calls may be overuse of Included Value, and all other call types. E.g. International calls, SMS, MMS and International Roaming are not included in your monthly call or data included value.

For minimum monthly spend you can make unlimited calls to 1800, calls to **Net Hoster** other 4G mobile services and send Unlimited SMS when in Australia. Your MMS, National Standard calls including 13xx*, voicemail retrieval, are deducted from your Included Value of \$200.

In addition, you have 200MB of included value data.

Your monthly charges and inclusions are metered and billed from the 28 to 27 of each month. Any plan upgrade or downgrade made on days other than the 27th of any month will be fully charged on the day of the change (current month) and also on 28th (month in advance). Please refer to billing details.

Early termination

There is no Early Termination Fee (ETF) and this service can be cancelled at any time. If you do decide to cancel the service at any time the amount owing for the service will be the cost of the charges incurred up until the end of the current billing period.

Standard calls, SMS/ MMS and data charges

Call	A 2-minute Standard Call will cost you \$2.38 (\$0.40 flagfall plus \$0.99 per minute). Calls are charged in 60 second increments.
SMS	Free of charge
MMS pxt	\$0.50 per MMS - pxt
MMs video	\$0.75 per MMS - video
Data	If you exceed your 200MB Monthly included value, you will be charged \$0.03 for each MB you use over the included value.



Information about the service – MINI

Here's a quick summary of the important bits about your **MINI** mobile plan. It covers things like the inclusions and how much you need to pay each month.

This is a post-paid mobile phone service plan. It gives you access to our network, a mobile phone number, and let you make and receive calls, send and receive messages, and have access to mobile data.

This plan has a 24 month minimum term.

What's included and excluded?

\$1000 included value – you can use your monthly included value to make calls to national standard fixed and mobile numbers, MMS, voicemail retrieval, 1800 and 13xx* numbers. National SMSs are unlimited and are not deducted from your monthly included value. Calls including 13xx*, voicemail retrieval, are deducted from your Included Value of \$1000.

With your monthly plan you can make unlimited calls to 1800, calls to **Hubify** other 4G mobile services and send Unlimited SMS and standard MMS when in Australia.

Your monthly included value **can't** be used for making calls to international numbers, usage when travelling overseas, calls or SMS to premium numbers (e.g.19xx numbers) and all satellite numbers, calls to 1234, 12455 and 12456 numbers or content charges (including third party charges).

1.5GB included data - Your unused monthly included data expires each month. Your monthly included data can be used to access the Australian mobile data network.

Information about pricing:

The minimum monthly charge is **\$35**. Excess Usage charges apply if you use more than your included data, included value, or make calls, send SMS or MMS to any of the non-included numbers. If you desire, opting in to Zero Bill Shock will allow no excess usage charges against your monthly bill**.

Your monthly charges and inclusions are metered and billed from the 28 to 27 of each month.

Early Termination

There is no Early Termination Fee (ETF) and this service can be cancelled at any time. If you do decide to cancel the service, the amount owing for the service will be the cost of the charges incurred up until the end of the current billing period.

Standard calls, SMS/MMS and data charges

Call	A 2-minute Standard Call will cost you \$2.38 (\$0.40 flagfall plus \$0.99 per minute). Calls are charged in 60-second increments.
SMS/standard MMS	Free of charge
Data	If you exceed your 1.5GB Monthly included value, you will be charged \$0.03 for each MB you use over the included value.



Information about the service – STANDARD+

Here's a quick summary of the important bits about your **STANDARD+** mobile plan. It covers things like the inclusions and how much you need to pay each month.

Your plan is for a post-paid mobile phone service. It gives you access to our network, a mobile phone number, and let you make and receive calls, send and receive messages, and access to mobile data.

This plan has a 24-month minimum term.

What's included and excluded.

Unlimited included call value - with your monthly plan you can make unlimited National Standard calls to any fixed and mobile numbers, including unlimited SMS, MMS, voicemail retrieval, 1800, 13xx calls.

Your unlimited included value **can't** be used for making calls to international numbers, usage when travelling overseas, calls or SMS to premium numbers (e.g., 19xx numbers) and all satellite numbers, calls to 1234, 12455 and 12456 numbers or content charges (including third party charges).

3GB included value data - Your unused included value expires each month. Your monthly included value can be used to access the internet.

Information about pricing

The minimum monthly charge is **\$45**. You will be billed non-included value rates if you use more than your monthly data included value per month, or use your mobile for Non-included calls, and any other non-standard call types (e.g. International calls, SMS, MMS International Roaming and special numbers).

You can make Unlimited National Standard calls to fixed and mobile, including unlimited SMS, MMS, voicemail retrieval, 1800, 13xx. In addition, you have 3GB of included value data.

Your monthly charges and inclusions are metered and billed from the 28 to 27 of each month. Any plan upgrade or downgrade made on days other than the 27th of any month will be fully charged on the day of the change (current month) and also on 28th (month in advance). Please refer to billing details.

Early termination

There is no Early Termination Fee (ETF) and this service can be cancelled at any time. If you do decide to cancel the service at any time the amount owing for the service will be the cost of the charges incurred up until the end of the current billing period.

Standard calls, SMS/MMS and data charges

Standard Calls	Free of charge
SMS/MMS	Free of charge
Data	If you exceed your 3GB Monthly included value, you will be charged \$0.03 for each MB you use over the included value.



Information about the service – SUPER +

Here's a quick summary of the important bits about your **SUPER +** mobile plan. It covers things like the inclusions and how much you need to pay each month.

Your plan is for a post-paid mobile phone service. It gives you access to our network, a mobile phone number, and let you make and receive calls, send and receive messages, and access to mobile data.

This plan has a 24-month minimum term.

What's included and excluded

Unlimited included call value - with your monthly plan you can make unlimited National Standard calls to fixed and mobile, including unlimited SMS, MMS, voicemail retrieval, 1800, 13xx calls.

Your unlimited included value **can't** be used for making calls to international numbers, usage when travelling overseas, calls or SMS to premium numbers (e.g. 19xx numbers) and all satellite numbers, calls to 1234, 12455 and 12456 numbers or content charges (including third party charges).

6GB included value data - Your unused included value expires each month. Your monthly included value can be used to access the internet.

Information about pricing

The minimum monthly charge is **\$55**. You will be billed non-included value rates if you use more than your monthly data included value per month, or use your mobile for Non-included calls, and any other non-standard call types (e.g. International calls, SMS, MMS International Roaming and special numbers).

You can make Unlimited National Standard calls to fixed and mobile, including unlimited SMS, MMS, voicemail retrieval, 1800, 13xx. In addition you have 6GB of included value data.

Your monthly charges and inclusions are metered and billed from the 28 to 27 of each month. Any plan upgrade or downgrade made on days other than the 27th of any month will be fully charged on the day of the change (current month) and also on 28th (month in advance). Please refer to billing details.

Early termination

There is no Early Termination Fee (ETF) and this service can be cancelled at any time. If you do decide to cancel the service at any time the amount owing for the service will be the cost of the charges incurred up until the end of the current billing period.

Standard calls, SMS/MMS and data charges

Standard Calls	Free of charge
SMS/MMS	Free of charge
Data	If you exceed your 6GB Monthly included value, you will be charged \$0.03 for each MB you use over the included value.



Information about the service – MAX +

Here's a quick summary of the important bits about your **MAX** mobile plan. It covers things like the inclusions and how much you need to pay each month.

This is a post-paid mobile phone service plan. It gives you access to our network, a mobile phone number, and let you make and receive calls, send and receive messages, and have access to mobile data.

This plan has a 24 month minimum term.

What's included and excluded

Unlimited included call value - with your monthly plan you can make unlimited national standard calls to fixed and mobile, including unlimited SMS, standard MMS, voicemail retrieval, 1800 and 13xx calls.

Your unlimited included value **can't** be used for making calls to international numbers, usage when travelling overseas, calls, MMS or SMS to premium numbers (e.g. 19xx numbers) and all satellite numbers, calls to 1234, 12455 and 12456 numbers or content charges (including third party charges).

9GB included data - Your unused included data expires each month. This can be used to access the Australian mobile data network.

Information about pricing

The minimum monthly charge is **\$65**. Excess Usage charges apply if you use more than your included data , or make calls, send SMS or MMS to any of the non-included numbers. If you desire, opting in to Zero Bill Shock will allow no excess usage charges against your monthly bill*.

Your monthly charges and inclusions are metered and billed from the 28 to 27 of each month.

Early termination

There is no Early Termination Fee (ETF) and this service can be cancelled at any time. If you do decide to cancel the service, the amount owing for the service will be the cost of the charges incurred up until the end of the current billing period. Standard calls, SMS/MMS and data charges

Standard Calls	Free of charge
SMS/Standard MMS	Free of charge
Data	If you exceed your 9GB Monthly included value, you will be charged \$0.03 for each MB you use over the included value.

Information about the service – ALL PLANS

Using your service overseas

Your Monthly Call and Data included value doesn't include usage while you're overseas, so you'll be charged separately for this usage. Roaming is not available in all the countries. Please refer to the International Roaming Critical Information Summary.

Information about bolt-ons

Here's a quick summary of the important bits about your data **Bolt-ons**. It covers details of the options you have, how it works, and how much you need to pay. There are basically two types of data bolt-ons: One-off and Recurring.

One-off bolt-ons

Domestic

One-off bolt-ons available on Prima Mobile are perfect to cover that extra data you were not expecting to use. It is charged at the moment of addition and gives you 1GB of data to use in Australia.



Bolt-on	Amount of data	Cost
1GB One-off bolt-on	1GB	\$10

The 1GB One-off bolt-on will start to be consumed once your plan's data allowance is exhausted, and it can help you avoiding the costlier excess usage charges. Once the bolt-on is exhausted, excess usage charges may apply.

It is valid until the end of your monthly bill (27th of every month) and will not be renewed or recharged automatically once exhausted or in the following month. You can add this bolt-on as many times as you like.

1GB One-off bolt-on is available on all Prima Mobile plans.

International Roaming

Here's a quick summary of all the important bits about your **International Roaming** availability and charges for the Mobile Broadband Plans and Mobile Plans.

International Roaming charges apply to your post-paid mobile phone service when you use it in countries outside Australia. It gives your mobile phone number access to international mobile phone networks and let you make and receive calls, send and receive SMS/MMS, and access mobile data (if available).

What's Included and Excluded?

International Roaming charges apply to usage of call, messaging and data services, including receiving calls and SMS/MMS messages.

Information about pricing

Usage of your Mobile for incoming and outgoing calls in countries outside Australia is charged outside of your standard monthly Access Fee. Rates for different services vary from country to country, according to the tables below.

International Roaming Band Structure	Calls Made and Received per 60 secs.
Countries in Zone 1	\$1.500
Countries in Zone 2	\$2.000
Countries in Zone 3	\$2.500
Countries in Zone 4	\$3.000
Countries in Zone 5	\$3.500
Countries in Zone 6	\$4.000
Countries in Zone 7	\$4.500
Countries in Zone 8	\$5.000
Flag fall in all zones is \$0.75	
International Roaming SMS	Per Message Sent
Sending SMS (per message)	\$0.750
International Roaming Data	Per Megabyte
Data Roaming charges (per MB)	\$3.000



Country	Zone	Data Available
Austria	4	YES
Belgium	6	NO
Bolivia	5	NO
Brazil	5	NO
Bulgaria	5	NO
Canada	4	YES
Cambodia	4	NO
China	5	YES
Cook Islands	4	YES
Croatia	7	NO
Czech Republic	7	NO
Denmark	2	YES
East Timor	3	YES
Egypt (Arab Republic)	7	NO
Estonia	5	NO
Fiji	3	YES
Finland	1	YES
Former Yugoslav Rep of Macedonia	4	YES
France	3	YES
Germany	2	YES
Greece	2	YES
Guernsey (UK)	2	YES
Hong Kong	3	YES
Hungary	4	YES
India (<i>Limited to Delhi, Mumbai & Uttar Pradesh West</i>)	5	NO
Indonesia	6	NO
Ireland	3	YES
Isle of Man (UK)	2	YES
Israel	6	NO
Italy	2	YES
Japan	4	YES
Kenya	7	NO
Kuwait	8	NO
Latvia	6	NO
Lithuania	7	NO
Luxembourg	2	YES
Malaysia	2	YES
Malta	8	NO
Mexico	7	NO
Netherlands	3	YES
New Zealand	1	YES
Nigeria	3	YES
Norway	2	YES
Palestine	6	NO
Papua New Guinea	5	NO



Philippines	4	YES
Poland	6	NO
Portugal	2	YES
Qatar	7	NO
Romania	6	NO
Russia	8	NO
Samoa	5	NO
Singapore	1	YES
Slovak Republic	4	YES
South Africa	1	YES
South Korea	3	YES
Spain	5	NO
Sri Lanka	7	YES
Sweden	3	YES
Switzerland	4	YES
Taiwan	2	YES
Thailand	3	YES
Tonga	2	YES
Turkey	6	NO
UAE	5	NO
UK	2	YES
USA	4	YES
Vanuatu	2	YES
Vietnam	2	YES

All rates listed in \$AUD. Calls rates are shown per minute and charged with an initial flagfall plus an increment of 60 seconds and per 60 seconds thereafter.

GST does not apply to roaming charges.

Roaming Data Bolt-ons

International Roaming data bolt-ons are available on the Nano, Mini, Standard, Super and Max plans.

How to activate International Roaming

In default, International Roaming is not activated. Before going overseas, please call **133200** to activate the service.

International Roaming can be deactivated at any time at no extra cost.

International Roaming One-off bolt-ons available on Prima Mobile are perfect to get you more affordable data when you are roaming internationally, once 1MB of a Roaming bolt-on is around 10 times cheaper than the standard international data rates. It is charged at the moment of addition and immediately gives you data to be used in other countries.

Below are the three International Roaming bolt-ons to choose from

Bolt-on	Amount of data	Cost
100MB Roaming One-off bolt-on	100MB	\$35
500MB Roaming One-off bolt-on	500MB	\$160
1GB Roaming One-off bolt-on	1GB	\$300



Note: Bolt-ons can only be used in countries where data is available.

Roaming Bolt-ons will start to be consumed as soon as you arrive overseas and start data to use data through the mobile network.

It is valid for 30 days from the date of activation (Australian time zone) and will not be renewed or recharged automatically once exhausted or in the following month. You can add these bolt-on as many times as you like, and even combine them. For example, adding a 1GB Roaming One-off bolt-on a 500MB Roaming One-off bolt-on will give you 1.5GB to use overseas.

Roaming bolt-ons are not available on Mobile Broadband plans.

Note: International Roaming bolt-ons are subject to availability in the country you are visiting. For more info please see International Roaming rates sheet.

Recurring bolt-ons

Recurring bolt-ons available on Prima Mobile are perfect to cover that extra data you are expecting to use every month. It gives you from 1GB to 5GB of data every month to use in Australia.

Bolt-on	Amount of data	Cost
1GB Auto bolt-on	1GB	\$10 per block
5GB Recurring bolt-on	5GB	\$35

1GB Auto bolt-on

Once you sign up for the 1GB Auto bolt-on, it will be automatically added to your plan only when your plan's data allowance or any other active bolt-ons are exhausted. If you do not exhaust your plan's data allowance, there will be no charge.

Up to 5 x 1GB bolt-on blocks will be automatically added to your account as they are consumed, one by one. You just pay for those 1GB bolt-ons block that are added. Once the 5th data block is exhausted, excess usage charges may apply.

It is valid until the end of your monthly bill (27th of every month), and will be automatically renewed. You can cancel this bolt-on at any time, but any unused data will be forfeited.

1GB Auto bolt-on is available on all Prima Mobile plans.

5GB Recurring bolt-on

5GB Recurring bolt-on gives you the great value of \$7 per 1GB of data.

Once you sign up for the 5GB Recurring bolt-on, it is valid until the end of your monthly bill (27th of every month), and will be automatically renewed.

The 5GB Recurring bolt-on will be start to be consumed once your plan's data allowance is exhausted. It can help you avoiding the costlier excess usage charges. Once the bolt-on is exhausted, excess usage charges may apply.

You can cancel this bolt-on at any time. Any unused data will remain available until the expiring date.

5GB Recurring bolt-on is not available on Mobile Broadband plans.

Notifications

You will receive notifications via SMS (Mobile Voice plans) or email (Mobile Broadband plans) reflecting the consumption of your active bolt-ons.

If you have more than one Domestic bolt-on active in your plan, they will be consumed in the following order until reaching excess usage:



Domestic bolt-ons	
1	Plan's data allowance
2	5GB Recurring bolt-on
3	1GB One-off bolt-on
4	1GB Auto bolt-on
5	Excess usage

If you have more than one Roaming bolt-on active in your plan, they will be consumed in order of activation.

NOTE: There is no 50% and 85% usage notifications for 1GB Auto bolt-on blocks. Notifications will be sent when you transit to the first 1GB Auto bolt-on block, as well as when blocks are 100% exhausted.

Balance Check (USSD)

To check the usage of you plan allowance, excess charges and bolt-ons usage while you are in Australia simply dial *159# and you will receive a balance summary.

If you are overseas, you can dial *159# or #100# codes to receive a balance summary.

Note: Please note that international mobile networks are managed by third parties, so it may not fully interoperate with Australia's network at all times.

Information about pricing

Unit Pricing Information:

Please refer to table above for unit pricing information.

Minimum monthly charge:

Please refer to the table above for pricing information.

Changes to monthly charges:

Hubify may, at its discretion, change the monthly charge to the Minimum monthly charge and/ or associated add on's. Adjustments to the charges can happen due to adjustments in charges from upstream carriers or any other reason. By accepting service(s) supplied by Hubify you accept that changes to the monthly charges can occur, without warning, you agree to continue paying for the service(s) with the charge adjustments for the remaining term of the service(s) and for as long as you use the service(s) beyond the minimum term of the agreement.

Maximum monthly charge:

The maximum monthly charge depends on whether you have chosen to consume additional data via our excess charges.

Service Uptime and Availability:

By signing up for Hubify's service(s) you accept and agree that there is no service uptime guarantee associated with Hubify's products. If the service is down for any reason there will be no rebate you can claim, nor will it be considered as a valid reason to cancel the service(s). If the service is down for any reason generally it will be due to upstream carrier activates or infrastructure issues which Hubify cannot control. Hubify will work with its suppliers (within its capabilities and best effort) to ensure the service is restored as quickly as possible.

By signing up for Hubify's service(s) you accept and agree that Hubify is completely indemnified from any loss or impact to your business due to down time or no availability of the service here in Australia or Abroad.

Hubify will not pay any compensation to its users for any reason.



Billing:

All bills are delivered by email and Direct Debit from either a bank account or credit card is required.

We will bill you in advance for the minimum monthly charge and features and in arrears for data. Your first bill will include charges for part of the month from when you took up your plan until the end of that billing cycle, as well as the minimum monthly charge in advance for the next billing cycle.

Early termination charges:

If you choose to cancel your service or it is disconnected for any reason within the contract term you will be charged an early termination fee of the Minimum Monthly charge multiplied by the remaining months of the agreed term.

Loss of supply, connection or access of product or service supplied or provided from your previous provider or previous setup:

If you choose to move, change, disconnect or transfer your service(s) to Hubify from a previous provider you agree to take full responsibility for any products or services associated and/or connected to the service you move, change, disconnect or transfer Hubify. Hubify is completely exempt from any loss or liability that may arise if you choose to move, change, disconnect or transfer your service(s) to Hubify.

Responsible Usage:

You are responsible for your actions on our telecommunications network ("Network") and systems you access through your Internet Service. If you act recklessly or irresponsibly in using your Internet Service or your actions endanger any person or the integrity or security of our Network, systems or equipment, your access may be restricted, suspended or terminated, without prior notice.

1. In particular, you agree that you will not use, attempt to use or allow your Internet Service to be used to:

2. store, send or distribute any content or material which is restricted, prohibited or otherwise unlawful under any applicable Commonwealth, State or Territory law, or which is likely to be offensive or obscene to a reasonable person;
3. store, send or distribute confidential information, copyright material or other content which is subject to third party intellectual property rights, unless you have a lawful right to do so;
4. do anything, including store, send or distribute material which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings;
5. do any other act or thing which is illegal, fraudulent or otherwise prohibited under any applicable Commonwealth, State or Territory law or which is in breach of any code, standard or content requirement of any other competent authority;
6. do anything, including store, send or distribute material, which interferes with other users or restricts or hinders any person from accessing, using or enjoying the Internet, our Services, Network or systems;
7. forge header information, email source address or other user information;
8. access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network;
9. compromise the security or integrity of any network or system including our Network;
10. access, download, store, send or distribute any viruses or other harmful programs or material;
11. send or distribute unsolicited advertising, bulk electronic messages or otherwise breach your spam obligations set out in clause 4, or overload any network or system including our Network and systems;
12. use another person's name, username or password or otherwise attempt to gain access to the account of any other Customer;
13. tamper with, hinder the operation of or make unauthorised modifications to any network or system; or
14. authorise, aid, abet, encourage or incite any other person to do or attempt to do any of the above acts.

Excessive & Fair use:

You must use your Service(s) in accordance with any download or capacity limits stated in the specific plan that you subscribe to for the use of that Service. We may limit, suspend or terminate your Service(s) if you unreasonably exceed such limits or excessively use the capacity or resources of our Network in a manner which may hinder or prevent us from providing services to other customers or which may pose a threat to the integrity of our Network or systems.



Security:

You are responsible for maintaining the security of your Service(s), including protection of account details, passwords and protection against unauthorized usage of your Service by a third party. We recommend that you take appropriate security measures such as installation of a firewall and use up to date anti-virus software. You are responsible for all charges incurred by other persons who you allow to use your Service(s), including anyone to whom you have disclosed your password and account details.

Any charges that arise from a breach in security are completely the responsibility of the user. Hubify is completely indemnified from security breaches and will not compensate the user for any cost or loss that arises from security breaches.

Copyright

It is your responsibility to ensure that you do not infringe the intellectual property rights of any person in relation to any material that you access or download from the Internet and copy, store, send or distribute using your Service(s). You must not use your Service(s) to copy, adapt, reproduce, distribute or otherwise make available to other persons any content or material (including but not limited to music files in any format) which is subject to copyright or do any other acts in relation to such copyright material which would infringe the exclusive rights of the copyright owner under the Copyright Act 1968 (Cth) or any other applicable laws.

You acknowledge and agree that we have the right to immediately cease hosting and to remove from our Network or systems any content upon receiving a complaint or allegation that the material infringes copyright or any other intellectual property rights of any person.

Content:

You are responsible for determining the content and information you choose to access on the Internet when using your Service(s).

It is your responsibility to take all steps you consider necessary (including the use of filtering programs) to prevent access to offensive or obscene content on the Internet by children or minors who you allow to use your Internet Service. You may obtain further information on content filtering products at the Internet Industry Association (IIA) website.

You must not use or attempt to use your Service(s) to make inappropriate contact with children or minors who are not otherwise known to you.

You are responsible for any content you store, send or distribute on or via our Network and systems including, but not limited to, content you place or post on web pages, email, chat or discussion forums, bulletin boards, instant messaging, SMS and Usenet news. You must not use such services to send or distribute any content which is prohibited, deemed obscene or offensive or otherwise unlawful under any applicable Commonwealth, State or Territory law, including to send or distribute classes of restricted content to children or minors if that is prohibited or an offence under such laws.

Your failure to comply with these requirements may lead to immediate suspension or termination of your Internet Service without notice. If we have reason to believe you have used your Internet Service to access child pornography or child abuse material, we are required by law to refer the matter to the Australian Federal Police.

Regulatory Authorities:

You must label or clearly identify any content you generally make available using your Service(s) in accordance with the applicable classification guidelines and National Classification Code (issued pursuant to the Classification (Publications, Films and Computer Games) Act 1995 (Cth)) or any industry code which applies to your use or distribution of that content.

Commonwealth legislation allows the ACMA to direct us to remove from our Network and servers any content which is classified, or likely to be classified, as 'prohibited' content. We also co-operate fully with law enforcement and security agencies, including in relation to court orders for the interception or monitoring of our Network and systems. Hubify may take these steps at any time without notice to you.



You must not hinder or prevent us from taking all steps necessary to comply with any direction from ACMA or any other law enforcement or security agency. You acknowledge that Hubify reserves the right to limit, suspend or terminate your Internet Service if there are reasonable grounds for suspecting that you are engaging in illegal conduct or where use of your Internet Service is subject to any investigation by law enforcement or regulatory authorities.

Suspension or Termination:

Hubify reserves the right to suspend your Service(s) if you are in breach of this Policy, provided that we will first take reasonable steps to contact you and give you the opportunity to rectify the breach within a reasonable period. What is reasonable in this context will depend on the severity of the problems being caused by the breach (for example, if you commit a serious or continuing breach, it may be reasonable to immediately suspend your Service(s) without notice to you).

If we notify you of a breach of your Obligations, we will, at your request and to the extent we are reasonably able, supply you with information as to the nature of open relays and suggested resolutions to assist you to comply with your Obligations.

Our right to suspend your Service(s) applies regardless of whether the breach is committed intentionally, through misconfiguration, or by other means not authorised by you including but not limited to through a Trojan horse, virus or any other reason.

If your Service(s) is suspended and the grounds upon which it was suspended are not corrected by you within seven days, we may terminate your Service(s). In the event your Service(s) is terminated, you may apply for a pro rata refund of any pre-paid charges for your Service (s), but we will have the right to levy a reasonable fee for any costs incurred as a result of the conduct that resulted in the suspension.

Changes to this policy:

Hubify may vary this Policy by giving you notice by email to the email address notified by you or otherwise in accordance with the notice provisions of your service agreement with us. Your continued use of your Service(s) after such notice will constitute acceptance of the variation.

Other Information

Direct Debit Terms & Conditions:

1. We agree to be bound by this agreement when we receive your Direct Debit details complete with the particulars we need to draw an amount under it.
2. We only draw money out of your account in accordance with the terms of your agreement with the Company.
3. On giving you at least 14 days' notice, we may: Change our procedures in this agreement; Change the terms of your Direct Debit; or Cancel your Direct Debit.
4. When contacting us, you may ask us to cancel your Direct Debit. Please be aware that if direct debit or card charge is required for your service and you ask to cancel or later the terms of your Direct Debit, this may also involve cancellation of your service with us (and may result in costs and charges).
5. You may dispute any amount we draw under Direct Debit by contacting us, detailing your customer reference details and your bank account or credit card number as applicable. You must provide a detailed explanation of the basis for the dispute to assist in a resolution.
6. We deal with any dispute by the following procedure: We will investigate the dispute, and where necessary you are expected to provide your cooperation. This cooperation may include contacting your bank, providing account statements, or other means of substantiating a dispute. While a dispute is being investigated, you may request that we suspend pending payments until a resolution is reached. Please note that we will keep written record of dispute proceedings to assist in dispute resolution.
7. If the day on which you must make any payment to us is not a business day, we will draw on your account under your Direct Debit on the following business day. If your financial institution rejects any of our attempts to draw an amount in accordance with your Direct Debit, we may continue to seek that payment and recoupment of any fees incurred by us as a consequence of that rejection until all amounts due are paid.
8. We will not disclose to any person any information you give us on your Direct Debit, which is not publicly available, unless you dispute any amount we draw under your Direct Debit and we need to disclose any information relating to your Direct Debit or to you or your financial institution to resolve the dispute.
9. To contact us in accordance with the above, please use the contact details available on our website by clicking on the link titled "Contact Us".



Credit Checks:

Prior to accepting your application, you have provided to us all information relevant to our assessment of your credit rating. You consent and acknowledge that you: Understand that the Privacy Act 1988 (Cth) allows us to give a credit reporting agency certain personal information about you; The information we disclose to a credit reporting agency includes 60 days overdue and for which debt collection action has started, information that in our opinion you have acted fraudulently or shown an intention not to comply with your credit obligations, and cheques drawn by you for \$100 or more which have been dishonoured more than once; Agree to our obtaining from a credit reporting agency a credit report containing information about your personal credit worthiness for purposes of assessing your application and assisting in collecting overdue payments, and to our obtaining information about your commercial activities or commercial credit worthiness from any business which provides information about the commercial credit worthiness of persons, your accountant or any other supplier to you; Agree to our giving to and obtaining from any credit provider named in your application or in a credit report on you issued by a credit reporting agency, information about your credit arrangements for the purpose of assessing your application, notifying a default by you, allowing another credit provider to ascertain the status of your arrangements with us where you are in default with one or more other credit providers and generally assessing your credit worthiness; and Understand the information exchanged can include any information about your business, personal and/or commercial credit worthiness, credit history or credit capacity which the Privacy Act allows credit providers to give to or receive from each other.

Complaints

Complaints about content:

If you have a complaint about content accessible using your Service(s) you may contact the ACMA by filling out an online complaint form at acma.gov.au, emailing online@acma.gov.au or faxing your complaint to the ACMA Content Assessment Hotline Manager on (02) 9334 7799. Please note that all complaints to ACMA must be in writing. You may also report a complaint about content by emailing us at support@nethoster.com.au.

Complaints about Spam:

All internet and email service providers are required by the Internet Industry Code of Practice to maintain an "abuse@" email address (or other email address as notified by the service provider) to allow end users to report Spam. If you think you have been sent Spam by a Hubify subscriber, you may report it by following the procedure set out in our [Fact Sheet: How to Report Spam. You may escalate a report to a complaint by following the procedure set out in our [Fact Sheet: How to Complain About Spam. If you think you have been sent Spam by a subscriber of another internet or email service provider, you may report it by emailing that service provider at their "abuse@" email address or other email address as notified by the service provider for that purpose.

You can report or make a complaint about Spam you have received by contacting the ACMA by filling out an online complaint form at acma.gov.au or via the ACMA Spam Reporting System Spam Matters.

You may also make complaints to other bodies about Spam where the content is in some other way offensive or contrary to law. For example, you may complain to the ACMA about Spam that contains content you believe is offensive or relates to online gambling.

You can report a Spam message that contains fraudulent or misleading and deceptive content (for example, email scams) to the Australian Competition and Consumer Commission (ACCC) via the ACCC website by phoning 1300 302 502 (business hours, Monday to Friday).

The Australian Securities and Investment Commission (ASIC) also deals with certain complaints about the contents of Spam messages, particularly about fraudulent conduct by Australian businesses. The ASIC website outlines the types of complaints they deal with and has an online complaint form: www.asic.gov.au (click on 'Complaining About Companies or People').

If you are concerned that your personal information has been misused to send you Spam, the Federal Privacy Commissioner recommends that you complain to the organisation first, especially if you know how to contact it and have had dealings with it in the past about other goods or services. If the matter is not resolved adequately, you can visit the Federal Privacy Commissioner's website for details on how to make a complaint.



Telecommunications Industry Ombudsman (TIO):

We encourage you to always contact us first if you experience any problem or are unhappy. We will do our best to solve your problem during our first contact.

If you wish to contact the TIO, you can do so as follows:

Phone: **1800 062 058**

Fax: **1800 630 614**

Online: **<http://www.tio.com.au/making-a-complaint>**

We're here to help!

Please contact us for further information or visit our website for full Terms and Conditions.

Enquiries, feedback and complaints?

Please contact us by **calling 1300 482 439** or by **sending an email to support@Hubify.com.au** if you have any questions, would like to give feedback or to make a complaint.

Conditions Summary valid as of October 2016.



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