



General Terms & Conditions -

Better Life Mobile – Last updated March 2020

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1. General Terms & Conditions –Better Life Mobile

These General Terms & Conditions set out our standard terms and conditions that apply to all Services acquired by you from Better Life Mobile / Better Life Group Pty Ltd.

Words in this document have special meanings as defined in our Definitions sections of this document. You should read this to properly understand this document.

2. These Terms

You should read all of these all our Terms carefully so that you understand all of your rights and obligations before you use Better Life Mobile products and services. You must comply with all of the Customer Terms and so must we.

You may obtain a copy of any of the documents forming part of the Terms and Policies from our website located in our FAQ's page at www.betterlifemobile.com.au or by calling (03) 90185349.

The Terms are made up of:

- Terms listed in this document – General Terms & Conditions.
- The service terms for any services you choose as listed in your Critical Information Summary.
- Any terms within the 'application' for products and services you choose.
- Acceptable Use Policy
- Complaints Handling Policy.
- Privacy Policy
- Mobile Number Porting Authority
- Financial Hardship Policy

1.1. When do the General Terms commence?

The Customer Terms commence once you apply to become a Customer, regardless of whether you are connected to Better Life Mobile's services or not.

1.2. When do the General Terms end?

The Customer Terms will continue until you or Better Life Mobile terminate your agreement.

2. Changing the General Terms and our Service

2.1. Changes we can make

Better Life Mobile can make changes to the General Terms and our service at any time. Where required and/or is reasonable to do so, we will give the required or reasonable notice of changes that may affect you unless those changes are deemed to have a positive or beneficial impact on you. More details of which are outlines below under 'Changes that benefit you.'

Examples of possible changes are as follows:

- Changes to our Network Coverage or to the type of Network or Network carrier
- Device requirements for access to the network
- Changes to plan costs, rate and charges.

- Changes to plan inclusions, removal of plans and plan eligibility
- Changes to our policies, our terms and conditions.

2.2. Adverse Changes that may affect you

Where we have reason to believe a change is likely to have an adverse impact on you, we will contact you in writing giving at least 30 Days' notice prior to the change taking place.

In the event that a change is due to take place prior to an expiry period of any credit you may have, you are entitled to a refund of this remaining credit.

Better Life Mobile does not charge for cancellation of service or for porting out of your service should you decide that your current service and/or product, subject to possible adverse change will no longer be acceptable or suitable to you.

2.3. Changes having no impact or of benefit to you.

If we reasonable consider that a change be of benefit to you or have no impact on you, we may or may not elect not to notify you in person. Better Life Mobile will consider whether to notify you, dependant on the change at hand.

2.4. Changes beyond our control

Where our Network provider or third parties responsible, either whole or partially for the provision of your service makes changes, suspends or terminates services and we are not provided notice of this, we will give you as much notice as is possible.

Should changes be made as required by Law in an emergency or for security reasons that are beyond our control, we will give you as much notice as we are able to, dependent upon the situation.

3. Our terms and Liability

3.1. Liability to you

Our terms do not exclude or restrict your rights as applicable under Australian Law.

Our service is offered with the guarantees applicable by law and under the standards of compliance and the relevant codes relating to the offering of telecommunications products and services in Australia.

We are liable to you should we breach the law or the Industry requirements for providing the service to you.

We are not liable for any loss or consequential loss you may incur as a result of using this service under any contract, tort (negligence or otherwise), statute, equity or other such laws.

As your service is provided to you for the primary purpose of personal, domestic or household use, we do not accept liability to you for losses that result from the use of your service in connection with the conduct of a business.

3.2. Your Liability to us

You are liable to Better Life Mobile in relation to the General Terms and our Service terms and for any matter not otherwise excluded by law.

3.3. Your Rights

Information about Your rights can be obtained by contacting the Australian Communications and Media Authority (ACMA), the Telecommunications Industry Ombudsman (TIO), the Australian Competition and Consumer Commission (ACCC) or the Office of Fair Trading or Department of Consumer Affairs in Your State or Territory. Further information and contact details can be obtained through Customer Support on (03) 90185349 also.

4. Assistance when you have different needs

4.1. Appointing an authorised representative

Within the FAQ section of our website, under “*Appointing an authorised representative*” there is a link to a form which can be submitted to us, to give authority for a third party to deal with us in relation to your service and relationship with Better Life Mobile. These can be emailed to us and we will then make contact with the representative to work out the best way to tailor our communication and ongoing relationship with you, our customer.

4.2. Other Assistance

You should inform us if you need special assistance. We will do all that is reasonable to accommodate your different needs. Contact Customer Support to discuss how we can best accommodate your needs.

5. Commencement with Better Life Mobile

5.1. Your Application

You are required to complete an application for all Better Life Mobile services. If you decide to have more than one service, you will need to complete an application for any additional services you decide to take out also. If you are unable to complete an application yourself, please refer to our ‘Customers with different needs policy’ available on our website for further information to support you or a nominee in submitting an application.

5.2. How to Apply

You can apply via our website at www.betterlifemobile.com.au or we can mail you an application form. To have one mailed to you, you will need to email support@betterlifemobile.com.au or call us on (03) 90185349.

You can nominate to have someone apply on your behalf. You will need to complete an authority form available from us if you wish for a third party to act on your account and/or submit an application for you.

5.3. Requirements for your application

There are a number of Federal laws governing the identification and verification of those wishing to apply for telephone and mobile type services with which we and you must comply in order to process your application.

It is a condition of your application that the following be met or your application will be refused and/or cancelled:

- Upon application you will be required to provide proof of Identification in compliance with the relevant Federal and other laws and these requirements may change at any time without notice to applicants. Such ID as might be requested include:
 - Driver's license
 - Centre Link Health Care Card
 - Medicare Card
 - Proof of address
 - Australian Passport
- To protect customers from unauthorised mobile number transfers, we enforce the *Telecommunications (Mobile Number Pre-Porting Additional Identity Verification) Industry Standard 2020*. This standard requires that customers undertake an additional identity verification process to assist in verifying the identity of the person making a porting request.
- For this reason, a customer must be in possession of the mobile service and it must be active in a mobile phone when you call to initiate a porting request. We will need to either call you on this number or send an SMS verification code to you which you will need to read back to us in real time.
- At any time, during your application stage or any time during which Better Life Mobile services are being supplied to you, we may ask to verify the validity of Centre Link issued cards or other references of eligibility such as pension and veteran cards. Should you not be able to provide a current Centre Link, pension or other such card, you acknowledge that we reserve the right to cancel your application or your account or adjust the price of you plan or service, or transfer you to another service or product which does not require eligibility of such documents.
- You must be 16 year old or older to apply for Better Life Mobile Services.

5.4. Connecting and Porting to Better Life

Successful application for Better Life Mobile services and/or products is completed once:

- You have completed and submitted an application with all relevant information
- We have accepted the application and written to let you know
- You have taken the necessary action to assist in porting an existing service
- You have complied with the eligibility criteria for our service including proof of identification.
- You have paid for the first month of your service.

6. The Better Life Mobile Service

6.1. Your chosen service and related terms

Full information regarding your chosen service can be accessed online or a copy provided to you be contacting Customer Support.

Your service terms and the features of your service are contained within the Critical Information Summary.

Better Life Mobile services are provided on a 'pay in advance' basis. If you don't wish to pay for the next month and payment is not made, your service will be suspended until you wish to pay for it again.

Better Life Mobile service prices are subject to change giving 30 days' notice to you.

6.2. Provision and Access to the Service

We provide you with a mobile service using the Mobile Network provided to us by our chosen Network carrier.

This service is provided in accordance with all relevant State and Federal Laws, associated Standards and Industry best practice.

We rely on the provision of a Network and related infrastructure for which we do not directly control nor own. Therefore, we offer no guarantee that the service is free from faults, interruptions and overloading.

We make no guarantee of the security of voice or data transmission using the Mobile Network.

You will be required to provide your own device in order to utilise the available network provided by us and it is your responsibility to ensure that the device you use is compatible with the Mobile Network and service offered.

Mobile phones purchased both here in Australia and Overseas may not necessarily be compatible with the Network and service being offered. You should check with us before purchasing a new handset, and/or during your application stage either online or by phone. A list of compatible devices can be given to you on request.

You will need a mobile phone or device that is 'unlocked' and able to be used on any network within Australia. If you have a device locked to a network, you will need to contact that network to unlock your device prior to commencing using the Better Life Mobile Service.

It is not our responsibility to unlock your device, inform you of the status of your device or inform you of the compatibility of your device during, before or after the processing of your application and your commencement of the agreement with us.

6.3. Faults & Disruptions

The Network and service is not free from faults and/or disruptions. From time to time we or our suppliers may need to complete maintenance on the infrastructure the service relies on.

Faults should be reported to Customer Support who will make all reasonable attempts to keep you informed of progress on fault restoration where you have requested them to do so.

Better Life Mobile is committed to its obligations to rectify faults or service difficulties affecting the service in accordance with the Telecommunications Act 1997. However, there are circumstances that are beyond our control such as:

- damage to a facility not caused by us
- natural disasters and/or extreme weather conditions that cause outages of the service and restrict connection and/or cause fault rectification action to take place;
- where Better Life Mobile is requested by an authority to provide emergency communications services to assist in emergency action, and the provision of those services restricts rectification of a fault or service difficulty; and
- where we are prevented from connecting a specified service, or rectifying a fault or service difficulty, because we are unable to obtain lawful access to land or a facility.

7. Your use of the Service

7.1. Your responsibilities in relation to the service

You are responsible for the use of the service, regardless of whether you use it, or someone else uses it and with or without your consent.

In using our Service, you must:

- Comply with all applicable laws, regulations and guidelines for use.
- Only use the service for your own personal use
- Not allow others to use the service for business (reselling or re-distributing) without written approval from us in a separate agreement.
- Not use the service in such a way as to cause disruption of damage to the service, related infrastructure or other related products or services
- Not use the service for illegal purposes of any kind

You agree:

- By using Better Life Mobile services, that you accept full liability for your use/misuse of the service
- We may allow your use of the service to be intercepted and/or monitored if required by law and you may not be notified of this.

8. Pricing & Charges

8.1. What you are being charged for

You are being charged for access and use of our service and any applicable features of the service in accordance with our Terms, your application and the products and services you have selected.

8.2. Bills, Invoicing & Payments

Because of the 'pay in advance' nature of our service offering and set monthly pricing, you agree as part of these terms, not to receive a monthly invoice or bill.

On request, we may provide itemised usage information where it is reasonable for us to do so.

Where we are required to source additional information from our suppliers at your request, you agree to pay any fees and costs associated with obtaining this information on your behalf. If you don't wish to pay the reasonable costs associated with obtaining this information, we reserve the right not to request or obtain it on your behalf.

You agree to pay your monthly bill in advance and must ensure that your account with Better Life Mobile has sufficient funds on file on the billing date advised to you upon application for Better Life mobile services. This means, you are responsible for ensuring that the required time is given to allow for inter-bank transfers, public holidays and weekends.

If you do not pay, or have not allowed for sufficient time for payment to your Better Life Mobile account, your service may be interrupted, temporarily barred or suspended until such time as the account has been paid.

Our plans are 'month to month' there is no guarantee or term of guarantee longer than 30 days, related to pricing and our pricing is subject to change giving 30 days' notice to you.

It is important to understand before entering into an Agreement with us for services, that the Better Life Mobile services are not post-paid and we do not offer a line of credit in order for you to pay your account at a later date.

You need to be aware that the Telecommunications Act 1997 and other related regulations and codes treat the relationship of a service provider and a customer/user differently dependant on whether the service being offered is post-paid or pre-paid and whether there is a credit facility in place.

You should make yourself aware of these differences and we recommend that you become familiar with the Act which can be viewed at <https://www.comlaw.gov.au/Details/C2013C00056> or contact the Australian Communications and Media Authority for further information on 1300 850 115.

9. How to monitor your use of the Service

We will notify you via SMS once you have reached 50% 85% and 100% of your included data and or call allowance where applicable to you.

You may also call 1525 from your mobile phone for usage updates or email support@betterlifemobile.com.au or send a chat from our website at www.betterlifemobile.com.au

Data usage information is not guaranteed to be in real time and may be delayed however we will provide you with usage information in as close to real time as we receive it from our suppliers.

10. Suspension and Restriction of Access to Service

Better Life Mobile may suspend or limit all or part of the service to you without liability under the following circumstances:

- We or our suppliers need to conduct maintenance on or repair the service, related infrastructure or services.

- For emergency reasons that are beyond our control and where we are directed to do so by a public authority or by our Network provider.
- Where we believe your use poses a security threat or threat to the safety and security of others.
- Where you breach our policies and procedures in relation to the use of our products and services.
- Where you have provided false or fraudulent information in order to obtain products and services from Better Life mobile.

If reasonable for us to do so, we will provide required and reasonable notice to you of any suspension where we are able to.

Where your service access is suspended due to fraud, or breach of our General and Service terms we reserve the right not to restore the service and/or charge you for any shortfall, compensation or other payments we might be entitled to.

Please note, Better Life Mobile Services are month to month on a recurring basis. If your service is not renewed due to non-payment by your nomination or due to insufficient funds, you will have a maximum of 24 hours to pay the account to retain 'rolled over' data.

11. Termination

11.1. Termination by you

Better Life mobile plans do not carry a fixed term and can be cancelled by you at any time. You can cancel your service at any time by telling us beforehand. We can ask you to put your request in writing.

There is no cancellation fee, however any unused credit or unused service will not be refunded to you if you decide to cancel.

Should you cancel your service and re-join Better Life Mobile at a later date, no credit will be provided from historical accounts you may have held with us.

Should you decide to port your mobile number to another provider, you should do this whilst your account is still active with sufficient time for the other carrier or provider to port your number. Failure to do so may cause delays in porting your number for which we will not be held responsible.

11.2. Termination by us

Better Life Mobile may without any liability, cancel the provision of service at any time giving required reasonable notice to you. You may be entitled to a refund or partial refund where we decide to cancel the service for reasons where you are not at fault.

We may decide to terminate your service for the following reasons:

- You or we breach the terms of agreement and are unable to reconcile or remedy them within 30 days.

- You've provided false, misleading or fraudulent information in relation to your application, account or service.
- Your use of the service violates our terms of service or the law
- Your use of the service puts others at risk and/or threatens the safety of others.
- We decide to no longer offer the plan, product or service you applied for – we will always give notice in advance of this.
- There is a fault or disruption meaning we are unable to provide you with service for more than 30 days.
- You suspend your service or don't pay for your service and more than 3 months has lapsed.
- If you become deceased
- Where we reasonably believe that you are using the service for resale purposes

This list is not limited and we may require to terminate service for others reason not listed here where they comply with the relevant laws, standards and codes related to the provision of service. Generally, unless beyond our control, 30 days' notice or more will always be given should it be necessary to terminate the service.

11.3. [Once your Service is terminated](#)

If your service is terminated, it means that you will be disconnected from the network and be unable to make or receive calls or receive or transmit data or use any other features of the service.

You will not be able to use any mobile phone number associated with the service unless you have already ported the number to another provider.

Your account will be closed and you will not be able to use your account or its features with Better Life Mobile.

12. **Words contained in this document and what they mean**

The meaning of certain words and abbreviations used in the Customer Terms are set out below. Singular words include the plural equivalent and vice versa. Any variations of a word defined in the General Terms have a corresponding meaning.

Acceptable Use Policy means the document which sets out Better Life Mobile policies related to the use of the Mobile service.

Account is your account set up under your name, which includes all your personal information, payment information and any other information related to your service and usage.

Activate means the process which You must undertake in order for Better Life Mobile to start provided You with Services.

Application means an application for a Service whereby You either: give a verbal voice recording; register online; or subscribe to the Service by any other means that Better Life Mobile may provide to You for that purpose from time to time.

Better Life Mobile means Better Life Mobile and Better Life Group Pty Ltd. ABN 47607567671 which owns and operates Better Life Mobile, its service and products.

Carrier means a telecommunications or other service provider that is a carrier as defined in the Telecommunications Act (Cth) 1997.

Carriage Service Provider means a telecommunications or other service provider that is a carriage service provider as defined in the Telecommunications Act (Cth) 1997.

Charge means any charge related to the Service, a feature of the Service, any amounts payable by you in accordance with the service.

Complaints Handling Policy means our document which sets out Better Life Mobile internal complaints handling procedure and the process with which we undertake to handle and deal with your complaint. This document is available on our website.

Connected means connected to our service and the Mobile Network Better Life Mobile utilises.

Consequential Loss means any loss which is indirect, consequential, incidental or special, a loss of revenue, a loss of profits, a loss of anticipated savings, a loss of goodwill, and/or reputation, lost opportunities, loss of business, a loss of data, and/or any loss in connection with a claim of a third party.

Credit means the dollar value in your Account from which you will pay for the services You use.

Customer means a person who enters into the Customer Terms in order to be supplied a service or who otherwise acquires a Service from Better Life Mobile.

Disconnect means the process by which we might stop your access to the Service and the Mobile Network

General Terms means this document.

Loss means loss, damage, liability, charge, expense, outgoing or cost (including all legal and other professional costs on a full indemnity basis) of any nature or kinds.

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

Mobile Network Coverage Area means the coverage area in which you can access the Mobile Service. For the latest information on the coverage area, visit the Better Life Mobiles Connect Website.

Mobile Number means your mobile service number.

Mobile Service means the mobile telecommunications services that **Better Life Mobile** supplies under the General Terms.

Mobile Network means the mobile network that **Better Life Mobile** uses to provide the Mobile Service to you from time to time. As of 5 November 2015 **Better Life Mobile** uses part of Telstra's 3G mobile network.

Our refers to Better Life Mobile & Better Life Group Pty Ltd.

Personal Information means information about you including Your name, address, date of birth, account passwords and account history.

Privacy Policy means our privacy policy, which sets out how we collect and use your personal Information. You can access the Privacy Policy on our website or by contacting us on (03) 90185349

Service means Mobile Service you have acquired from us via your **application**.

Service Terms means the separate document "Service Terms" which relates to our Service and sets out the terms and conditions that are specific to that Service.

SMS means 'short message service' and is the mechanism allowing the interchange of short text messages from a mobile telephone, phone or computer service to another such service.

Standard MMS means MMS excluding video MMS.

Standard SMS means sending from within Australia an SMS from your service, to another Australian mobile service also connected to a public mobile telecommunications network in Australia. It does not include Premium SMS, MMS, WAP services and Content.