

Date (DD/MM/YY)	/ /	Dealer Code (If applicable)	
Account Number (Existing customers only)		Promo Code (If applicable)	

Your Information: If you're an individual or sole trader you can skip the fields that are not applicable.

Primary Contact (Full Name)		Street Address	
Date of Birth (DD/MM/YYYY)	/ /	Suburb	State
Company Name (If applicable)		Postcode	Country
ACN (If applicable)		Billing Address	
Telephone Number (Daytime)		Suburb	State
Email Address (Primary Contact)		Postcode	Country
News & Special Offers	☐ I would like to receive news and special offers from Pivotel.	Email Address (Billing/Accounts)	

Your Identification: Please provide 100 points of ID. Don't forget to choose an enquiry password so we can identify you when you make account enquiries.

Licence Number (70 Points)		Expiry Date (DD/MM/YY)	/ /	ID Sighted	☐ Bank/Credit Card (40 Points)	☐ Medicare Card (30 Points)	☐ Rates/Utilities Notice (30 Points)
Licence Issuing State		Other		Enquiry Password			
Passport Number (70 Points)		Expiry Date (DD/MM/YY)	/ /				

Employment Information: For individual or sole trader applications only.

Type of Employment	☐ Full Time	☐ Part Time	☐ Temporary	☐ Casual	☐ N/A	Source of Income	☐ Employment	☐ Government	☐ Investment	☐ Business
						Other				

Credit Card Information: Your credit card will be charged on the due date shown on your invoice for monthly postpaid services/airtime.

Card Type	☐ Mastercard	☐ Visa	☐ American Express	Card Number				
Card Holders Name		Expiry Date (MM/YYYY)	/	CCV				

Satellite Service & Equipment: Information about the service and equipment you're applying for.

Plan Type	☐ Postpaid	Equipment Provider	☐ Pivotel	☐ Other
Satellite Network	☐ Iridium	☐ Inmarsat	☐ Thuraya	☐ Globalstar
Service Type	☐ Voice	☐ Land IP	☐ Maritime	☐ Messaging
Service Plan/Profile		Make & Model of Hardware		
SIM Number		IMEI/ESN		
		Vessel/ Narrative		
		Requested Activation Date		Cost Centre (If applicable)

Tracertrak Portal Administrator Details: Only applicable for Pivotel's Tracertrak services.

Full Name		Email Address	
Mobile Number		GEOS Response	☐ Yes ☐ No

Terms of Application

You agree that this is an application by you to Pivotel Satellite Pty Limited ABN 81 099 917 398 ('Pivotel') for connection to and the supply of telecommunications services (the 'Pivotel Service'). You acknowledge that Pivotel may decline your application without providing you a reason. You agree that if your application is accepted by Pivotel your use of Pivotel Services will be according to Pivotel's Standard Agreement (a summary of the material terms of which have been provided to you). You acknowledge that you have read the summary, which includes information relating to you discontinuing your use of Pivotel Services either prior to, at the end of, or any time after the end of your initial term. The summary also advises that fees and charges are payable by you during your agreement with Pivotel, and upon termination if you terminate before the end of your initial term. You can obtain a copy of Pivotel's Standard Agreement from Pivotel upon request, or by visiting www.pivotel.com.au. The acknowledgement below sets out the initial term of your agreement with Pivotel. By signing below, you acknowledge that the items below have been properly explained to you and that you have read and agreed to be bound by the terms of this application and, if accepted, by Pivotel's Standard Agreement. You acknowledge that your agreement to be bound applies even if you are attempting to port a number and the port fails. Additionally, you warrant that the information you have provided to Pivotel as set out in this application is accurate. If your application is accepted, you consent to Pivotel using your personal information in accordance with the terms of Pivotel's Standard Agreement. Your application will be deemed accepted upon your connection to the Pivotel Service.

I have been provided a **Critical Information Summary** which includes a schedule of the main rates for my selected **Pivotel Service Plan**. I have read, understand and agree to the **Pivotel Privacy Policy**. I understand that my application for service is subject to the **Terms of Application** shown on this **Service Application** and the **Pivotel Standard Agreement**. I acknowledge that the coverage limitations have been explained. I understand there is a minimum cost associated with my application for service which includes any activation fee and the monthly charges for the minimum term of my contract.

Postpaid Services Only	I acknowledge that the initial minimum term of my contract with Pivotel will be for	Months	☐ Month-to-month	Activation Fee (If applicable)	
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Name of Applicant (Please Print)		Applicant's Signature		Date (DD/MM/YYYY)	/ /
Name of Salesperson (Please Print)		Salesperson's Signature		Date (DD/MM/YYYY)	/ /

**IMPORTANT NOTICE TO APPLICANT(S) FOR CREDIT
(SECTION 18(E)(1) PRIVACY ACT 1988)**

Notice of disclosure of your credit information to a credit reporting agency (Privacy Act 1988)

Pivotel may give information about you to a credit reporting agency, for the following purposes:

- to obtain a consumer credit report about you; and
- to allow the credit reporting agency to create or maintain a credit information file containing information about you.

The information is limited to:

- identity particulars - your name, sex, address (and the previous two addresses) date of birth, name of employer, driver's licence number, or passport number;
- your application for credit or commercial credit - the fact that you have applied for credit and the amount;
- the fact that Pivotel is a current credit provider to you;
- loan repayments which are overdue by more than 60 days, and for which debt collection action has started;
- advice that your loan repayments are no longer overdue in respect of any default that has been listed;
- information that, in the opinion of Pivotel you have committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with your credit obligations);
- dishonoured cheques - cheques drawn by you for \$100 or more which have been dishonoured more than once; or
- that credit provided to you by Pivotel has been paid or otherwise discharged.

Pivotel's Privacy Policy

Pivotel is committed to protecting the privacy of your personal information.

Pivotel is bound by and complies with the National Privacy Principles contained within the Privacy Act 1988 (Cth) and the Privacy Amendment (Private Sector) Act 2000 (Cth), and the obligations set out in Part 13 of the Telecommunications Act 1997 (Cth).

You can request us to provide you with a copy of the Pivotel Privacy Policy which sets out, generally, what sort of personal information we hold, and for what purposes we collect, hold, use or disclose that personal information. Requests for access to the Pivotel Privacy Policy or to your personal information can be made by telephoning our Customer Care team on 1300 882 448 (Australia) or 0508 882 448 (New Zealand) or by sending an email to mail@pivotel.com.au.

Contacting Pivotel

You can contact Pivotel by calling our Customer Care team on 1300 882 448 (Australia) or 0508 882 448 (New Zealand), or by sending an email to mail@pivotel.com.au.

If you need to write to us, our contact details are:

Pivotel Satellite Pty Limited
Locked Bag 100, Southport Mail Centre QLD 4215 Australia.

SUMMARY OF STANDARD AGREEMENT FOR PIVOTEL SERVICE

1) This is a summary of the terms and conditions for your Pivotel Service. The full terms and conditions are contained in Pivotel's Standard Agreement which is available on request from Pivotel Satellite Pty Limited ABN 81 099 917 398 ('**Pivotel**'), and at www.pivotel.com.au. The Standard Agreement is binding on you.

2) The Pivotel Service may include access to any of the following Services, all of which are acquired by you from Pivotel:

- single mode Globalstar voice and data services (the '**Globalstar Service**');
- single mode Iridium voice and data services (the '**Iridium Service**');
- single mode Inmarsat voice and data services (the '**Inmarsat Service**');
- Inmarsat high speed IP data services (the '**Inmarsat IP Data Service**');
- single mode Thuraya voice and data services (the '**Thuraya Service**');
- Thuraya high speed IP data services (the '**Thuraya IP Data Service**');
- 3G/4G voice and data services on the Vodafone Wholesale Network (the '**Swift Service**');
- 3G/4G voice and data services on the Telstra Wholesale Network (the '**Classic Service**');
- high bandwidth VSAT fixed satellite services using the VSAT network (the '**VSAT Service**');
- satellite machine to machine messaging services, provided using the Globalstar Network (the '**Globalstar Simplex Service**'), the Iridium Network (the '**Iridium Short Burst Data Service**'), and the Inmarsat Network (the '**Inmarsat IsatDataPro Service**');
- personal satellite communication messaging services (the '**Personal Satellite Communications Service**'); and
- Internet based tracking and telemetry services (the '**Tracertrak Service**');
- high bandwidth VSAT fixed satellite services using the nbn™ network (the '**nbn Service**')

3) The dual-SIM Thuraya handsets can access either the Satellite Service or the Cellular Service, or both the Satellite Service and the Cellular Service:

- 'SAT Only' mode: The dual-SIM handset can be set to automatically search for the Satellite Service when the satellite antenna is extended. You will only be able to make or receive satellite calls/messages. 'Sat Only' mode can also be used with a single Satellite SIM card inserted in the Satellite SIM card slot.
- 'GSM Only' mode: The dual-SIM handset may be set to automatically search for the Cellular Service when the antenna is extended. You will only be able to make or receive Cellular calls/messages. 'GSM Only' mode can be used with a single Cellular SIM card inserted in the GSM SIM card slot.
- 'SAT & GSM Always On' mode: The dual-SIM handset requires one SIM card for the Satellite Service and one SIM card for the Cellular Service. You will be able to make or receive calls/messages using both the Satellite Service and the Cellular Service. This mode requires the use of a Satellite SIM in the Satellite SIM card slot, and a Cellular SIM in the GSM SIM card slot. For outgoing voice calls/messages the default setting must be chosen from the following options:
 - Use SAT - all outgoing calls/messages will be made using the Satellite Service.
 - Use GSM - all outgoing calls/messages will be made using the Cellular Service.
 - Always ask - before every outgoing call/message, you will be asked whether to use the Satellite Service or Cellular Service for that particular call/message.

4) The single-mode Globalstar, Iridium, Inmarsat and Thuraya handsets can only access the Satellite Service. The single-mode handset requires one SIM card for the Satellite Service.

5) In order to make and receive calls using the Satellite Service, the handset satellite antenna must be extended upwards towards the sky and you must have a clear view of the majority of the sky. The Satellite Service provides coverage across mainland Australia, Tasmania and up to 500 nautical miles out to sea depending on the type of satellite technology chosen. The Iridium Service, and the Inmarsat Service are global services. Some exclusion zones and coverage restrictions apply.

6) The Globalstar Simplex Service, Iridium Short Burst Data Service and the Inmarsat IsatDataPro Service are all store and forward satellite messaging services. Depending on the capability of the device, these services can be supplied in a dual-mode configuration together with either a Swift Service or Classic Service.

7) The Inmarsat IP Data Service, Thuraya IP Data Service, VSAT Service and the nbn™ Service are all high-speed data services. Compatible devices must be used to access the relevant Satellite Service.

8) The Personal Satellite Communications Service and the Tracertrak Service combine an Internet based tracking, monitoring and messaging system together with devices connected to the relevant Satellite Service depending on the capability of the device. An Emergency Response Service may be provided in conjunction with these services.

9) When you acquire the Satellite Service, you are liable for and must pay the satellite airtime charges billed at the satellite rates for your particular service package. When you acquire the Cellular Service, you are liable for and must pay the cellular airtime charges billed at the cellular rates for your particular service package. The Satellite rates will generally be higher than Cellular rates for equivalent calls. Your service package may include messaging charges and monthly access charges in addition to airtime charges. When the service is used outside of Australia, roaming charges may apply at a higher rate as set out in your service package. Charges for inbound calls normally apply when roaming.

10) When receiving calls whilst using the Satellite Service or the Cellular Service, the calling party will pay the usual charges for calls made to a mobile handset. With particular Pivotel pricing plans, you must pay charges for calls you both make and receive. For these pricing plans, ordinary calls received by you in Satellite mode will be billed to you (unlike the Cellular Service).

11) You agree that Pivotel may receive or disclose personal information or documents about you for the following purposes:

- to a credit reference agency to obtain a consumer credit report about you and/or to allow the credit reporting agency to create and maintain credit information about you. This information may be given before or during the provision of credit to you;
- a credit reporting agency may disclose personal information from your consumer credit information file to Pivotel for the purpose of assessing an application for commercial credit by you and for the purpose of collection of payments that are overdue in respect of any commercial credit provided by Pivotel;
- Pivotel may exchange information about you with another credit provider to assess an application by you for credit, to notify other credit providers of a default by you, to assess the status of this loan whether you are in default with other credit providers, and to assess your credit worthiness. You acknowledge that the information exchanged can include anything about your credit worthiness, credit standing, credit history or credit capacity that the credit providers are allowed to exchange under the Privacy Act 1988 (Cth); and
- Pivotel may disclose personal information or documents about you to Law Enforcement agencies to assist in the prevention of criminal activities.

12) Pivotel may require a security deposit from you depending on Pivotel's assessment of your creditworthiness. The Standard Agreement sets out circumstances and terms under which a security deposit is required and managed by Pivotel.

13) If you request us to, or we validly discontinue your connection within your initial term, you must pay us:

- the access charges for the remaining months of the initial term;
- an early termination fee as set out in the tariff which forms part of the Standard Agreement (Tariff); and
- all outstanding fees and charges payable by you for the Pivotel Service.

14) We will invoice you for the Pivotel Services in accordance with the pricing plan you have selected on your application form. You can obtain a copy of our fees and charges for this pricing plan from us upon request by calling our Customer Care team on 1300 882 448. We may vary these fees and charges from time to time.

15) Unless otherwise agreed, we will invoice you monthly and post a copy of your invoice to your nominated billing address. You must pay each invoice within 14 days from the date of the invoice (unless you have arranged with us to pay your invoices by direct debit or credit card). We may charge you interest on overdue accounts and a late payment fee which is set out in the Standard Agreement (Tariff). You will be responsible to pay for all calls made using the Pivotel Service even if you did not make them.

16) You can review your invoices online, and monitor your unbilled usage at www.pivotel.com.au/selfcare or you can call customer care. For calls made in Australia, there will normally be a 24-48 hour delay between when you use your service, and when your unbilled usage will be available for review in the online Selfcare tool. Calls made whilst roaming overseas may take even longer to become available. You will be responsible to pay for all calls made using the Service even if you did not make them.

17) Although we will take all reasonable steps to make sure you receive the Pivotel Service within the relevant coverage area for the Service, the Pivotel Service is not free from faults or interruptions. Certain factors, such as network congestion, satellite or satellite gateway downtime and maintenance, and obstructions or interference such as that encountered in buildings may mean you will not receive the Pivotel Service in certain areas at certain times.

18) We retain ownership of the SIM card if one is provided for your Pivotel Service. You must return this to us upon discontinuation of the Pivotel Service. We may charge you a SIM card replacement fee if you fail to return the SIM card within 30 days from disconnection. Please inform us immediately if you lose, or damage is caused to, your SIM card. We will then disconnect or bar your connection (you will be responsible for all usage charges up to that time) until the SIM card is replaced or repaired. We may charge you a SIM replacement fee unless we were at fault.

19) If you have a complaint about your Pivotel Service you should try to resolve it first with Pivotel by contacting us on 1300 882 448, or informing us by email to mail@pivotel.com.au, or by writing to us at Pivotel Satellite Pty Limited, Locked Bag 100, Southport Mail Centre QLD 4215. If you are unhappy with how your complaint is being resolved, you may contact the Telecommunications Industry Ombudsman (TIO), or the Office of Fair Trading in your State or Territory.

20) You have rights under the Competition and Consumer Act 2010 (Cth). Subject to that Act, we are not liable to you for any breach of any express or implied terms, conditions or warranties. Where we are unable by law to exclude our liability, but we are permitted to limit our liability, our liability for such breaches is limited, at our choice, to:

- if the breach relates to goods, the replacement or repair of the goods;
- if the breach relates to services, the re-supply of those services, or paying for the cost of having those services re-supplied.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

21) You cannot assign your Pivotel Service agreement without our consent. We can assign or novate the agreement to our nominee by following the procedure set out in CA628:2015 Telecommunications Consumer Protection Code.

22) There are certain events that may result in us suspending, restricting or disconnecting your Pivotel Service. These events are set out in the Standard Agreement.

23) We may vary the terms of the Standard Agreement from time to time. If the variation is detrimental, we will advise you of the variation by placing a notice in your bill or otherwise writing to you in a manner which complies with the CA628:2015 Telecommunications Consumer Protection Code.