

ONLINE CONSUMER INFORMATION

Telecommunications Consumer Protections Code C628:2012

Customer Information Compliance Statement

for

eKit.com Inc

www.eKit.com

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WHAT IS THIS DOCUMENT ABOUT?

The Telecommunications Consumer Protections (TCP) Code 2012 contains a set of rules designed to protect the rights of consumers and to promote good customer service and fair consumer outcomes. It clearly outlines the obligations of retail Carriage Service Providers (providers) that provide services to residential customers and to certain small businesses.

Typical carriage services include (but are not limited to) ADSL, mobile services, fixed/land line services, pre-paid phone cards, wifi and dial-up services, VoIP, long distance calling, 1 300 and 1 800 services etc. This includes the resale of those services where providers may not own the infrastructure that is used to deliver these services. Web hosting services are typically not considered carriage services.

A provider's website is one of the key sources of information for consumers on the provider itself, the services that the provider offers and any additional or related telecommunications information that may assist consumers in their decision making when they are thinking about buying a telecommunications service.

Therefore, the TCP Code requires all providers that are bound by the Code (note that not all providers are bound by the Code) to provide certain information on their website.

Some of this information is mandatory information and must always be provided while other information must only be provided if a certain aspect of a service or a certain feature is actually available from that provider, e.g. the Code does not prescribe that providers must offer security tools but if they do, then they must also provide information about these tools on their website.

The information must be made available in an easily accessible location on a provider's website and should be easy to find. For example, the section under which the respective information can be found should be appropriately named and/or the information should be easy to find using the search function on a provider's website. Some of the information could be collated in a single document of the kind "Useful Information" or "What you need to know" etc.

This document contains some of the consumer information required under the TCP Code which is available on eKit's website and the specific hyperlinks where the information can be found.

The Code references this document as "Customer Information Compliance Statement" (Clause 9.3.1) and providers must lodge it with Communications Compliance Ltd (www.commcom.com.au), the independent compliance monitoring body established under the Code. CommCom may publish this document on their website.

As this document avoids legal language where possible, it may contain some generalisations about the application and interpretation of the TCP Code. The TCP Code or other law referenced may contain important exceptions or qualifications that may not have been fully included in these generalisations. Users of this document are required to assess their own particular circumstances and the original legal documents.

1 CONTACT INFORMATION

Customer Support:

Tel: 1-800-094-747

Email: shout@eKit.com

Hours of Operation:

24 hours a day, 7 days a week.

Address:

eKit.com Inc

c/o eKit.com Pty Ltd

Level 3, 100 Dorcas Street

South Melbourne VIC 3205.

2 CRITICAL INFORMATION SUMMARIES

Code Clause 4.1.2

Providers must have a Critical Information Summary on their website for each of their current post-paid and pre-paid services that are advertised with pricing. If providers simply describe their services but do not include pricing in their advertising, they are not required to provide a Critical Information Summary for that service on their website.

A Critical Information Summary must contain a certain set of information that must be listed under three sub-headings (“Information About The Service”, Information About Pricing” and “Other Information”). Usually a Critical Information Summary will not be longer than two A4 pages and you can find a link to the Critical Information Summary where you find the advertising for the service on our website.

Critical Information Summaries can be found here:

<http://www.eKit.com/eKit/Policies/Compliance>

Other relevant information can be obtained from the “Useful information” document at

<http://www.ekit.com/ekit/Policies/Compliance>

3 CUSTOMERS WITH DISABILITIES

Code Clause 4.4.2

Some consumers with disabilities have special needs. If providers are offering services which specifically suit those needs, then they must make information about such a service available on their website or they must indicate on their website an email address or contact number where customers can obtain this information.

Information on services that may address special needs can be found here:

eKit.com Inc does not offer services that are targeted to address special needs. Our mobile services are primarily pre-paid carrier services that allow you to make domestic and international calls, SMS, MMS and Data.

Customers with hearing/speech impairment or a nominated person, should contact the National Relay Service on 1300 555 727. The National Relay Service will be able to assist customer to make a call. The National Relay Service website is: <http://www.relayservice.gov.au/>.

eKit Customer Service is proficient in 7 languages, namely French, German, Italian, Japanese, Portuguese, Spanish and English.

<http://www.eKit.com> is available in 6 languages, namely English, German, Spanish, French, Italian and Portuguese.

4 CONTRACTS –STANDARD FORM OF AGREEMENT

Code Clause 4.5.1

Providers can contract with their customers on an individual basis or they can use a Standard Form of Agreement (SFOA) for certain telecommunications goods and services. When providers use an SFOA, then the terms and conditions contained in this SFOA apply to all customers who are buying the respective service, i.e. customers do not sign an SFOA but agree to it by the act of buying the service.

If providers are using an SFOA, they must make it available on their website where consumers can easily find it.

SFOA must also be lodged with the Australian Communications and Media Authority (ACMA).

SFOA can be found here:

ekit offers a pre-paid only service and does not have a Standard Form of Agreement as consumers “pay as they go”.

Terms of Use can be accessed from: <http://www.eKit.com/eKit/MobileInfo/TermsUse>.

5 SPEND MANAGEMENT TOOLS

Code Clauses 6.5.2 – 6.5.3

USAGE NOTIFICATIONS:

All providers that offer post-paid Included Value Plans (e.g. of the kind “Pay \$49 get \$700 worth of calls/sms and 1.5GB of data”) with an included data allowance and/or post-paid broadband internet plans with an included data allowance (e.g. of the kind “Pay \$39 for 150GB of data) must offer usage notifications within 48 hours of a customer reaching 50%, 85% and 100% of the included data allowance.

Larger providers must also provide these notifications for the included voice/sms allowance as of 1 September 2013. Smaller providers must provide notifications for the included voice/sms allowance as of 1 September 2014.

Please note that these usage notifications are only required for residential customers and only where a service is not unlimited, where no hard cap applies or where data usage is not shaped.

Usage notifications must be free of charge. Providers can give customers the option to opt out of receiving those notifications.

Code Clauses 6.5.1

DESCRIPTION OF SPEND MANAGEMENT TOOLS AND UNBILLED USAGE

Providers must provide an extensive description of their spend management tools on their website.

In the above description, providers must also set out the approximate delay of information on usage that has not been billed yet (including the delay for usage

notifications) and the usage types (e.g. mobile roaming, premium services etc.) that may not be included in any information on unbilled usage.

Code Clauses 6.1.1 and 6.5.4

OTHER INFORMATION ON SPEND MANAGEMENT TOOLS:

Providers must offer at least one further spend management tool in addition to usage notifications. This could be shaping of internet speeds, hard caps, pre-paid services, call barring of certain numbers, access to usage information etc.

Providers must also provide information of the cost (if any) of spend management tools and how customers can receive assistance on how to use those tools.

Information on spend management tool(s) can be found here:

http://www.ekit.com/edoc/useful_information.pdf

eKit customers can also obtain information on pricing and usage by choosing their relevant product from: <http://www.eKit.com/eKit/MobilePurchase/Sims>, and can view usage information on their account by signing in at: <https://www.eKit.com/eKit/Signin/>.

There is no additional charge for the use of these tools.

6 FINANCIAL HARDSHIP

Code Clause 6.11.1

Unless providers only offer pre-paid services, they are required to place a financial hardship policy on their website.

Providers must also give contact details of staff with whom customers can discuss financial hardship, and they must provide a source where consumers can find contact details of community financial counsellors or consumer advocates. Providers could do this by providing a link to the website of Financial Counselling Australia. Please note that these details could be contained within the financial hardship policy.

The financial hardship policy and other related information can be found here:

[eKit.com Inc is selling pre-paid products only.](#)

However, eKit.com Inc does have a financial hardship policy, which is available at: www.ekit.com/ekit/Policies/Compliance.

7 COMPLAINTS

Code Clause 8.1.1

Providers must follow certain rules and processes when dealing with customer complaints and they must make a summary of their complaint handling process available on their website.

A summary of the complaint handling process can be found here:

<http://www.eKit.com/eKit/Policies/Compliance>.

8 OTHER USEFUL INFORMATION

Code Clause 4.1.3 (b)

HARDWARE:

Providers that supply third party hardware (that is not branded by the provider) as part of their offer (e.g. mobile phones, modems, routers etc.) must tell consumers the name of the manufacturer of that hardware on their website.

Providers must also set out the main features of any hardware that is part of their offer or they must indicate where consumers can find this information (e.g. through a specific link to a hardware manufacturer's website) on their website.

Information on third party hardware can be found here:

You are not required to purchase a mobile phone supplied by ekit in order to use our pre-paid SIM carrier service. You may use your own mobile phone or purchase one from the ekit website.

Technical information for phones can be accessed at <http://www.ekit.com/ekit/MobilePurchase/Handsets> by selecting Australia as the shipping option.

Code Clauses 4.1.3 (d) and 5.1.1

BILLING AND PAYMENT INFORMATION:

Providers must supply information on the format of their bills, payment and billing options, the billing periods and frequency, the means by which a bill is delivered and any terms and conditions that may apply to a provider's billing on their website.

Billing and payment information can be found here:

eKit is a pre-paid international roaming mobile phone service provider which allows you to make domestic and international calls, SMS, MMS and use Data from your mobile handset.

You pre-pay the mobile minutes by purchasing a SIM-only or SIM with credit or a Phone and SIM package, physically from partner stores or via online website. The recharge credit amounts available are \$20, \$30, \$50, \$100, \$150 and \$200. The mobile recharge minutes can be easily and instantly recharged if required via the online service at <http://www.eKit.com>.

When you use our service; credit value will be deducted based on your SIM product. You can simply log on to their account and check your current credit balance by accessing the eKit website.

Details of call, SMS and data usage information will also be available on the eKit website or by calling Customer Service. ekit uses a real-time billing system in charging customers. This means that there is no delay of unbilled usage information.

eKit's customer information for billing and payments is available at: <http://www.ekit.com/ekit/MobileInfo/TermsUse>.

eKit customers can obtain information on pricing and usage from: <http://www.ekit.com/ekit/MobilePurchase/Sims>.

eKit customers can also view usage information on their account by signing in at:
<https://www.ekit.com/ekit/Signin>.

Code Clause 4.1.3 (e)

ESTIMATING USAGE:

Providers must provide information that assists consumers in estimating their usage, e.g. by providing information around how much data different activities consume on average or which bandwidth/speed is likely to be required (e.g. You Tube, Skype, downloading a movie, surfing the internet, playing games etc.).

Usage estimates can be found here:

When you use our service; credit value will be deducted based on your SIM product. You can simply log on to your account and check your current credit balance by accessing your account on our website.

Details of call, SMS and data usage information will also be available on the eKit website or by calling Customer Service. ekit uses a real-time billing system in charging customers. This means that there is no delay of unbilled usage information.

eKit customers can obtain information on pricing and usage from:

<http://www.eKit.com/eKit/MobilePurchase/Sims>

They can also view usage information on their account by signing in at:

<https://www.ekit.com/ekit/Signin/>

Code Clause 4.1.3 (f)

WARRANTIES:

Providers must give details of the warranties that apply to any hardware they supply (e.g. mobile phones, modems, routers etc.) and this includes a reference to a consumer's entitlement to this warranty under the Competition and Consumer Act, i.e. providers must make it clear that the warranty that applies is a statutory right rather than a bonus the providers grants (unless this is actually the case).

Warranty information can be found here:

<http://www.eKit.com/eKit/MobileInfo/TermsUse> under "Return/Refund Policy".

Our products come with guarantees that cannot be excluded under Schedule 2 of the Competition and Consumer Act 2010 (Cth) (the Australian Consumer Law). You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the products repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

eKit's customer information for product description, manufacturer, technical information and warranty is available at: <http://www.ekit.com/ekit/MobileInfo/TermsUse>.

Code Clause 4.1.3 (g)

POST-SALES SUPPORT:

Providers must make available on their website the fees and charges that they apply (if any) for their post-sales support and any other relevant information on post-sales support.

Information on post-sales support can be found here:

<https://www.eKit.com/eKit/CustomerService>

ekit customers can contact Customer Service who are available **24 hours a day, 7 days a week**:

Tel: 1-800-094-747.

Email: shout@ekit.com.

By dialling **154** from their ekit SIM.

By post to:

eKit.com Inc
c/o ekit.com Pty Ltd,
Level 3, 100 Dorcas Street,
South Melbourne,
Victoria 3205 Australia.

Code Clause 4.1.3 (h)

MOBILE NETWORK COVERAGE:

Providers must make available information on mobile network coverage in Australia for the mobile voice and/or data services that they sell. This could be a coverage map or a diagram or, if reselling those services, a link to the information provided on the mobile network operator's website.

Mobile network coverage information can be found here:

ekit's International Roaming service uses the Telstra and Vodafone services. Customers are able to check their mobile coverage at:

Telstra:

<http://www.telstra.com.au/mobile-phones/coverage-networks/our-coverage/>

Vodafone:

<http://www.vodafone.com.au/aboutvodafone/network/checker>

Code Clause 4.1.3 (i)

INTERNATIONAL ROAMING:

Providers are required to have information on their website which explains whether customers need to take any action to activate or deactivate international roaming for their services. They must also provide information about the basic charges to send SMS, make and receive standard calls, and for data usage from different countries. This information must make clear that roaming charges may be higher than making international calls from within Australia and that data usage may be more expensive. It must also clearly indicate that making and receiving calls may be charged when overseas.

Information on international roaming can be found here:

eKit is an international roaming service provider, designed for and targeted at travellers.

International Roaming is enabled by default and eKit offers competitive roaming rates in 190 countries. The service is designed to avoid bill shock experienced by users roaming on their local telecommunication service provider.

eKit's international roaming rates are easily accessible at each product page on:

<http://www.eKit.com/eKit/MobilePurchase/Sims>.

Further information also available by accessing Critical Information Summaries as detailed at

<http://www.eKit.com/eKit/Policies/Compliance>.

Code Clause 4.1.3 (j)

NETWORKS USED:

When providers are reselling voice and data services (i.e. they sell services but do not operate the network used to deliver the services) then they must provide the name of the principal carrier whose network is used to provide the service. However, it must be clear that the provider is responsible for the service to their customers (e.g. the provider cannot direct customer complaints to the principal carrier) and that the provider is not affiliated with the principal carrier (unless it really is).

Information on the network(s) that the offered services use can be found here:

eKit uses Telstra and Vodafone as the networks to provide the services to customers. eKit aims to provide customers with continuous, interruption-free or fault-free Services. As soon as customers are aware of any issues with the services, customers are advised to contact our Customer Service. eKit is not affiliated or related to Telstra or Vodafone.

eKit relies on the service of our network providers to deliver telecommunication services to customers (<http://www.eKit.com/eKit/MobileInfo/TermsUse>).

Code Clauses 3.6 and 4.6.4

APPOINTING AN AUTHORISED REPRESENTATIVE:

Providers must ensure that consumers can appoint an Authorised Representative to act on their behalf. They must also let consumers know how to appoint an Authorised Representative and they must make available the provider's forms required in the process of appointing an Authorised Representative.

Information on how to appoint an Authorised Representative can be found here:

If you wish, you can appoint a person to interact with us on your behalf. This person will be either an advocate or an authorised representative.

An advocate is someone who you appoint to interact with us, but who does not have authority to change your account settings or details.

An authorised representative is a person who you authorise to operate your account and make changes as if they were you.

To appoint an advocate or an authorised representative, please contact customer service. Contact details for Customer Service are available at: <http://www.eKit.com/eKit/CustomerService>.

Code Clause 6.1.1

SECURITY TOOLS:

If providers are offering security tools, i.e. tools that prevent the unauthorised access to a service, then they must also provide information about such tools on their website. This includes information on how to obtain assistance to use the tools and the cost (if any) of those tools.

Information on security tools can be found here:

eKit's Security Policy can be accessed at: <http://www.eKit.com/eKit/Policies/Security>.

eKit customers are also covered by eKit's Privacy Policy which can be accessed at: <http://www.eKit.com/eKit/Policies/Privacy>.

Customers can access their account details and usage by signing in to their account which is protected by a unique PIN provided to the customer. Customers also have the ability to change their account PIN from Account Settings.

There is no additional charge for the use of these tools.