

# CIRCLES AUSTRALIA SERVICE DESCRIPTION

Updated on 07 October 2021

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## 1.0 ABOUT THIS SERVICE DESCRIPTION

- (a) This is the service description for the Circles.Life Digital Mobile Service and forms part of our Standard Form of Agreement (as defined in the Telecommunications Act)
- (b) Our Standard Form of Agreement is referred to as agreement in this document and is made up of:
  - (i) your application,
  - (ii) general terms,
  - (iii) this service description,
  - (iv) service description for value-added services,
  - (v) the service descriptions and product descriptions for any other services or products you order from us
  - (vi) standard pricing table (consumer);
  - (vii) billing and payment policy; and
  - (viii) fair use policy ; and
  - (ix) other policies referred to in this service description and the above documents.
- (c) You may obtain a copy of the documents that form our Standard Form of Agreement from us or on our website: <https://www.circles.life/au/>
- (d) Where you may be charged a fee or charge, then this fee or charge is set out in the standard pricing table (consumer). Please check the standard pricing table (consumer) carefully to see what fees and charges apply to your use of the service.
- (e) The meaning of the words printed in italics is set out at the end of this service description or in the general terms

## 2.0 THE SERVICE

### 2.1 What is the Service?

- (a) The service allows you to (amongst other things):
  - (i) make calls from and receive calls to the mobile phone,
  - (ii) send content and data from and receive content and data to the mobile phone, and
  - (iii) subject to clause 2(b), use a range of value added service features, on the network for your own personal use only.
- (b) We do not activate all value added service features when you connect to the service. Many value added service features require specific equipment to use them (for example video calls access the Circles.Life network and you will need a compatible mobile phone to make these calls using the service). The service description for Value-Added Services contains detailed information on the value added service features available to use with the service including whether there are special activation procedures, equipment requirements or limitations on use and applicable costs.

### 2.2 Who Supplies the Service?

Circles Australia Pty Limited (ABN 25630647264) supplies our service to you.

## 2.3 How is the Service Provided?

The service is supplied using a network operated by Optus. We are not affiliated or related to Optus.

## 2.4 Coverage

- (a) The part of the service that is a carriage service is not available in all areas of Australia. You may obtain coverage maps showing where the carriage service is available in Australia from us or from our website: <https://circles.life/au/network-coverage>
- (b) In areas that the carriage service is available, it is technically impracticable for us to guarantee that:
  - (i) the carriage service is available in each place within an area where there is coverage,
  - (ii) 'drop-outs' will not occur during a call, and
  - (iii) there will be no congestion on the network.
- (c) Certain value added service features are only available in specific network coverage areas. For example, some value added service features require at least 3G network coverage. The service description for Value-Added Services will tell you if availability of the value added service feature is limited to specific network coverage areas.
- (d) International roaming will be disabled by default. You can enable roaming through the Circles.Life app. To prevent bill shock when travelling overseas, international roaming charges are subject to a roaming cap to prevent bill shock. Please refer to the billing and payment policy, standard pricing table (consumer) for information on how the international roaming cap applies.
- (e) International roaming is not available in all countries or in all areas of those countries. The countries where international roaming is available may change. You can obtain information on where international roaming is available from us or from our website: <https://circles.life/au/>
- (f) Due to technical reasons, we are not able to guarantee that calls to '13' prefix numbers will be diverted to the nearest location for that '13' prefix number.

## 2.5 Use of the Service

- (b) In addition to any other obligations you may have under the agreement (including your obligations under the general terms and the Fair Use Policy), you must not:
  - (i) make or receive calls or send or receive content on the network other than for your own personal use.
  - (ii) wholesale any service (including transit, refile or aggregate domestic or international traffic) on the network. Or
  - (iii) use the service (including any Circles.Life SIM card) in connection with a device that switches or reroutes calls to or from the network or the network of any other supplier, without obtaining our written consent first. We may give or withhold our consent, or make our consent subject to conditions, in our discretion.
- (c) If you breach paragraph (a) above, we may, in addition to and without limiting our other rights under the agreement, immediately suspend or cancel the service by giving you notice.

## 3.0 SERVICE CHARGES

### 3.1 What Does the Cost of the Service Depend On?

The cost of the service depends on:

- (a) the pricing plan you select,
- (b) your use of the service (including, for example, length of call, time and day of call (which may not be the local time where the call is made), destination of call and call type, your use of SMS/MMS, your use of data and your use of any value added service features),
- (c) any changes you make to your pricing plan or any agreement you have with us regarding the value added service features you use or acquire.

### 3.2 How is the Service Billed?

Please refer to the billing and payment policy, standard pricing table (consumer) and general terms for information on charges that apply to the service, how your service is billed and the credit caps or international roaming caps that apply to the service.

If you experience difficulty paying for the services, we can assist you in accordance with our Financial Hardship Policy, which can be found at [Financial Hardship Policy](#). Failure to make payments when they are due or to comply with a financial hardship arrangement may result in your service being suspended, restricted or terminated.

## 4.0 CANCELLATION FEES

### 4.1 What is the Cancellation Fee Based On?

Circles.Life will not charge a cancellation fee for the termination of your applicable Circles.Life Monthly Plan. Pre-paid monthly and data charges will not be refunded. If the service is cancelled in the first month, the pro-rata minimum monthly charge is payable unless you request for a refund in accordance with the terms and conditions for our [30-Day Satisfaction Guarantee](#). For more information and full terms and conditions, please refer to our [Customer Service Satisfaction Guarantee](#).

## 5.0 CIRCLES.LIFE SIM CARD

### 5.1 What Do You Need to Connect to Our Carriage Service?

- (a) To be able to use our service, you need a Circles.Life SIM card.
- (b) If you do not already have a Circles.Life SIM card for use with our service, you may order a Circles.Life SIM card from us.
- (c) Before you can use the service with the Circles.Life SIM card for the first time you must activate the service by accessing the Circles.Life website.

### 5.2 Who Owns the Circles.Life SIM Card?

- (a) We or our supplier own the Circles.Life SIM card and it remains our or our supplier's property at all times.
- (b) We may request that you return the Circles.Life SIM card if we issue you with a replacement Circles.Life SIM card or we no longer supply our service to you.
- (c) You must not interfere with or impair the operation of the Circles.Life SIM card.

### **5.3 What Do You Do if Your Circles.Life SIM Card is Lost or Stolen?**

- (a) We are not responsible for any lost or stolen Circles.Life SIM cards.
- (b) You must notify us as soon as possible if the Circles.Life SIM card we have given you is lost or stolen and we will bar outgoing calls, suspend our service or activate Circles.Life IMEI blocking on the mobile phone (see clause 9 below).
- (c) You are responsible for all charges for calls made using the lost or stolen Circles.Life SIM card up until the time you notify us that your Circles.Life SIM card has been lost or stolen and we bar outgoing calls, suspend our service or activate Circles.Life IMEI blocking (see clause 9 below).

### **5.4 Replacing the Circles.Life SIM Card**

Unless you are otherwise in breach of the agreement, we will replace the Circles.Life SIM card (including where the mobile phone has been lost or stolen or the Circles.Life SIM card has been damaged), and may charge a replacement fee set out in standard pricing table (consumer).

### **5.5 Entering the Incorrect PIN into the Circles.Life SIM Card**

You may only attempt to enter the correct PIN into the Circles.Life SIM card a maximum of 3 times. If you do not successfully enter the correct PIN within 3 attempts the Circles.Life SIM card will prompt you to enter the SIM Personal Unblocking Code (PUK) as a security protection feature. The PUK can be obtained by calling Circles.Life Customer Happiness live chat, or 1300 863 004 (the latter might take up to 24 hrs)

### **5.6 Entering the Personal Unblocking (PUK) into the Circles.Life SIM Card**

After obtaining the PUK from Circles.Life Customer Happiness you must enter this PUK into your mobile when prompted. If you enter an incorrect PUK 10 times in succession, the Circles.Life SIM card is destroyed and cannot be used any more. Once the Circles.Life SIM card is destroyed you will need to contact us to replace the Circles.Life SIM card. The Circles.Life SIM replacement fee set out in standard pricing table (consumer) may be payable at our discretion (for example, if you have previously destroyed an Circles.Life SIM card by entering an incorrect PUK 10 times or if we reasonably consider that you have destroyed the Circles.Life SIM card deliberately, recklessly or negligently).

## **6.0 MOBILE NUMBERS**

### **6.1 How Do You Obtain a Mobile Number?**

When you order and activate your Circles.Life SIM Card online, you will be able to associate a mobile number with your Circles.Life SIM Card by accepting a mobile number we automatically propose from our number pool. If you do not like the proposed mobile number, you search for another number from our pool.

### **6.2 How Are Mobile Numbers Issued?**

All mobile numbers are selected, issued and used by us in accordance with ACMA's Numbering Plan and Telecommunications Numbering Plan Number Declarations (numbering regulations).

### **6.3 Can We Change the Mobile Number We Have Issued to You?**

- (a) We may be required to recover or recover and replace a mobile number we have issued to you in order for us to comply with the numbering regulations.
- (b) If we have to do this, we will give you one year's notice of the intention to recover or replace a mobile number or, if the mobile number has been issued to you for less than a year, the time the mobile number has been issued to you, unless we are permitted to give less notice under the numbering regulations, in which case, we will give you as much notice as is reasonably practicable.

### **6.4 Can You Change the Mobile Number We Have Issued to You?**

You may request a new mobile number. If we agree to issue you a new mobile number, you may have to pay a charge set out in our standard pricing table (consumer).

### **6.5 Who Owns the Mobile Number?**

- (a) You do not own the mobile number but your right to use the mobile number starts when we issue the mobile number to you.
- (b) Your right to use the mobile number ends if you no longer obtain our service unless you port the mobile number (see clause 7 below).
- (c) If you stop obtaining our service and do not port the mobile number, we may issue the mobile number to another customer in accordance with the numbering regulations.

### **6.6 Our Liability to You in Respect of Mobile Numbers**

We are not liable to you for any expense or loss incurred by you due to:

- (a) Any recovery or recovery and replacement of the mobile number under clause 6.3 above, or
- (b) You ceasing to have the right to use the mobile number under clause 6.5(a) above.

## **7.0 MOBILE NUMBER PORTABILITY**

### **7.1 Porting From Another Carrier or Carriage Service Provider**

- (a) You may be able to port a mobile number you have obtained from another carrier or carriage service provider when you connect to our service.
- (b) We will not charge you a fee for porting a mobile number from another carrier or carriage service provider.
- (c) You must not cancel the service you have with the other carrier or carriage service provider before you port the mobile number. We will inform the carrier or carriage service provider from which you have ported the mobile number that you have ported the mobile number and they will cancel the service.
- (d) You may need a new mobile phone or you may need to have the mobile phone unlocked if you are porting between different mobile networks.

## 7.2 Porting From Us

- (a) You can port a mobile number you have obtained from us for use with our service to another carrier or carriage service provider.
- (a) We may charge you a fee set out in our standard pricing table (consumer) to port the mobile number to another carrier or carriage service provider.
- (b) You must not cancel our service before you port the mobile number. The carrier or carriage service provider to which you have ported the mobile number will inform us that you have ported the mobile number and we will cancel our service.
- (c) You can only port the mobile number, you cannot port any value added service features.
- (d) You may only port a mobile number for which you are the authorised customer.

## 8.0 YOUR MOBILE PHONE

### 8.1 Provision of the Mobile Phone

- (a) Circles.Life will not be providing a mobile phone for you.
- (b) To be able to use the service, you must provide a mobile phone that is not SIM locked to another provider and that complies with the following requirements:

[Set out requirements, eg. permitted to be used on Australian networks, type of SIM card it must accommodate (eg micro or nano), mobiles standards it must be able to operate on eg 3G, 4G]

## 9.0 ACCESS RESTRICTIONS

### 9.1 Barring of Calls Made From the Mobile Phone

At your request we can bar certain calls made from the mobile phone. We cannot bar calls to emergency service numbers 112 and 000.

### 9.2 Barring of Calls to 1900 Numbers

Calls to 1900 numbers can only be barred if we also bar international calls.

### 9.3 IMEI Blocking

You may request us to activate Circles.Life IMEI blocking, for example if your mobile phone is lost or stolen.

### 9.4 What Charges Will You Incur When There is a Bar on Calls or Circles.Life IMEI Blocking is Activated?

You will continue to be charged your applicable Circles.Life Monthly Plan cost in accordance with your pricing plan and any additional costs whilst the bar is in place and/or Circles.Life IMEI blocking is activated.

## 9.5 Unbarring Calls or De-Activating Circles.Life IMEI Blocking

If you find the mobile phone or it is returned to you, you will need to call us to request:

- (a) Incoming and outgoing calls be unbarred, and/or
- (b) Circles.Life IMEI blocking be de-activated, or
- (c) The service be reactivated.

## 9.6 Important Things to Note Whilst the Mobile Phone is Barred or Circles.Life IMEI Blocking is Activated

- (a) To contact emergency services while the phone is blocked you must dial 112 or 000.
- (b) Customers with hearing impairments who wish to access the TTY 106 emergency services number from the mobile phone should be aware that this number may not work from some blocked mobile phones.

## 9.7 In What Other Circumstances Could We Block the Mobile Phone?

- (a) If you obtain a mobile phone that we reasonably believe is lost or stolen, we may activate Circles.Life IMEI blocking on the mobile phone without your consent, even if you are not aware it is stolen.
- (b) If you obtain the service from us under false pretences, we may activate Circles.Life IMEI blocking on the mobile phone without your consent.
- (c) In the event that we know you have made an insurance claim when the mobile phone is lost or stolen, if Circles.Life IMEI blocking is not already activated we will activate Circles.Life IMEI blocking on the mobile phone.

## 9.8. Who Do We Inform That the Mobile Phone is Blocked or Unblocked?

In the event we activate or de-activate Circles.Life IMEI blocking on the mobile phone, we will inform other national carriers to put this block or unblock into effect on their own networks.

# 10.0 MOBILE NUMBER DISPLAYS

## 10.1 Caller Line Identification (CLI)

- (a) If you do not bar CLI on the mobile phone, your mobile number may be displayed on the phone of the person you are calling.
- (b) When another person calls you, the mobile number of that person may be displayed on the mobile phone if that person has not barred CLI on their phone.
- (c) More information on CLI functionality can be found in the service description for value added services.

## 10.2 SMS and MMS

When you send a SMS or MMS, your mobile number or your name may be displayed on the phone of the person to whom you are messaging. You cannot bar your mobile number or your name from being displayed on the recipient's phone when you send an SMS or MMS.

## **11.0 TEMPORARY SUSPENSION OF THE SERVICE BY YOU**

### **11.1 Can You Temporarily Suspend the Service?**

We may temporarily suspend the service at your request.

### **11.2 Will You Be Charged a Fee For Temporarily Suspending the Service?**

We may charge you a fee set out in our Standard Pricing Table for temporarily suspending the service. For plans purchased after 7 October 2021, the first suspension request will be free. Subsequent suspensions will be charged at the fee set out in our Standard Pricing Table for temporarily suspending the service.

### **11.3 Will You Have to Pay Your Circles.Life Monthly Plan Cost Whilst the Service is Temporarily Suspended**

You will not have to pay Circles.Life Monthly Plan minimum monthly charge set out in the applicable pricing plan whilst the service is temporarily suspended.

### **11.4 For How Long Can We Temporarily Suspend the Service?**

- (a) For plans purchased after 7 October 2021, the maximum length of time the service can be temporarily suspended is three months. If you wish to extend the temporary suspension for longer than three months, you must contact us before the end of the three month period or we may reactivate or cancel the service.
- (b) For plans purchased before 7 October 2021, the maximum length of time the service can be temporarily suspended is twelve months. If you wish to extend the temporary suspension for longer than twelve months, you must contact us before the end of the twelve month period or we may reactivate or cancel the service.
- (c) We are entitled to refuse to extend the temporary suspension beyond the respective suspension periods.

## **12.0 BARRING AS AN ALTERNATIVE TO SUSPENSION**

- (a) We may choose to bar outgoing and/or incoming calls, data, content and/or value added service features on the mobile phone, instead of suspending the service.
- (b) If we bar outgoing and/or incoming calls, data, content and/or value added service features on the mobile phone, we may later suspend or cancel the service for the same or a different reason.

## **13.0 SUPPLIER AND THIRD PARTY SERVICES**

You acknowledge that:

- (a) The service relies on the services of suppliers for its operation, who are not controlled by us, and
- (b) We do not exercise any control over, authorize or make any warranty regarding:
  - (i) Your right or ability to use, access or transmit any content using the service,
  - (ii) The accuracy or completeness of any content which you may use, access or transmit using the service,
  - (iii) The consequences of you using, accessing or transmitting any content using the service, including without limitation any virus or other harmful software, and

- (iv) Any charges which a third party may impose on you in connection with your use of their services accessed via the service.

## 14.0 WHAT DO TERMS IN THE AGREEMENT MEAN?

**Circles.Life Customer Happiness** means our Circles.Life customer service team who can be contacted using the contact details at the end of this service description.

**Circles.Life IMEI blocking** allows us to block the mobile phone if the mobile phone is lost or stolen.

**Circles.Life Monthly Plan** means the applicable monthly plan for the provision of a service described in the standard pricing table (consumer).

**Circles.Life SIM card** is our subscriber identity module (SIM) card which when inserted into mobile phones gives you access to the carriage service on the network.

**CLI stands for** calling line identification. This facility allows the mobile number assigned to you to be displayed on the phone of the person you are calling (if their phone is CLI enabled).

**International Roaming** means the use of the service outside Australia on networks operated by providers with whom we have arrangements to provide telecommunications services to our customers.

**Issue** means to provide you with a mobile number for use with the service. We issue a mobile number to you at the time we agree to provide the service to you in association with the mobile number.

**Mobile Phone** includes, without limitation, a mobile phone, a voice and data handset and a data only handset.

**Mobile Number** means a telemobile number that we issue to you, or which you have ported from another provider. network means the facilities and carriage service operated by Optus which are made available by us for the provision of our service.

**Numbering Regulations** has the meaning given in clause 6.2.

**Our Service or Service** is the Service that we offer to you that allows you to make calls from and receive calls to your mobile phone in Australia and abroad (international roaming); send and receive data, text messages (SMS) and multimedia messages (MMS) to and from your mobile phone; and use value added service features, including leaving and retrieving voice mail messages.

**Port** means to transfer your mobile number from one carrier or carriage service provider to another carrier or carriage service provider in conjunction with your service.

**Pricing Plan** means the offer or pricing plan described in our standard pricing table (consumer) that applies to your service you ordered from us.

**Telecommunications Act** means the Telecommunications Act 1997 (Cth).

**Value Added Service** Features are the additional features you may obtain with the service. Descriptions of the value added service features available with the service and the associated fees and charges are set out in the service description for value added services.

### Our Contact Details

Telephone: 1300 863 004

Email: [happinessau@circles.asia](mailto:happinessau@circles.asia)

Website: <https://www.circles.life/au/> (Contact Us or Live Chat)