

1. By setting up Auto Recharge, You agree to be bound by the terms of this Agreement and authorise Us to charge the Auto Recharge Amount to Your Nominated Card on Your Credit Expiry Date. The Nominated Card details will also be stored on your account and can be used by You to purchase any Add-ons as required.
2. When You set up Auto Recharge, You will be asked to select which recharge option You wish to be automatically applied each time You reach Your Credit Expiry Date. Auto Recharge will automatically apply Your selected recharge option on the scheduled Auto Recharge date. Auto Recharge does not automatically apply any Add-On Packs.
3. Auto Recharge will be triggered on the Credit Expiry Date of Your currently active recharge.
4. It is Your responsibility to ensure that You are able to pay the Auto Recharge Amount on the Credit Expiry Date using Your Nominated Card and that Your Nominated Card details and contact details are correct and up-to-date.
5. If payment of the Auto Recharge Amount using Your Nominated Card is unsuccessful for any reason, Your credit will expire and You may not be able to use Your Prepaid Mobile Service to make outgoing calls, text or data sessions unless You recharge Your Account using another method (by using the Everyday Mobile from Woolworths App, My Account portal at [mobile.everyday.com.au](http://mobile.everyday.com.au) or calling Customer Care). We will notify You via SMS or email if Your Auto Recharge is unsuccessful. Note that if your Auto Recharge is not successful, the service will attempt an Auto Recharge again 28 days later, unless you manually recharge or cancel your Auto Recharge prior to that date.
6. Amounts charged to Your Nominated Card that exceed the credit limit available on the Nominated Card may be rejected and may result in You being charged fees or interest by the issuer of the Nominated Card and/or by Us.
7. We will not charge the Auto Recharge Amount to Your Nominated Card and You must recharge using a different method (by using the Everyday Mobile from Woolworths App, My Account portal at [mobile.everyday.com.au](http://mobile.everyday.com.au) or calling Customer Care) if:
  - a. We have given You notice that We are unable to charge the Auto Recharge Amount to Your Nominated Card;
  - b. We have given You notice that payment of the Auto Recharge Amount using Your Nominated Card has been unsuccessful for any reason (this may include as a result of a disputed or fraudulent transaction or a failure by You to update Your details);
  - c. You have given Us at least 2 Business Days notice that You no longer wish to Auto Recharge Your account; or
  - d. one or more attempts to charge Your Nominated Card is unsuccessful.
8. You warrant that You have the capacity and authority to authorise Us to charge the Nominated Card.
9. We are not liable for any loss arising from and any costs incurred in connection with:
  - a. Us being unable to charge the Auto Recharge Amount to Your Nominated Card;
  - b. any unsuccessful payment by You of the Auto Recharge Amount using Your Nominated Card (including a chargeback resulting from a disputed or fraudulent transaction or a failure by You to update Your details);
  - c. Your credit expiring due to payment of the Auto Recharge Amount using Your Nominated Card being unsuccessful for any reason;
  - d. any delay in applying the Auto Recharge; or
  - e. Our variation or termination of this Agreement.

### Cancelling or varying Your authorisation

10. You may cancel the authorisation to charge Your Nominated Card under this Agreement or change Your Nominated Card by contacting Us at least two (2) Business Days before Your Credit Expiry Date by calling Us on 1665 (from your Everyday Mobile from Woolworths service) or on 1300 101 234 from any other phone, or updating Your Auto Recharge details using the Everyday Mobile from Woolworths App.
11. If Your SIM card is lost or stolen, Auto Recharge will not be cancelled automatically. You must immediately contact Us to cancel Your Auto Recharge.

### Changes by Us

12. We may vary this Agreement at any time by giving You at least ten (10) Business Days' notice and such changes will be binding on You with effect from such date as We determine.
13. If You do not agree to a variation of this Agreement You may cancel Your authorisation to charge Your Nominated Card and pay the Auto Recharge Amount in another way.

### Contact Us

14. If You believe there has been an error in charging Your Nominated Card or You wish to notify Us about anything relating to this Agreement, including disputes, please contact Us directly on 1665 or on 1300 101 234 from any other phone.

### Privacy

15. We ensure that Your personal information is protected and maintained in accordance with the *Privacy Act 1988* (Cth), and Part 13 of the *Telecommunications Act 1997* (Cth) respectively.
16. Our Privacy Policy explains how We collect, use and disclose personal information about You, including how to opt out from direct marketing, how to request access to and correction of Your personal information or how to complain about a privacy breach and how this is handled by Us. For a copy of this policy, call our Call Centre on 1665 from Your Everyday Mobile from Woolworths service or on 1300 101 234 from any other phone (local call rate applies) or go to [mobile.everyday.com.au](http://mobile.everyday.com.au).

### Definitions

The meaning of certain words and abbreviations used in this Agreement are set out below. Other words and abbreviations used in this Agreement are defined in **clause 11** of the Service Terms and **clause 18** of the General Terms.

Singular words include the plural equivalent and vice versa.

Grammatical variations of a word defined in this Agreement have a corresponding meaning.

Where the word "including" is used in this Agreement, it should be read as "including but not limited to".

**Agreement** means this Everyday Mobile from Woolworths Auto Recharge Agreement.

**Auto Recharge** means the automatic recharge of Your Prepaid Mobile Service and charging of Your Nominated Card on the evening of Your Credit Expiry Date each recharge period.

**Auto Recharge Amount** means the purchase price (less any applicable discounts) of the Prepaid Recharge Option that will be automatically applied to Your Account.

**Business Day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

**Credit Expiry Date** means the date Your current recharge will expire.

**Nominated Card** means the credit card You have nominated either in the application for a Woolworths Phone Plan via our website, Everyday Mobile from Woolworths App, Call Centre or in-store or by subsequent notification to Us in accordance with clause 8 and which, under this Agreement, We are authorised to charge the Auto Recharge Amount to.

**We, Us** and **Our** means Woolworths Group Limited ABN 80 000 014 675, also known as Everyday Mobile from Woolworths.