

# Service Description and Terms for TPG Mobile Services on Optus Network

This document contains the Service Description and Terms for the supply of Mobile Services including Mobile Voice and Mobile Broadband whether Pre-Paid or Post-Paid. Mobile Voice is supplied by TPG Internet Pty Ltd (ACN 068 383 737) and Mobile Broadband is supplied by TPG Internet Pty Ltd. The Standard Terms and Conditions apply to all Mobile Services.

## 1. THE SERVICE

- 1.1 The Mobile Voice service, depending on the plan chosen by you and subject to any restrictions or limitations we impose or that arise from the type of equipment you own, allows you to:
  - (a) make calls from and receive calls to your mobile phone;
  - (b) send content from and receive content to your mobile phone;
  - (c) send content from and receive content to a computer using your mobile broadband device, and
  - (d) use a range of value added service features, on a mobile network for your own personal or business use only.
- 1.2 The Mobile Broadband service, depending on the plan chosen by you and subject to any restrictions or limitations we impose or that arise from the type of equipment you own, allows you to send SMS messages and to send content from and receive content to a computer using your mobile broadband device.
- 1.3 Mobile services are not available in all areas in Australia. Coverage maps are available on request. Roaming is not available in all countries or in all places within countries.
- 1.4 The service is supplied over the Mobile Digital Network of one of our mobile digital network carrier partners. We do not control that network. Where the carrier partner limits call types in its network, your use of the service will be similarly limited. You agree that you will not hold us responsible in respect of any such limitations.
- 1.5 Voicemail messages you receive will be deleted in the following order:
  - Unplayed messages - 28 days
  - Played messages - 10 days
  - Saved messages - 7 daysIf you wish to keep your saved voicemail message for longer than 7 days, you may replay and then resave the message.

## 2. SIM Cards and eSIM

- 2.1 Connection to the mobile network is by way of either a physical SIM card ('SIM Card') or an embedded SIM, also known as an eSIM ('eSIM'). A SIM Card is inserted into a mobile device owned by you (unless otherwise set out in a Plan), whereas an eSIM is digitally set up via software on your compatible device. The SIM Card that we provide to you is our property and we may request that you return the SIM Card to us at any time for replacement. You must not interfere with the SIM Card.
- 2.2 We are not responsible for any lost or stolen SIM Card, or your eSIM enabled device. You must notify us as soon as possible if the SIM Card or eSIM enabled device is lost or stolen and we will bar outgoing calls, suspend the service or activate IMEI blocking on your mobile phone.
- 2.3 You are responsible for all charges for calls made using the lost or stolen SIM Card or eSIM enabled device up until the time you notify us that your SIM Card (or device) has been lost or stolen and we bar outgoing calls, suspend the service or activate IMEI blocking.

2.4 Unless you are otherwise in breach of the agreement, we will replace the SIM card (including where your mobile phone has been lost or stolen or the SIM card has been damaged), and may charge a replacement fee.

2.5 eSIMs can only be purchased and installed while within Australia or New Zealand.

### **3. TERMS SPECIFIC TO MOBILE BROADBAND SERVICES**

3.1 The service is only available to customers within the Optus GSM or 3G-HSDPA coverage area and is subject to network availability. You can also use the service to connect to the Internet outside of the 3G/HSDPA areas, GSM network areas, however where only GSM coverage is available, including NT and TAS, you will not experience broadband speeds.

3.2 Mobile Broadband plans may only be used as a data plan. You should not use the supplied SIM to access (and may not be able to access) other services such as National voice calls, International voice calls, Voice Mail, premium and Third Party SMS, MMS, International MMS, 1300, 190. If you are able to access such services, your use of such services will be charged at prevailing rates. Data usage will be counted in kilobytes, and includes both uploads and downloads.

3.3 Your pricing plan may set out a maximum amount of included data that you can use to download and upload at high speed in a billing month. If you exceed your plan's included monthly data allowance, additional excess usage will be charged. Any unused data allowance cannot be rolled over. If the supplied SIM card is used in an alternate modem any usage will count towards your plan's data allowance.

3.4 7.2Mbps (HSDPA) and 2Mbps (HSUPA) are theoretical maximum download and upload speeds. Based on network testing, average download speed between 512Kbps - 3.0Mbps and upload speed between 512Kbps - 1.2Mbps and both are available in selected locations only. Other locations within the 3G/Dual Band coverage area provide average download speeds of between 512Kbps - 1.5 Mbps. Many factors affect speeds such as your distance from the mobile tower, the capacity and load of the mobile tower, which bearer you are currently using (GSM, 3G/HSDPA), your hardware and software, the source of your download, and general internet traffic.

3.5 A range of Mobile Broadband devices may be used with the service but some devices are not compatible with the Optus network. If the device you use interferes with the Optus network, we may notify you of that fact and request that you desist from using the device. If you do not do so, we may suspend and/or terminate the supply of the service to you.

3.6 The Mobile Broadband service is not suitable for International Roaming and International Roaming will not be activated on the service.

### **4. RESTRICTIONS ON USE OF THE SERVICE**

4.1 You must not:

- (a) make or receive calls or send or receive content on our network other than for your own personal or business use,
- (b) wholesale any service (including transit, refile or aggregate domestic or international traffic) on our network, or
- (c) use the service (including any SIM or eSIM enabled device) in connection with a device that switches or reroutes calls to or from our network or the network of any supplier, without obtaining our written consent first. We may give or withhold our consent, or make our consent subject to conditions, in our discretion.

4.2 If you breach clause 4.1(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.

4.3 We may restrict access to premium services until a payment history has been established.

## 5. SERVICE FAULTS

- 5.1 While we will endeavour to make Mobile services available to customers 24 hours a day, 7 days a week, Mobile services are not fault free and we cannot guarantee uninterrupted service, or the speed, performance or quality of the service. There are many factors outside of our control which affect Mobile services, such as the performance of third party suppliers and equipment, Force Majeure events, electromagnetic interference, network congestion, and performance of your equipment. We accept no liability for interruptions to your Mobile service or for any resulting damage or loss suffered by you or any third party.
- 5.2 We reserve the right to perform maintenance work from time to time, which may temporarily interrupt your access to the service. Where possible, we will perform this work during non-peak times.
- 5.3 You must direct all queries regarding faults/outages of the service to our technical support Help Desk (see contact details online at <http://www.tpg.com.au/about/contact.php>). You must not direct inquiries to third party service providers or Telstra. We will invoice you for costs incurred by us if you engage a third party for assistance with your service.

## 6. MOBILE NUMBER PORTABILITY

- 6.1 You may be able to port a phone number you have obtained from another carrier or carriage service provider when you connect to the service.
- 6.2 We will not charge you a fee for porting a phone number from another carrier or carriage service provider.
- 6.3 You must not cancel the service you have with the other carrier or carriage service provider before you port the phone number. We will inform the carrier or carriage service provider from which you have ported the phone number that you have ported the phone number and they will cancel the service.
- 6.4 You may need a new mobile phone or you may need to have your mobile phone unlocked if you are porting between different types of mobile networks.
- 6.5 You can port a phone number you have obtained from us for use with the service to another carrier or carriage service provider.
- 6.6 We may charge you a fee to port the phone number to another carrier or carriage service provider.
- 6.7 You must not cancel the service before you port the phone number. The carrier or carriage service provider to which you have ported the phone number will inform us that you have ported the phone number and we will cancel the service.
- 6.8 You can only port the phone number; you cannot port any value added services.
- 6.9 You may only port a phone number for which you are the authorised customer.

## 7. SERVICE CHARGES

- 7.1 We provide our services under packages and plans. Our plans typically have periodic fees, usage charges and promotions and may have a minimum term. Our packages, plans and promotions have specific terms and conditions and may be restricted to certain customers such as new, existing or special needs.
- 7.2 You must pay us all fees and charges that are incurred in using your service.
- 7.3 Any usage that is not part of the included value for your plan will be paid for in accordance with the applicable payment arrangement set out in the mobile plan brochure for the plan you have chosen
- 7.4 You acknowledge that before entering into the agreement you have received and understood the terms and conditions of your package, plan, applicable promotion(s) and fees and charges.

- 7.5 Plans generally have a minimum contract period and, if you cancel the service before the end of the minimum contract period or we terminate the agreement for your default before the end of the minimum contract period, you will be liable to pay to us the monthly recurring charges that would have been payable for the remainder of the minimum contract period.
- 7.6 Your plan may be varied, extended or renewed as agreed between you and us from time to time. If you do not contact us at expiration of your minimum plan term we will assume you require your service to continue under the same terms and conditions on a rolling monthly basis until you notify us otherwise.
- 7.7 You may change a plan:
  - (a) if your current pricing plan allows you to change, and
  - (b) if you meet the eligibility criteria of the pricing plan to which you are wanting to change (for example, if you are changing from a pricing plan with lower charges to a pricing plan where there are higher charges that you meet the credit requirements of the pricing plan with higher charges), and
  - (c) if applicable, you agree to plan the change of plan fee or other fee which we advise is payable by you for the change of plan.
- 7.8 Migrating to another plan does not reduce the Minimum Contract Period or terminate the original agreement or result in a reduction of the charges payable by you to us. We may specifically agree to an early termination of a Minimum Contract Period when you change to another plan, but this is at our discretion unless specifically agreed by us in the new plan or any special offer.

## 8. YOUR MOBILE EQUIPMENT

- 8.1 You may obtain mobile equipment from us for use with the service or you may choose to use mobile equipment you have or have obtained from a third party.
- 8.2 To protect consumers from illegal trade in mobile equipment, if we have a reasonable belief that your equipment is stolen, we may ask you to provide proof of ownership of your mobile equipment.
- 8.3 If we ask you to provide proof, you must provide us with that proof within ten (10) business days.
- 8.4 Unless you obtain the mobile equipment from us for use with the service, we make no warranty under the agreement:
  - (a) that the mobile equipment is suitable for use in connection with the service or any value added service features, or
  - (b) about the quality of the mobile equipment.
- 8.5 Unless you obtain the mobile equipment from us for use with the service, you are responsible for making sure that:
  - (a) all regulatory approvals for your mobile equipment have been obtained, and
  - (b) your mobile equipment complies with all relevant technical regulations and specifications at all times.
  - (c) You are responsible for the maintenance of your mobile equipment.
- 8.6 If your mobile equipment appears to be faulty or interferes with the service, we are entitled to require you to:
  - (a) provide your mobile equipment for us to inspect, and/or
  - (b) cease using that mobile equipment until the problem has been corrected.

## 9. LOST OR STOLEN MOBILE EQUIPMENT

- 9.1 If your mobile equipment is lost or stolen, you may contact us to request:
  - (a) incoming and outgoing calls and data be temporarily barred (outgoing calls and data can also be barred via the Mobile Service Control Panel in My Account) and/or
  - (b) IMEI blocking be activated (this can only be done by contacting us - you cannot activate IMEI blocking in My Account), or
  - (c) if you are on a non fixed-length agreement only, that the service be suspended.
- 9.2 You will continue to be charged your access fee whilst the bar is in place and/or IMEI blocking is activated.
- 9.3 To contact emergency services while your phone is blocked you must dial 112 (rather than 000).
- 9.4 Customers with hearing impairments who wish to access the TTY 106 emergency services number from their mobile phone should be aware that this number may not work from some blocked mobile phones.
- 9.5 If you obtain a mobile phone that we reasonably believe is lost or stolen, we may activate IMEI blocking on your mobile phone without your consent, even if you are not aware it is stolen.
- 9.6 If you obtain the service from us under false pretences, we may activate IMEI blocking on your mobile phone without your consent.
- 9.7 In the event that we know you have made an insurance claim when your mobile phone is lost or stolen, if IMEI blocking is not already activated we will activate IMEI blocking on your mobile phone.
- 9.8 In the event we activate or de-activate IMEI blocking on your mobile phone, we will inform other national carriers to put this block or unblock into effect on their own networks.

## 10. CALLING LINE IDENTIFICATION

- 10.1 If you do not bar CLI on your mobile phone, the phone number assigned to you may be displayed on the phone of the person you are calling.
- 10.2 When another person calls you, the phone number of that person may be displayed on your mobile phone if that person has not barred CLI on their phone.
- 10.3 When you send a SMS or MMS, the phone number assigned to you or your name may be displayed on the phone of the person to whom you are messaging. You cannot bar the phone number assigned to you or your name when you send a SMS or MMS.

## 11. ACCESS RESTRICTIONS

- 11.1 At your request we can bar certain calls made from the mobile phone. We cannot bar calls to emergency service numbers 112 and 000.
- 11.2 Calls to 1900 numbers can only be barred if we also bar international calls.

## 12. BARRING AS AN ALTERNATIVE TO SUSPENSION

- 12.1 We may choose to bar outgoing and/or incoming calls and/or content on your mobile phone, instead of suspending the service.
- 12.2 If we bar outgoing and/or incoming calls and/or content on your mobile phone, we may later suspend or cancel the service for the same or a different reason.

## 13. SUPPLIER AND THIRD PARTY SERVICES

13.1 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, authorise 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. MINIMUM CONTRACT PERIOD

- 14.1 Some plans have a Minimum Contract Period. The Minimum Contract Period is the minimum period during which you must acquire the service. The Minimum Contract Period commences when the service is activated.
- 14.2 The Minimum Contract Period varies from plan to plan, and will be advised to you during your application for the service.

## 15. DOWNLOAD QUOTAS

- 15.1 With some plans you are charged for all downloads and uploads in excess of a specified monthly usage quota, at a rate specified in the plan, or if no rate is specified, then the rate of 15 cents per megabyte is charged.
- 15.2 In calculating download usage, 1GB (Gigabyte) is equal to 1000MB (Megabyte); 1MB is equal to 1000KB (Kilobyte).

## 16. PAYMENTS

- 16.1 Payment options are credit card and/or direct debit from a nominated bank account, as specified on the TPG website for the plan chosen by you. Accounts paid with an American Express or Diners Club card will incur a surcharge of 3.02% and 2.75% (incl. GST) of the payment amount respectively when we debit the card.
- 16.2 Payment of invoices is required within 30 days of date of invoice. Payment can only be made through "My Account" or by calling the Call Centre. If payment is not made within this time, account suspension will be enforced.
- 16.3 Payment method will be moved from invoice to automatic Credit Card or Direct Debit deduction in the cases where a plan change, relocation, reconnection or reactivation of internet service is required by retail customers (without ABN).
- 16.4 If you require us to send to you a printed copy of an invoice, this may be subject to an administration fee that will be determined depending on your request.

## 17. CANCELLING A MOBILE SERVICE

- 17.1 Either party may terminate a Mobile service by giving at least 7 days written notice to the other party. You must pay for charges for the Service up to the end of the notice period.

17.2 You authorise us to charge all termination fees, including, but not limited to, any early termination charges to your credit card or direct debit account on receipt of your termination notice.

## **18. MISCELLANEOUS**

18.1 You use the service at your own risk and we take no responsibility for any data downloaded and/or the content stored on your computer or mobile phone. You agree not to make any claim against us, our suppliers, employees, contractors or assignees for any loss, damages or expenses relating to, or arising from, the use of the service.

## **19. RETURN POLICY**

19.1 You have a period of fourteen (14) days from the date of receipt of the equipment to return it to TPG unopened. This includes the return, unopened, of any bonus promotional items. Title to Equipment does not pass to you until the completion of the Return Period or you opening of the Equipment.

19.2 If the Equipment is returned to TPG we will assume you no longer wish to have your Call Plan, Handset Payment or Plan Upgrade. TPG will refund you the full amount minus the postage and handling once the handset has been returned and assessed. If the Equipment has been opened then it will be returned to you and we will charge you the retail value. Charges will apply for incomplete or damaged Equipment.