

Service Description and Terms – Mobile Services

This document contains the Service Description and Terms for the supply of TPG SIM Only Mobile Plans ('Mobile Service'), supplied by TPG Internet Pty Ltd (ACN 068 383 737). The Standard Terms and Conditions apply to all Mobile Services.

1. THE SERVICE

- 1.1. The Mobile Service, depending on the pricing 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 standard national calls from and receive calls;
 - b) send and receive standard national SMS and MMS messages;
 - c) access internet;
 - d) use a range of value added service features for an additional fee, such as International Roaming, or making international calls that aren't included in your pricing plan*;

from your mobile device on a mobile network for your own personal or business use only.

*Note: Use of value added service features may require you to make additional prepayment (refer to clause 1.7.).

- 1.2. Your pricing plan provides an unlimited inclusion for calls, SMS and MMS to Standard Australian Numbers (includes 13, 1300, 18 and 1800 Numbers). Select pricing plans also provide an unlimited inclusion for calls and SMS to standard international numbers in 31 selected countries. Any unlimited usage provided is only for use in Australia. Any unlimited usage is subject to TPG's Standard Terms and Conditions and fair use policy.
- 1.3. Your pricing plan sets out a maximum amount of included data that you can use in a billing month. If you use up your plan's included monthly data allowance (Included Data), data will be unavailable until the next billing month. Any unused data allowance cannot be rolled over. Data usage will be counted in kilobytes and includes both uploads and downloads.
- 1.4. Mobile Data is capped to a maximum speed of 150Mbps or 250Mbps (depending on your chosen pricing plan). These speeds are maximum potential speeds that you may get access to and the speed you experience may be slower due to various factors including your device, location, available bandwidth and source of download.
- 1.5. Depending on your chosen pricing plan, your Mobile Service will get access to our 5G Network and/or 4G Network. 5G Network Access requires a 5G compatible device and can be used only in selected coverage areas. Otherwise, customers can get access to our 4G network when they use a 4G compatible device in 4G coverage areas. Actual coverage areas and network speeds vary due to device, location and network congestion. For more info, visit www.tpg.com.au/mobile/coverage.
- 1.6. You may only access the service with approved devices and SIMs approved by us, unless otherwise agreed with us in writing. (Approved Device refers to a mobile phone, modem or other device on the list of devices published at support.tpg.com.au/approved-devices as approved devices to be used with a service. We may amend this list by adding or withdrawing devices).
- 1.7. You can make an additional prepayment of at least \$10 for excluded usage and charges (Prepaid Balance), such as International Roaming, making international calls and Extra Data.
- a) If you use up your plan's monthly included data allowance we will automatically charge \$10 out of your Prepaid Balance to increase the amount of Included Data available in that particular billing cycle by 2GB (Extra Data).
 - b) If you activate your Mobile Service overseas (International Roaming), charges for calls, MMS, data usage, and sending SMS overseas will be charged out of your Prepaid

Balance in accordance with TPG's International Roaming rates, which can be viewed at www.tpg.com.au/mobile/intlroaming. If there are insufficient funds in your Prepaid Balance for a particular charge, that usage will be unavailable until you have made additional prepayment. More information on roaming is set out in clause 1.10. below.

- 1.8. Certain mobile service features are not available, including video calls to Australian and International Numbers, calls and SMS to 19 Numbers, diversions to international numbers, Premium SMS and Premium MMS.
- 1.9. 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 usage 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.
- 1.10. International Roaming is not available in all countries or in all places within countries. While roaming, calls, SMS, MMS and data usage will be charged on a "pay as you go" basis at significantly higher rates than in Australia. You can find the list of Eligible Countries and Roaming Rates at www.tpg.com.au/mobile/intlroaming. International roaming is automatically activated on this plan for new customers and will connect by default when you arrive in an Eligible Country. You can deactivate it by logging in to My Account online at tpg.com.au/account or by calling +61 2 9007 3023. Charges for using International Roaming are not part of your plan's Monthly Included Value. We highly recommend that you disable Mobile Data in your device settings to ensure that you do not incur unexpected and high data usage fees whilst roaming. It may take up to 48 hours for international roaming usage to be shown in My Account.
- 1.11. A Voicemail service is offered. New voicemail messages and messages saved in your mailbox will expire after seven days. If you need to keep a message, you can save it for a further seven days. Once a message has expired it's permanently erased and can't be recovered. Voicemail deposit and retrieval is unlimited in Australia.

2. SIM CARDS and eSIM

- 2.1. Connection to the mobile network is by way of a SIM – 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, whereas an eSIM is digitally set up via software on your compatible device. The SIM 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 usage 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). Physical SIM Card replacements will incur a \$10 replacement fee.
- 2.5. eSIMs can only be purchased and installed while you are within Australia or New Zealand.

3. RESTRICTIONS ON USE OF THE SERVICE

- 3.1. 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 or resell any service (including transit, refile or aggregate domestic or international traffic) on our network; or

- c) use the service (including any SIM Card 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.
- 3.2. If you breach clause 3.1. 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.
- 3.3. We may restrict access to premium services until a payment history has been established.

4. SERVICE FAULTS

- 4.1. 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.
- 4.2. 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.
- 4.3. You must direct all queries regarding faults/outages of the service to our Mobile Product Support (see contact details online at <https://www.tpg.com.au/support/contact>). You must not direct inquiries to a third party service provider. We will invoice you for costs incurred by us if you engage a third party for assistance with your service.

5. MOBILE NUMBER PORTABILITY

- 5.1. 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.
- 5.2. We will not charge you a fee for porting a phone number from another carrier or carriage service provider to us.
- 5.3. You must not cancel the service you have with the other carrier or carriage service provider before you port the phone number to us. 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.
- 5.4. 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.
- 5.5. You can port a phone number you have obtained from us for use with the service to another carrier or carriage service provider.
- 5.6. We will not charge you a fee for porting a phone number to another carrier or carriage service provider.
- 5.7. 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.
- 5.8. You can only port the phone number, you cannot port any value added services.
- 5.9. You may only port a phone number for which you are the authorised customer.

6. SERVICE CHARGES

- 6.1. 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.
- 6.2. You must pay us all fees and charges that are incurred in using your service.
- 6.3. 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 (i.e. prepayment).
- 6.4. 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.
- 6.5. Mobile Services are supplied on a rolling month to month basis. Your first monthly billing cycle starts from the date your service is activated. Every month, your inclusions will reset on or around this day. Your invoice for the following month will be issued seven days before your next month's billing cycle commences. If your service is suspended for non-payment, you won't be able to make calls or SMS (except to emergency services like 000) on your phone or use mobile data.
- 6.6. If your payment for Monthly Charges is unsuccessful, you will be issued instructions to make payments (which can be made via My Account at tpg.com.au/account). If payment is not received when your next month's charges are due, your Mobile Service will be suspended.
- 6.7. Further to clause 6.6, if your service is suspended for non-payment, you will be issued instructions to make payment (which can be made via My Account at tpg.com.au/account). When payment is received, your service will be restored. Your monthly billing cycle will start from the day your service is re-activated. Every month, your inclusions will now reset on or around this day.
- 6.8. Further to clause 6.7, if you fail to make a payment whilst your service is suspended, we will permanently disconnect your service. Disconnection means you will lose your mobile number, username and any email account(s) with us. You will need to reapply for a new service, which may incur new application costs. Following disconnection, the plan for your particular service may no longer be available.
- 6.9. You can cancel the service at any time by notifying us at least 7 days before your next month's charges are due. Subject to your consumer law rights, you will not receive a refund for any monthly plan fee charges paid in advance. The unused balance of any Prepaid Balance (prepayment for usage that is not within the Included Value of your plan) will not be refunded to you.
- 6.10. Your plan may be varied, extended or renewed as agreed between you and us from time to time. Unless you notify us that you wish to cancel your service, we will assume you require your service to continue under the same terms and conditions on a rolling monthly basis.
- 6.11. You are able to change to a different pricing plan product. You must note the following:
 - a) if applicable, you may forfeit plan fee discounts or other bonuses offered on your current plan if you change to a new plan; (this could include the available discount for bundling a mobile plan with TPG Internet).
 - b) Any change of plan will only come into effect from the start of your next billing period (provided that the invoice for your next billing month has not been issued).
 - c) if your current pricing plan has been discontinued, you will not be able to return to your current pricing plan.
 - d) Unless otherwise stated at the time your plan is changed, you will remain on a Month to Month rolling contract and your plan will continue to automatically renew every month until you cancel. There is no change of plan fee and charges for the new pricing plan will come into effect seven (7) days before the start of the next billing period.

7. YOUR MOBILE EQUIPMENT

- 7.1. You are required to obtain a 4G or 5G capable mobile equipment for use with the service. Note: TPG does not offer mobile phones for purchase for use with our mobile plans.
- 7.2. To protect consumers from illegal trade in mobile equipment, if we have a reasonable belief that your equipment (mobile phone or USB modem) is stolen, we may ask you to provide proof of ownership of your mobile equipment.
- 7.3. If we ask you to provide proof, you must provide us with that proof within ten (10) business days.
- 7.4. 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.
- 7.5. 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.
- 7.6. 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.

8. LOST OR STOLEN MOBILE EQUIPMENT

- 8.1. If your mobile equipment is lost or stolen, you may contact us to request:
 - a) incoming and outgoing calls, incoming and outgoing SMS and data be temporarily barred (note: you can toggle these options anytime by logging into My Account at tpg.com.au/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) that the service be suspended.
- 8.2. You will continue to be charged your access fee whilst the bar is in place and/or IMEI blocking is activated.
- 8.3. To contact emergency services while your phone is blocked you must dial 112 (rather than 000).
- 8.4. 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.
- 8.5. 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.

- 8.6. If you obtain the service from us under false pretences, we may activate IMEI blocking on your mobile phone without your consent.
- 8.7. 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.
- 8.8. 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.

9. CALLING LINE IDENTIFICATION (CALLER ID)

- 9.1. If you do not bar Caller ID on your mobile phone, the phone number assigned to you may be displayed on the phone of the person you are calling.
- 9.2. When another person calls you, the phone number of that person may be displayed on your mobile phone if that person has not barred Caller ID on their phone.
- 9.3. 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.

10. ACCESS RESTRICTIONS

- 10.1. At your request we can bar certain calls made from the mobile phone. We cannot bar calls to emergency service numbers 112 and 000.
- 10.2. You are able to bar outgoing international calls. You can toggle this option anytime by logging into My Account at tpg.com.au/account).

11. BARRING AS AN ALTERNATIVE TO SUSPENSION

- 11.1. We may choose to bar outgoing and/or incoming calls and/or content on your mobile phone, instead of suspending the service.
- 11.2. 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.

12. SUPPLIER AND THIRD PARTY SERVICES

- 12.1. 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.

13. MINIMUM CONTRACT PERIOD

- 13.1. 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. TPG Mobile Services are supplied on a rolling month to month basis.

14. PAYMENTS

- 14.1. Payment options are credit card or direct debit from a nominated bank account, as specified on the TPG website for the plan chosen by you. Payment will be automatically charged every month using your nominated payment method. You agree your bank account will be direct debited or a charge to your credit card will occur even though you may not have had the opportunity to check all applicable charges. 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.
- 14.2. Payment of invoices is required within 7 days of date of invoice (for the following month's billing period). Payment can only be made through My Account or by contacting Mobile Product Support. If payment is not made within this time, service suspension will be enforced.
- 14.3. 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.
- 14.4. All TPG services are prepaid. You must pay the monthly recurring charges in advance. In addition, you have the option to make additional prepayment for usage that is not within the included value (if any) for the plan that you have acquired. If there are insufficient funds in your prepaid balance, you will not be able to make any usage that is not part of your included value. Prepayments can be made during registration or after activation via the My Account section of the TPG website. If you choose to make additional prepayment, the amount will be debited from your nominated bank account or credit card. We will send you messages about your usage during the month. If you do not use the prepayment, it will be forfeited to us when you cancel the service.

15. CANCELLING A MOBILE SERVICE

- 15.1. Either party may terminate a Mobile service by giving at least 14 days' notice of termination to the other party. You must pay for charges for the Service up to the end of the notice period.
- 15.2. If applicable, You authorise us to charge all termination fees to your credit card or direct debit account on receipt of your termination notice.
- 15.3. Subject to your consumer law rights, if you cancel your mobile plan part way through your billing cycle you won't receive a refund of your plan fees for a partial period or for any unused Prepaid Balance.

16. MISCELLANEOUS

- 16.1. 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.