

Standard Form of Agreement
General Terms for Residential and Small Business Customers
Tangerine Telecom Pty Ltd (ABN 11 602 814 791)
Last Updated: February 2026

Part A: About this Agreement

This Part sets out how we contract with you for Services.

1. Introduction

- (a) These are the General Terms for Tangerine Telecom Pty Ltd (“we”, “us”). These General Terms are a standard form of agreement in accordance with Part 23 of the Telco Act (“General Terms”).
- (b) These General Terms apply whenever we supply Services or Equipment to our customers (“you” or “your”), unless we agree with you in writing that different terms and conditions apply.
- (c) If other people use your Service, these terms also apply to them. For example, if you are the account holder for a home Internet Service, anyone in your household who uses that service will be subject to these General Terms.
- (d) Effective from the date 19 March 2026 (“Start Date”), these General Terms apply to all new or renewed Agreements, as well as all month-to-month (or other periodic) Agreements that roll over to a new period, after midnight on the Start Date. Fixed Term Agreements made before the Start Date remain on their existing terms until the end of their fixed Term.
- (e) Capitalised terms used in these General Terms have defined meanings. These definitions are set out in the Dictionary at clause 78. Some terms may also be defined within the relevant provisions of these General Terms.

2. Structure of our Agreement

- (a) Your Agreement with us is made up of the following:
 - (i) your Application,
 - (ii) any Special Promotions applied to your Service,
 - (iii) any Service Schedules for the Services we provide you and any Critical Information Summaries relevant to those Services,
 - (iv) these General Terms, and
 - (v) our Fair Use Policy.
- (b) If there is any inconsistency between the different parts of your Agreement with us, then the parts listed earlier in the list above take priority to the extent of any inconsistency.

3. When your Agreement begins

- (a) Our Agreement starts if we (in our absolute discretion) accept your Application and continues until it is terminated in accordance with the terms of the Agreement.
- (b) You can submit your Application by completing our Application Form on our website, through our customer contact centre or through our sales channels including third party sales partners.
- (c) Our decision to accept your Application and supply you with Services depends on a variety of factors including (but not limited to):
 - (i) whether the Service is available in your area,
 - (ii) your eligibility for the Service,
 - (iii) whether you meet our credit and identification requirements, and

(iv) the outcome of any credit assessment we may undertake.

4. Your Agreement is with Us

- (a) Your Agreement is with us, not the network Suppliers we use.
- (b) We use Networks operated by NBN Co, Aussie Broadband, Telstra, AAPT, TPG, OptiComm, Vocus and Optus to deliver your Service. However, we are fully responsible for your Service and are not affiliated with these companies. If you have any questions or need help, please contact us, not the Suppliers.
- (c) If you or anyone using your Service contacts our Supplier directly, you'll be responsible for any costs we incur because of that contact.
- (d) Our Suppliers have no responsibility or obligation to you or anyone using your Service.
- (e) Except where permitted to do so by Law or where we have transferred our rights to our Supplier in accordance with clause 4(f), you and other users must not make a Claim or take legal action against a Supplier about your Service. If you do make a Claim or start legal action, you agree to cover any costs, damages, or Losses we incur as a result of any unlawful Claims.
- (f) We may transfer our rights under this clause to our Supplier.

5. Third party sales partners

- (a) If you sign up through an authorised third party sales partner, that partner acts solely as our agent. This Agreement is between you and us, and we remain responsible for all obligations under this Agreement.

Part B: Services and Equipment

This Part sets out your rights and obligations pertaining to the Services and Equipment.

6. Service Plans

- (a) **Service Plans** - Many Services are available under different Plans, each with its own features, entitlements, Term, Charges and special conditions. Your Agreement also includes the terms of the specific Plan you select and on which we agree to provide you with the Services. Additional terms for your Plan may be included in the applicable Critical Information Summary and the terms of any Special Promotion that applies to your Plan.
- (b) **Usage Allowance** - Your Plan may include a set amount of usage for a specific period (e.g. 500GB of data per month or 200 local calls per month). Unused allowances don't roll over and can't be exchanged for cash or credit (unless your Plan says otherwise). If you go over your allowance, extra charges may apply, and/or some or all features of your Service may be slowed, limited or unavailable for use until your Plan rolls over to the next month.
- (c) **Add-on features** - We may offer add-on features for the Services (for example, international roaming travel packs). The details of the add-on features are specified in the Critical Information Summary and/or Service Schedule for your Plan.

7. Application for Services

- (a) You must complete our Application process and provide all information we reasonably require. All information you provide must be accurate, complete, and not misleading. You must promptly notify us of any changes to this information.
- (b) We assess your Application based on a number of factors including, but not limited to:

- (i) whether the Service is available to you in your area,
- (ii) whether you have met any credit and identification requirements that may be applicable to the Service,
- (iii) the outcome of any credit assessment we may undertake.

We are not obliged to accept any Application.

- (c) You should not cancel your existing services or make any related changes until we confirm that we can and will provide the Service. If you take any action before receiving our confirmation, you do so at your own risk and you may lose access to your internet or phone services.

8. Providing Services

- (a) We will start providing your Service as soon as reasonably practical after the Agreement Date.
- (b) We may deliver the Service using our own Facilities or those of our Suppliers. Together, these make up our Network.
- (c) Subject to any rights under Australian Consumer Law, we aim to provide but cannot guarantee a continuous Service free of any Interruptions. We may rely on Suppliers for supplying Services to you. This means that circumstances beyond our control may cause Interruptions to your Service from time to time.

9. Delays in providing Services

- (a) Your Agreement does not guarantee specific timeframes for providing Services. If your Agreement does not set a timeframe in accordance with which we aim to provide a Service, we will provide it within a reasonable time. If we do not, you may have rights and remedies under the Australian Consumer Law.
- (b) To the extent permitted by Law, we are not liable for delays in providing a Service that are outside of our control.
- (c) You cannot cancel or change an order just because of a delay in connecting or activating your Service. However, depending on the circumstances for the delay, where that delay continues for an unreasonable time and the delay has not been caused by your actions, we may refund any amounts that you have already paid for your Service which relate to the period when you were unable to use it. Any refunds for Hardware will be handled in accordance with our Limited Hardware Refund Policy available on our website from time to time.

10. Use of Service by others

- (a) Unless we agree in writing, you must not share, resell, or resupply the Service for payment or reward.
- (b) You are responsible for your End Users' actions and must ensure they comply with your Agreement.

11. Using a Service

- (a) You must use the Service solely for its intended purpose.
- (b) When using a Service, you must comply with (and ensure others that use your Service comply with):
 - (i) your Agreement (including any applicable Fair Use Policy), and
 - (ii) all Laws.
- (c) You must not use a Service:
 - (i) in breach of any Law,
 - (ii) to breach anyone else's rights,

- (iii) to infringe copyright or other intellectual property rights,
 - (iv) to create, transmit or communicate communications which are defamatory, obscene, pornographic, discriminatory, offensive, in breach of confidence, illegal or which bring us or any of our Suppliers into disrepute,
 - (v) to host or transmit content which contains viruses or other harmful code or data designed to interrupt, damage, destroy or limit the functionality of any software, hardware or computer or communications equipment,
 - (vi) to send, allow to be sent, or assist in the sending of Spam, to use or distribute email harvesting software, or otherwise breach the Spam Act,
 - (vii) in a way that is misleading or deceptive, where that is contrary to Law,
 - (viii) in a way that results, or is likely to result, in damage to property or injury to any person, or
 - (ix) in any way that damages or interferes with our Services to our other customers, our Suppliers or any Facilities, or exposes us to liability.
- (d) You must not engage in Exploitive Use.
- (e) Unless specifically included in our Agreement with you, it is your responsibility to provide the technology and equipment necessary for the Service.
- (f) Many of our Services are provided using Supplier Facilities. Use of these Services is therefore subject to Supplier requirements and we may only be permitted to provide Services to you subject to such Supplier requirements. Where we notify you of applicable Supplier requirements, you must comply with those requirements. In accordance with clause 43, where the requirement is materially detrimental we will provide reasonable notice of the change to Supplier requirements and provide Walk Away Rights (where applicable).

12. How Services are billed

- (a) In most cases, you are required to pay for the first month of Service Charges at the time that you submit your Application. This amount will sit on your account as a credit until your Service is active and/or until it has been used to pay for another Service on your account. From the second month, you will receive your account Charges monthly as outlined in your Bill.

13. Maintenance and Technical Support

- (a) From time to time the Network requires maintenance that may interfere with your Service. We will provide you with notice of any scheduled maintenance where reasonably possible.
- (b) Subject to your rights under the Australian Consumer Law and to the extent permitted by Law, we are not obliged to restore Service faults caused by:
- (i) damage not caused by us to Facilities that we (or our Suppliers) use to provide Services,
 - (ii) Interference not caused by us,
 - (iii) planned outages, or
 - (iv) events beyond our reasonable control.
- (c) We do offer some technical support through our website including Live Chat or by contacting our Customer Support Team (1800 211 112). However, we may not be able to provide support for any fault caused by:
- (i) Equipment not supplied by us,
 - (ii) the Service interacting with third party software you use,
 - (iii) issues with wireless connectivity from a wireless access point to your computer, or
 - (iv) Services provided by any third party service provider or carrier (other than our Suppliers).

- (d) Before reporting a fault, you must take reasonable steps to ensure that the fault is not caused by Equipment which is not part of the Network.
- (e) You must not report a fault directly to one of our Suppliers unless we ask you to do so.
- (f) If you report a fault that turns out to be a 'false alarm' or not to relate to the Network, we may make a charge a reasonable fee for our effort and expenses in responding to your report.
- (g) We will use reasonable efforts to have our Suppliers repair faults in Supplier Facilities within a reasonable time.
- (h) You are responsible for maintaining and reporting your own Equipment (except where we supplied it and you have warranty rights in relation to a fault.)
- (i) If you cause a fault or damage to the Network, we may charge you the reasonable cost of repairing it.

14. Service Level Agreements

- (a) If a Service or a Plan includes a Service Level Agreement (SLA):
 - (i) we are liable for any remedy or rebate specified by the SLA, and
 - (ii) subject to your rights under the Australian Consumer Law, and to the express terms of the SLA, our liability for breach of the SLA is limited to such remedy or rebate.

15. Equipment Obligations

- (a) You are responsible for any Equipment at your premises (including any Equipment that belongs to us). You must pay for any Loss or damage you cause to the Equipment that belongs to us other than fair wear and tear.
- (b) You must tell us about any changes to your Services or Equipment that may affect our ability to provide the Service to you.
- (c) You must make any changes we reasonably request to your Equipment to prevent danger or interference with our Services or Network.
- (d) You must provide safe and prompt access to your Premises to allow us or our Suppliers to maintain, replace or remove any Supplier Equipment.

16. Supplied Equipment

- (a) If we supply Equipment to you then you assume risk of the Equipment upon delivery.
- (b) We (or our Suppliers) maintain ownership of the Equipment:
 - (i) if rented or loaned Equipment – always,
 - (ii) for Bundled Hardware – until you complete the minimum term or have paid for the Equipment in full,
 - (iii) for other Equipment – until you have paid in full.
- (c) During this period, you hold the Equipment in a fiduciary capacity as bailee for us (and where relevant our Supplier) and grant us (or our Supplier, where relevant) a security interest under the PPS Law. We (or our Supplier) may register a security interest in the Equipment under PPS Law. You agree to execute any document that, in our (or our Supplier's) reasonable opinion, is necessary for us (or our Supplier) to register an interest in the Equipment.
- (d) You must comply with any reasonable directions to protect our ownership of any supplied Equipment and allow us or our Supplier to do anything reasonably necessary to establish or demonstrate our or our Supplier's ownership. This includes not removing any serial number or insignias on supplied Equipment.

- (e) You must not create, or allow to be created, any encumbrance on any Equipment which has not been fully paid for by you.
- (f) If we supply you with Equipment, your rights to return it or request a refund are governed by our Hardware Limited Refund Policy, available at <https://www.tangerine.com.au/policies>. This policy does not affect your rights to make a claim for faults under the Australian Consumer Law or any applicable manufacturer's warranty. Further details of manufacturer warranties are provided in our Hardware Warranty Information on the same webpage.
- (g) We (or our Suppliers) retain all intellectual property rights in any software, manuals, or user guides supplied with the Equipment.
- (h) You must not part with possession of any Equipment we or our Supplier own or permit such Equipment to become a fixture, or subject to any encumbrance, charge or loan.
- (i) You are responsible for any Equipment owned by us or our Supplier that is lost, stolen, or damaged while in your possession, control, or on your property, and you must pay for its replacement or reasonable repair, unless the Loss or damage is caused by us, our Personnel, or our Supplier.

17. Substituted Equipment

- (a) Sometimes the advertised Equipment may be out of stock unexpectedly. If that happens, we may offer:
 - (i) substitute Equipment that is substantially equivalent in features and functionality (where available), or
 - (ii) if you prefer, a refund for any amounts paid by you for the Equipment which is unavailable.
- (b) Occasionally, the advertised Equipment may not be technically suitable for your particular circumstances. If that occurs, we may supply substitute or modified Equipment that is more suitable.

18. Using your own Equipment

- (a) If you use Equipment that we have not supplied or approved:
 - (i) it must comply with all Laws and technical standards,
 - (ii) you are responsible for checking that your Equipment meets those standards (refer to the Australian Communication Authorities website – www.acma.gov.au) and for implementing appropriate security measures including installing any updates and other recommended security safeguards, and
 - (iii) we are not liable for any Loss or expense you incur in relation to your use of your Equipment or any compromise of its security, except to any extent we cause or contribute to it by negligence or breach of any Consumer Guarantees.

19. Installation and Connection of Equipment

- (a) This clause only applies if we or our Suppliers expressly agree to install or connect Equipment.
- (b) Installation will occur within a reasonable time after delivery, during normal business hours. You must provide safe access to the site for all our Personnel and our Supplier's Personnel.
- (c) You must prepare the site at your own cost, following our or our Supplier's instructions. This includes:
 - (i) providing power supply and suitable fittings,
 - (ii) ensure that any cabling is installed by a registered cabler and in accordance with applicable standards,

- (iii) ensuring proper environmental conditions,
 - (iv) providing a secure location for the Equipment,
 - (v) granting access to necessary to our or our Supplier's Personnel, and
 - (vi) obtaining all permissions for us to enter and install the Equipment.
- (d) You are responsible for any permits, licences, or approvals required for installation and operation.
- (e) You warrant that all consents have been obtained (including from the owner of the premises). You indemnify us against any Claims or Losses arising from our entry and installation directly caused by your failure to obtain consents, except where caused by our negligence or breach of law.
- (f) If installation is delayed because you have not met these requirements, we may charge you for additional costs. Installation charges will be as stated in your Agreement. If installation costs increase due to factors beyond our control, we may require your agreement to revised charges before proceeding.

20. Additional Equipment Services

- (a) You may request extra services for Equipment, such as repairs or maintenance. Unless we expressly agree in writing, we are not obliged to provide additional services.
- (b) If we agree to provide these services:
- (i) we will charge you on a time and materials basis at our standard rate at the time. We will inform you of these rates and obtain your approval prior to commencing any services, and
 - (ii) charges may include costs for materials supplied by our Suppliers at the rate they set.

21. Bundled Hardware and financed Hardware

- (a) Some Plans may include supplied Hardware (like a Wi-Fi router or handset) that you don't pay for upfront (**Bundled Hardware**).
- (b) Bundled Hardware may be:
- (i) free - we absorb its full cost,
 - (ii) amortised - you pay \$0 up-front and we recoup the cost from you as part of Charges over a fixed term, or
 - (iii) subsidised - we absorb all or part of the cost, and you pay the rest either upfront or spread over your monthly charges, or
 - (iv) financed - you purchase the Hardware and pay for it over a fixed term using Finance.
- (c) Your Plan will explain when ownership of Bundled Hardware passes to you.
- (d) If you have Bundled Hardware that was amortised, subsidised or financed and your Agreement ends (and it was not our fault) before the end of your fixed term (if applicable):
- (i) we may immediately charge you the unpaid balance for the Bundled Hardware.
 - (ii) if you don't pay the unpaid value for the Bundled Hardware, we may take debt recovery action in accordance with clause 38.

22. Return of loaned Hardware

- (a) If your Agreement ends (and it's not our fault) and you have Hardware that was rented or loaned to you (including for the purposes of testing that a Service is working):
- (i) you must return it to us within 10 Working Days at your own cost, or as otherwise agreed with us, and
 - (ii) if you don't, we may seek to recover it or charge you the replacement value.

Part C: Your Obligations

This Part sets out your obligations to us in relation to your Service and our relationship

23. Legal Compliance and Fair Use Policy

- (a) We may publish policies to ensure fair, reasonable, and lawful use of our Services.
- (b) These policies help prevent abusive, illegal, or unreasonable use of our Services and resources.
- (c) You must follow these policies and all applicable laws when using our Services.
- (d) For more details, visit our website www.tangerine.com.au/policies or contact us for a copy of the Fair Use policy.

24. Online Safety Act

- (a) You must not use Services to access, transmit, store, upload, or distribute Class 1A Material, Class 1B Material, or any other illegal or harmful content. You must comply with all applicable laws and directions issued under the *Online Safety Act 2021*(Cth).
- (b) We may, without notice, block or remove access to prohibited content, suspend or terminate your Service, and report any suspected breach to the eSafety Commissioner or law enforcement authorities as required by Law.
- (c) You indemnify us against all Losses, damages, costs, and expenses (including reasonable legal fees) incurred by us to the extent arising from or in connection with your breach of this clause.

25. Privacy

We collect, use and disclose personal information as set out in our Privacy Policy, which can be found on our website, www.tangerine.com.au/policies.

26. Respectful Conduct

- (a) You must always treat our staff with courtesy and respect.
- (b) You must not be rude, abusive, offensive, harassing, threatening or mislead our staff.
- (c) If you or your Authorised Representative breach this requirement and we reasonably consider:
 - (i) the breach to be minor, we may issue a written request for you to comply. If you breach this requirement again, it will constitute a material breach of your Agreement, or
 - (ii) the breach to be major (e.g. abusive, racist or threatening behaviour), we may treat it as a material breach of your Agreement, and we may restrict, suspend or cancel your Services in accordance with clause 65. We will take into consideration all circumstances prior to taking this action.

27. Operational Directions

- (a) We (or our Supplier) may issue operational directions relating to the Service when reasonably required.
- (b) Such directions may include directions relating to restrictions, limitations, obligations and requirements relating to the acquisition, supply and use of the Service, and Supplier Network and will generally concern safety, security, reliability, legality compliance or emergency situations.
- (c) You must comply with any operational directions we provide. Failure to comply may result in suspension and/or termination of your Service. Where we suspend and/or terminate your Service in accordance with this clause:
 - (i) such suspension and/or termination will be proportionate to the circumstances;

- (ii) where possible, we will provide advanced notice of your non-compliance with operational directions and of any suspension and/or termination actions that we propose to take.
- (d) You must comply with any instructions or policies relating to the use of the Network, provided that such instructions or policies are notified to you in writing at least 30 days prior (unless a shorter period is required to ensure compliance with Law or our agreement with our Supplier).

28. Your Cooperation

- (a) You must provide reasonable cooperation so we can deliver the Service to you, fix any issues, and help resolve disputes or complaints.
- (b) If the Service is a Carriage Service under the Telco Act, you acknowledge that we or our Suppliers may be legally required to:
 - (i) intercept communications over the Service,
 - (ii) monitor and retain data relating to your Service, or accessed or transmitted by you while using the Service, or
 - (iii) provide your data to persons authorised by law.

29. Carrier or Carriage Service Provider

- (a) You confirm that you are not a Carrier or Carriage Service Provider.
- (b) If you become one in the future, we or our Suppliers may need to cancel your Service and end your Agreement by letting you know.

30. Intellectual Property

You do not own or have any legal interest in any of our intellectual property or in any phone number, IP address, domain name, personal identification number or other locator or identifier issued by us to you.

Part D: Charges, Billing and Payments

This Part explains what Charges you pay, circumstances where we may require a personal guarantee, security or credit checks, how we Bill you and making payments. All fees will be disclosed to you in advance.

31. Charges you may pay

We have various Charges you may be required to pay, including:

- (a) **Ongoing Service fees:** Charges payable each month for your Service or Plan.
- (b) **Extra fees:** ongoing or once-off Charges payable for extra Services or Equipment, not included with your Plan or you do something in breach of your Plan. This includes (but is not limited to):
 - (i) Charges for add-on Services (e.g. a travel pack to allow you to use your mobile Service internationally),
 - (ii) Charges for Equipment you purchased from us over a minimum term (e.g. a Wi-Fi router financed over 12 months),
 - (iii) paper Bill fee (if paper Bill is requested),
 - (iv) usage Charges (e.g. for multimedia messages sent internationally that are charged per message),
 - (v) prepaid Charges (e.g. charges for Plan features that require pre-payment such as direct inward dialling),
 - (vi) non Direct Debit fees (applicable on some Plans where you pay your Bill using a manual payment method),

- (vii) bounce payment fees (applicable on some Plans if your Direct Debit payment is declined),
 - (viii) late payment fees (applicable to some Plans if you pay your Bill late),
 - (ix) temporary suspension of service Charges (applicable to some Plans if your Service is suspended),
 - (x) Early Termination Fee (applicable on some Plans provided over a fixed term, if you cancel before the end of that term),
 - (xi) other account administration fees (including merchant provider surcharges or other payment fees), and
 - (xii) barring fee.
- (c) **Once-off fees:** Charges you pay once if you buy something outright or do something not included within your Plan. This includes:
- (i) Charges for Equipment you purchased from us outright,
 - (ii) postage and handling fees,
 - (iii) installation fees (including the new development fee), and
 - (iv) non- standard connection Charges.

32. Our prices

- (a) Our Charges are as stated in the CIS and Service Schedule applicable to your Service and in the terms of any Special Promotion being provided in connection with the Service.
- (b) Equipment Charges are as made publicly available by us from time to time (e.g. on our website or customer portal).
- (c) We may vary Charges or add new Charges from time to time in accordance with clause 42.

33. Guarantees and Security

- (a) **Security Deposit:** Where we have conducted a credit assessment in relation to you and the Service you have applied for, based on the outcome for that credit assessment, we may require you to pay a security deposit.
- (b) We may use the security deposit to recover any overdue, undisputed billed Charge. Before we access a security payment, we will advise you that it will be accessed within 5 Working Days and provide you an opportunity to pay within that period.
- (c) Where permitted by Law, if we become entitled to suspend or terminate Service, we may make the resumption of Service conditional on you giving us, and maintaining, a security deposit and/or third party guarantees to our reasonable satisfaction.
- (d) If you cancel all relevant Services and you have no overdue account balance, we will refund any unused security deposit balance within 5 Working Days after:
 - (i) all relevant Services on your account have been cancelled, or
 - (ii) you satisfactorily complete the terms of the security deposit arrangement.
- (e) As the administration costs of recording and paying interest on a security deposit are typically disproportionate, we do not do so unless you make a written request and then only when the costs are proportionate. In that case, the interest will only accrue from the date we agree to your request.
- (f) **Requiring a guarantor:** We may make supply of Service conditional on you giving us, and maintaining, a third-party guarantor to our reasonable satisfaction.

34. Credit checks

- (a) **Our right to credit check:** At our discretion, we may obtain a credit report about you to help us decide whether to accept your Application.
- (b) A credit reporting agency may include the fact that we obtained a credit report about you in its credit information file on you.
- (c) **Disclosure of Information:** We may disclose information about you to:
 - (i) a credit reporting agency,
 - (ii) other credit information providers,
 - (iii) a debt collection service we engage,
 - (iv) anyone who takes, or is considering taking, an assignment of any debt you owe us.
- (d) We may disclose:
 - (i) information in your Application,
 - (ii) details of your account,
 - (iii) that you have applied for credit with us,
 - (iv) that we are a current credit provider to you,
 - (v) payments that are more than 60 days overdue and subject to collection processes,
 - (vi) any serious credit infringement you have committed, and
 - (vii) that payments are no longer overdue.
- (e) **Acknowledgements:** You agree that:
 - (i) we may receive a credit report and other information about you, including personal information,
 - (ii) we can conduct a credit check and verify your personal details, in accordance with this clause. If you are self-employed, this may include obtaining and using any report or information which contains information about your commercial activities or commercial credit worthiness,
 - (iii) we may disclose information about you to any of the organisations set out in clause 34(c).
 - (iv) any credit and/or other information about you may be used to:
 - assess your application,
 - assist you to avoid defaulting on your credit obligations,
 - notify other credit providers of a default by you, and
 - assess your creditworthiness.
 - (v) If you enter an Agreement where you will not be the main actual user of the Service (e.g. you arrange an Internet Service for your children), you are responsible for all use of the Service and all Charges incurred under the Agreement.

35. Billing Information and Receiving your Bill

- (a) Our standard Billing Period is monthly, but we may vary it on reasonable notice.
- (b) Subject to clause 35(d), we will issue your Bill electronically via the Customer Portal, email and/or the Tangerine app.
- (c) You can ask us for your billing information (including itemised charges) for up to the past 72 months, subject to the following conditions:
 - (i) For the last 24 months: we'll give you the information for free through at least one method we choose. If you want it in another format, we may charge you only what it costs us to provide it.
 - (ii) For 24–72 months ago: we may charge you the cost of providing the information.

- (iii) If you request the information in a different format or medium, we may charge you our cost of providing it.
- (iv) We require notice in order to supply itemised billing details to you. It may take up to 28 days to provide the requested billing information.
- (d) You may request a paper Bill to be sent to you by mail. If you opt to receive a paper Bill, a Paper Bill fee may apply. This fee is as set out in the Critical Information Summary for your Service.
- (e) Generally, we will supply a Bill to you for each Billing Period, except where you pay by Direct Debit and the Charges for that Billing Period are for a fixed amount in each Billing Period, or where you have no outstanding balance owing on your account.
- (f) We will try to include all Charges for the relevant Billing Period on your Bill. However, subject to clause 35(j), we may include unbilled Charges on later Bill(s) if required.
- (g) We may bill a part-period or issue an interim Bill e.g. to align your Billing Period with the first day of each month.
- (h) We may bill you for any Service we have already provided.
- (i) We may reissue you a Bill if you or we subsequently find errors in a Bill.
- (j) We may issue a late Bill, provided the Bill is issued no longer than 160 days after the Charge was first incurred by you.
- (k) If you have more than one Service on your account, each individual Service may have a different Billing Period. The Billing Period specific to each Service can be found:
 - (i) on your Bill,
 - (ii) in the Customer Portal which can be accessed by visiting <https://myaccount.tangerinetelecom.com.au/>; or
 - (iii) by contacting our customer service (see details in clause 69(c)).

36. When you must pay your Bill

- (a) You agree to pay all Bills on time by the due date specified on the Bill or as otherwise notified by us.
- (b) If you have a Direct Debit arrangement in place, we will debit your bank card or bank account on the due date in accordance with your Direct Debit Agreement with us.
- (c) If you are experiencing financial hardship, we offer assistance in accordance with our [Payment Assistance Policy](#).

37. How you can pay your Bill

- (a) Direct Debit is our preferred payment method. Some Special Promotions may require payment by Direct Debit as a precondition of supply of the relevant Service.
- (b) Unless Direct Debit is a precondition of supply for your Service, you may pay your Bill using one of the payment methods set out on your Bill.
- (c) Additional fees or surcharges may apply for certain payment methods. These will be as outlined on your Bill and/or Critical Information Summary.
- (d) If any payment you make is dishonoured, we may charge you a reasonable payment dishonour fee and recover from you any fees charged by our bank.

38. What happens if you don't pay your Bill on time

- (a) If you do not pay your Bill on time, and you have not raised a legitimate dispute of that Bill, you are in breach of your Agreement.
- (b) If you do not pay your Bill by the due date, we may:

- (i) charge you a reasonable late fee,
 - (ii) charge you interest for the outstanding amount at 1.5% a month from the date the Bill was due for payment until it is paid in full,
 - (iii) take Credit Management action, including suspension or disconnection of your Service,
 - (iv) for customers that have a Direct Debit arrangement:
 - Extract payment for Charges after the initial Bill due date, including by re-attempting to Extract payment where the previous Extract was unsuccessful,
 - charge you a fee if we unsuccessfully Extract payment, except where the failure was caused by us,
 - (v) acting reasonably, and in accordance with applicable Law:
 - use external debt recovery services to recover outstanding amounts from you. We reserve the right to pass on any collection fees that we incur,
 - institute legal proceedings against you to recover any outstanding amounts you owe to us. We reserve the right to recover our legal costs we have reasonably incurred,
 - on-sell any outstanding amounts you owe us to a third party. Where we have on-sold your debt, any outstanding amounts will be owed by you to that third party,
 - notify a credit reporting agency of a default by you.
- (c) We will not take the actions set out in clause 38(b)(v) where:
- (i) any disputed amount is subject to an open, legitimate billing dispute in accordance with clause 39, or
 - (ii) you are receiving assistance under a financial hardship arrangement in accordance with our Payment Assistance Policy, which can be found on our website, www.tangerine.com.au.

39. Billing Disputes

- (a) We will not take Credit Management action in relation to a disputed amount that is the subject of an unresolved complaint, if we are aware that the complaint has not been resolved to your satisfaction and is being investigated by us, the TIO or a relevant recognised third party but:
 - (i) you must still pay all undisputed portions, and
 - (ii) if it is determined that some or all of the disputed portion is payable, you must pay that amount within 5 days.
- (b) Unless required by law or a binding decision of a court or authorised external dispute resolution body, we will not provide a refund or credit in respect of a billing dispute that is raised with us more than 24 months after a Bill is issued.

40. GST

- (a) Our prices are taken to be GST inclusive unless they are expressed to be 'GST exclusive', '+ GST' or similar.
- (b) We may recover any GST payable under this clause in the same manner as our Charges.

Part E: Changes

This Part outlines how both you and we can make changes to your Services or Agreement.

41. Authorised Representatives and Advocates

- (a) You can appoint an Authorised Representative to act on your behalf if you require. In certain circumstances and subject to appropriate evidentiary requirements, an Authorised Representative may be appointed to act on your behalf without your permission (e.g. if you are incapacitated).
- (b) If your appointment does not state any limitations, your Authorised Representative has the power to act on your behalf as if they are you and can access information about you that we hold.
- (c) You are responsible for any Charges incurred by your Authorised Representative.
- (d) You can appoint an Advocate to communicate with us. Any Advocate that you appoint cannot make changes to your account or Services (unless they are additionally an Authorised Representative).
- (e) You can find further details about the appointment of an Authorised Representative or Advocate on our website.

42. Changes to your Agreement

- (a) From time to time, we may make changes to the terms of our Agreement with you. This could happen for reasons such as:
 - (i) we improve or change the features or functionality of your Service or update the Service itself.
 - (ii) changes which are necessary due to factors outside of our control, such as:
 - changes in law or regulation,
 - urgent updates for security or safety reasons, or
 - changes implemented by our Suppliers including:
 - modifications to the underlying technology or functionality of the Service,
 - changes to the terms on which they supply Services to us.
- (b) We need to make changes for operational or strategic reasons including:
 - (i) changes to the customer segments that we supply to,
 - (ii) changes to the Plans or Services that we offer to customers,
 - (iii) changes to our supply chain requirements or arrangements,
 - (iv) changes in technical services or operational arrangements we have available to support Services or features, or
 - (v) incorporation of technical advances.
- (c) **Notification of Changes:** Unless we consider the change will have a beneficial or only a minor negative impact on you, we will give you reasonable notice of the change (and otherwise in accordance with the TCP Code), having regard to:
 - (i) the nature of the variation, and
 - (ii) the means by which notice is to be provided, and
 - (iii) the length of time remaining before the variation is to occur, and
 - (iv) any other matter that is reasonably relevant,

- (v) and whether you are entitled to Walk Away Rights as explained in clause 43,
- (d) **Your rights if we make a beneficial or minor negative impact change:** If a change will have a beneficial or only a minor negative impact on you:
- (i) we will not give you notice, and
 - (ii) we will not give you Walk Away Rights.
- (e) **Your rights if we make a negative change:** Unless the change will have a beneficial or minor negative impact:
- (i) we will give you notice that we are making a change, and
 - (ii) we will give you Walk Away Rights.
- (f) **Your rights if a Supplier varies our agreement:** If a Supplier exercises its legal rights to vary the terms on which we acquire services from them that form all or part of a Service that we supply to you:
- (i) we may vary your Agreement in accordance with the Supplier's variation,
 - (ii) we will give you notice of the variation, and
 - (iii) we give you Walk Away Rights provided you also pay any fees that we have to pay the Supplier as a direct result of your termination of the Service.
- (g) If you have a fixed Term Agreement and you terminate your affected Service in accordance with your Walk Away Rights in this clause, you will not be required to pay an Early Termination Fee in relation to your Service except in the limited circumstances set out in clause 43 **Error! Reference source not found..**

43. Walk Away Rights

- (a) Walk Away Rights means the right to cancel your Agreement (even during a minimum or fixed Term) and pay only:
- (i) usage or network access charges to the date your affected Service ends,
 - (ii) outstanding amounts for installation of Equipment (if any),
 - (iii) outstanding amounts for Equipment that has been purchased but not fully paid, and
 - (iv) where applicable, any amount under clause 31.
- (b) To exercise your Walk Away Rights, you must contact us to cancel your affected Service within 14 days of being notified by us of the relevant variation that gives rise to these rights.

44. When variations take effect

Changes to your Agreement take effect:

- (i) at the end of any applicable notice period, or
- (ii) if no notice period applies, immediately.

45. Customer transfers to us: Obligations to your current supplier

If you wish to Transfer a Service from another supplier to us, you must first check whether your contract with your current supplier imposes any restrictions or costs of doing so (including any termination or transfer costs). You will be responsible for those costs.

46. Customer transfers to us

- (a) In most cases, there is an industry process under which we can initiate and manage the Transfer of your Service from another supplier to us (“**Industry Churn Process**”).
- (b) Where an Industry Churn Process is in place, by making an application for Service, you instruct and authorise us to arrange with your current supplier to Transfer the Service to us and authorise us to act on your behalf with your current supplier to Transfer the Services to us.
- (c) Unless an Industry Churn Process in place, you are solely responsible for terminating your contract with and any services from your current supplier in accordance with your contract with that supplier, which might continue to charge you until you have done so.

47. Charges payable to your current supplier

You must promptly pay your current supplier all amounts you owe it.

48. Provision of Services by our Suppliers

- (a) If we terminate an arrangement with a Supplier through which we supply the Service to you, you acknowledge that our Supplier may (but is not obliged to) arrange to supply you with the Service directly.
- (b) If our rights and obligations under your Agreement are assigned or novated to our Supplier in order to supply the Service directly to you, you acknowledge that the rate plan and Charges applicable to the provision of the Service may be altered to the nearest applicable Supplier rate plan. Where the changes to the rate plan are materially detrimental to you, we will give you Walk Away Rights.

49. Customer transfers from us

- (a) If you Transfer your Service to another service provider, you must pay all Charges to us that accrue before completion of the transfer.
- (b) If you Transfer a Service to another service provider before the end of any minimum term or fixed term, Early Termination Fees may apply.
- (c) If you Transfer your Service to another service provider and:
 - (i) your Service is covered by an Industry Churn Process, your Service with us will be cancelled within a reasonable timeframe after we have been notified of the Transfer by the gaining service provider. You must pay for costs claimed by a service provider or other person against us in relation to any such amounts.
 - (ii) your Service is not covered by an Industry Churn Process, your Service will not automatically be cancelled with us. You need to submit a cancellation request to us, and you will be responsible for all Charges that accrue prior to cancellation.
- (d) If you transfer a Service to another supplier before the end of any minimum term or fixed Term, Early Termination Fees apply.

50. Assignment

Our ability to assign

- (a) We may assign or novate all or part of our rights and obligations under your Agreement at any time to a related body corporate, a Supplier, or to a purchaser of all or part of our business without your consent.
- (b) If this occurs, we will notify you as soon as reasonably practicable (and otherwise as required under the TCP Code) and provided the details of the new provider.

Your ability to assign

- (c) You may only transfer or assign your Agreement, or any of your rights and obligations under it, with our prior written consent, such consent not to be unreasonably withheld.
- (d) If we agree to the assignment, the person taking over your Agreement will be responsible for all future charges, obligations, and use of the Service from the date the assignment takes effect.
- (e) Until the assignment takes effect you remain responsible for all obligations under the Agreement

What remains unchanged

- (f) Any assignment (by you or us) will not affect your existing rights under the Agreement or under Australian Consumer Law.

Effective date of assignment

- (g) The assignment will take effect on the date we confirm in writing, or such later date we specify.

Part F: Resolving Problems and Managing Risks

This Part explains how you can make a compliant, how we manage and allocate risk, and what happens if there is an event that is beyond our control.

51. Complaints

- (a) If you wish to make a complaint, please reach out to us via one of the methods outlined in our Complaint Handling Policy which is available on our website at www.tangerine.com.au/policies.
- (b) If we are unable to resolve your complaint (or at any time) you can reach out to the Telecommunications Industry Ombudsman for further assistance. For further information go to www.tio.com.au or call them on 1800 062 058.

52. Liability – General

- (a) You must pay us all Charges and other amounts due under your Agreement.
- (b) Your obligations under this clause survive termination of your Agreement.

53. Liability – Personal Injury, Death or Property Damage

- (a) We accept responsibility:
 - (i) if our negligence causes personal injury or death, in line with the law, or
 - (ii) if our negligence causes property damage in the course of carrying out repair or maintenance work on our Equipment.
- (b) To the extent permitted by law, we are not responsible for any personal injury or death, or for any property damage caused by our Suppliers, except to the extent that our actions or omissions have caused the personal injury or death, or property damage.

54. Consumer Law Guarantees

- (a) We agree to provide the Services to you only subject the terms, conditions or warranties contained in the Agreement and those imposed by Law.
- (b) Nothing in this agreement limits or excludes your rights under the Australian Consumer Law or the Consumer Guarantees. These rights include guarantees that our services will be provided with due care and skill and will be fit for their intended purpose.
- (c) Where we cannot exclude our liability for our breach of a Consumer Guarantee but are permitted to limit our liability for such a breach, unless you are able to establish that it is not fair and reasonable for us to do so, our liability to you is limited to:

- (i) if the breach relates to goods (other than certain guarantees about ownership and undisturbed use) – the repair or replacement of the goods, the supply of equivalent goods or the payment of the cost of repairing or replacing the goods or supplying equivalent goods, or
- (ii) if the breach relates to services – resupplying the services or payment of the cost of having the services resupplied.

55. Exclusion of Liability

- (a) To the extent permitted by law, you, we and our Suppliers have no liability to each other for any indirect or Consequential Loss (other than loss resulting from a breach of a Consumer Guarantee).
- (b) To the extent permitted by law, we and our Suppliers have no liability to you or any other person for:
 - (i) Loss suffered by you or your end users in connection with the Agreement or the Service to the extent that your acts or omissions or any Equipment supplied by you cause or contributed to that loss,
 - (ii) Loss to the extent that it results from your failure to take reasonable steps to avoid or minimise your loss, or
 - (iii) any acts, omissions or defaults of any third party or person that provides goods or services to you for use in connection with the Service.

56. Exclusion of Implied Terms

- (a) Without prejudice to any rights you may have under the Australian Consumer Law and/or Consumer Guarantees (see section 54):
 - (i) any representation, warranty, condition or undertaking (whether in favour of you or of us) that would be implied in your Agreement by legislation, common law, equity, trade custom or usage or otherwise is excluded from your Agreement to the fullest extent permitted by Law, and
 - (ii) we do not warrant or represent the performance, accuracy, reliability or continued availability of the Services or that the Services will operate free from faults, errors or Interruption.

57. Cap on Liability

Where permitted by Law, and without prejudice to any rights you may have under the Australian Consumer Law and/or Consumer Guarantees (see section 54), except for your liability under clauses 52, 59 or 60, each party's total liability for all Claims or Loss relating to your Service is limited to the amount you have paid us for that Service in the 12 months before the Claim arose or a maximum of \$1,000 in aggregate over the Term.

58. Legal Requests

- (a) If we have to provide information about you or your Service because of:
 - (i) a request from the police,
 - (ii) a court order or direction from an authority, or
 - (iii) a request from a lawyer,and we incur costs in doing so, you agree to reimburse those costs on request. We will provide evidence of those costs.
- (b) Any reimbursement of costs under this clause will:
 - (i) be limited to situations where your conduct has directly caused us to incur costs,

- (ii) be limited to reasonable, actual costs incurred by us, and
- (iii) exclude standard, minor requests and requests that are not compelled by Law.

59. Illegal or Improper Use

If your Service is used (or claimed to be used) by you or an End User that you are responsible for, in a way that breaks the law or infringes someone else's rights, and this use of the Service directly causes us to suffer Loss or incur costs because of it, you must make good our Loss and reimburse our expenses on request.

60. Our Suppliers

- (a) Except where you suffer Loss as a result of our Supplier's actions, and the Supplier is at fault:
 - (i) you cannot make a Claim against the Suppliers for anything related to your Service, and
 - (ii) you release the Suppliers from any such Claim.
- (b) If you do make a Claim and we or our Suppliers suffer Loss, you agree to cover those Losses, unless we caused the problem through our own negligence or breach of Law.
- (c) If you are a consumer or small business under the Australian Consumer Law and any part of this clause is considered Unfair, that part will not apply.

61. Events Beyond our Control

- (a) Neither we nor you are not liable for delays or failures in performing our obligations under the Agreement if they are caused by events outside our reasonable control, other than an obligation to pay money under this Agreement, our obligations under Law and any non-excludable rights you have under the Australian Consumer Law and/or Consumer Guarantees. These events can include, for example, natural disasters, severe weather, power outages, industrial strikes, government actions, other networks or suppliers or failures of equipment that is not owned or operated by us.
- (b) If this happens, we will do our best to restore the Service as soon as possible.
- (c) If a delay, interruption or failure to deliver under this Agreement is caused directly or indirectly by an event beyond a party's reasonable control and continues for more than 30 days, then either party can terminate the affected Service by notice in writing to the other party.

Part G: Suspension, Restriction or Termination of Services

This part explains how the Agreement can be terminated and the circumstances that your Services or the Agreement can be restricted, suspended or cancelled and what happens on termination.

62. Termination by You

You may terminate your Agreement (and we will not charge you an Early Termination Fee):

- (a) by cancelling all Services under the Agreement. Except during a fixed or minimum Term or where your Plan otherwise specifies a particular written notice required, you can cancel a Service by submitting a Cancellation Request to us any time before 5.00pm AET on the last day of the Billing Period for your Service, or
- (b) if we are in material breach of your Agreement and:
 - (i) you have notified us in writing of our breach, and we have failed to remedy it within 14 days of your notice, or
 - (ii) the breach is of a type which cannot be remedied, in which case you have the right to terminate your Agreement immediately by providing us with notice, and

- (c) in any other circumstances where your Agreement provides for it.

63. Early Termination by You

- (a) If your Agreement is for a fixed or minimum Term, then you cannot end it before the end of that Term unless our Customer Terms or the Law allows it.
- (b) If you are allowed to end your Agreement early (for example, because we offered that option after a change to your Agreement), we may charge you amounts we are entitled to under clause 42(e) above.
- (c) If we agree to let you end your Agreement early for any other reason, we may charge:
 - (i) an Early Termination Fee (if specified in your Agreement),
 - (ii) any amounts under clause 63(d) below,
 - (iii) a reasonable administration fee,
 - (iv) usage or network access charges up to the end date, and
 - (v) any other charges listed in your Plan.
- (d) Some Plans include discounted or waived Equipment or installation costs (for example, a \$0 modem or no setup fees) in return for a fixed Term. Where applicable, the discounted or waived Equipment or installation costs in return for a fixed Term will be as set out within the Critical Information Summary for your Plan or otherwise as advertised to you at the time you sign up. If you end such an Agreement early, we may also charge you a pro-rated amount for those items based on their reasonable value and the remaining months of your Term.

64. Restriction, Suspension, Termination or Cancellation by Us

- (a) We may exercise rights to restrict, suspend or cancel Services under this clause or our Agreement with you more broadly. If we do so, then we will:
 - (i) act reasonably in exercising our rights, and
 - (ii) only act to the extent necessary to protect our legitimate business interests.
- (b) Prior to suspending, restricting or terminating your Service or your Agreement under this clause, we will provide you with reasonable advance notice where possible (except in the case of emergencies) and otherwise as required under any Law.
- (c) If we suspend, restrict or cancel your Service:
 - (i) because of your fault or breach of your Agreement, without limiting our rights under the Agreement or at Law, you remain liable for all Charges payable under your Agreement during the period of suspension or restriction, together with any Early Termination Fee (if applicable). If your Service is suspended, restricted or cancelled in accordance with this clause, you will not receive a pro rata refund or pro rata reduction in Charges for any unused days of your Service.
 - (ii) Otherwise – you are entitled to a pro rata reduction in Charges in respect of the period of suspension or restriction.

65. Your actions cause us to restrict, suspend or cancel

- (a) We may need to restrict, suspend or cancel Services in the following circumstances:
 - (i) we reasonably believe that you are no longer at the Service Address or you leave the Service Address without our consent,
 - (ii) we are unable to access your Service Address as required to provide, maintain or repair Services,
 - (iii) if you fail to fix any defect in your Equipment within 30 days of notification by us,

- (iv) you use a Service in a way that places unreasonable demands on our or our Supplier's Network or fail to comply with our Fair Use Policy,
 - (v) if you do (or allow) anything which in our reasonable opinion may jeopardise the intended operation of the Service,
 - (vi) if you become a Carrier or Carriage Service Provider within the meaning of the Telco Act,
 - (vii) if we reasonably suspect fraud or attempted fraud involving the Service,
 - (viii) if you breach your obligations under Part C including if you abuse or harass our staff or contractors in the conduct of their duties,
 - (ix) you fail to pay us any money that is due under this Agreement on time or threaten not to pay us money that you owe to us or will owe to us in future,
 - (x) we find out that information you provided as part of any credit assessment was materially adversely inaccurate,
 - (xi) you cause to be reversed any Direct Debit or credit card payment to us (except with our prior written agreement), or
 - (xii) you are in material breach of your Agreement with us.
- (b) Where we restrict, cancel or suspend Services in accordance with this clause, where possible and to extent commercially reasonable, we will provide you with reasonable advance notice and if reasonable, an opportunity to cure (if possible) any breach by you of this clause.
- (c) We may terminate an Agreement or suspend performance of our obligations under the Agreement if you die or are subject to an Insolvency Event, if we have a reasonable belief that we are unlikely to receive or retain payments for amounts due and payable by you under the Agreement.

66. Other reasons which cause us to restrict, suspend or cancel Services

- (a) We may also need to restrict, suspend or cancel Services in the following circumstances:
- (i) if there is an emergency,
 - (ii) if we reasonably believe there is a serious threat or risk exists to the security or integrity of the Network, or the provision of the Service may cause death, personal injury or damage to property,
 - (iii) if we are required to do so by law or if our supply of Services contravenes any law,
 - (iv) we reasonably consider that it is desirable to do so to facilitate Network maintenance or to protect the Network from harm,
 - (v) if it becomes technically infeasible for us to continue Service,
 - (vi) if a third party (including a Supplier) withdraws or suspends an underlying service which means we cannot provide your Service, or
 - (vii) if an event beyond our reasonable control (see clause 61 above) prevents us from providing the Service to you in accordance with the Agreement for 30 days or more.
- (b) We may terminate an Agreement or suspend or limit or vary performance of our obligations under it to comply with:
- (i) legislative or regulatory requirements, or
 - (ii) the order of a court or lawful direction of a competent authority – to the extent the legislative or regulatory requirements or order or direction unavoidably requires us to do so.
- (c) We may suspend, intercept or terminate a service in order to comply with a warrant or other court order, or as otherwise required or authorised by law.

- (d) We may cancel your Service if it has not been used or accessed for a continuous period of 12 months. Before we cancel your Service, we will provide you with reasonable notice and provide you with an opportunity to use or access your Service.
- (e) We may cancel your Application if you do not activate your Service within 6 months of the Application Date. We will not refund any amounts that were pre-paid for that Service except where:
 - (i) we are required to do so by Law or a binding decision of a court or authorised external dispute resolution body, or
 - (ii) we or our Suppliers are at fault for the failure to activate your Service within 6 months of the Application date.
- (f) We may restrict, suspend or cancel your Service without notice if you are alleged to have committed domestic or family violence against an end-user of a Service. Once that Service has been terminated, where applicable, we may assign the rights to the public number connected to your cancelled Service to the end-user provided that we are reasonably satisfied that:
 - (i) the person to whom we are transferring the public number is the end-user of that service,
 - (ii) the end-user is affected by potential or actual domestic or family violence, and
 - (iii) the transfer is reasonably necessary to address the domestic or family violence situation and minimise risk of harm.

67. After Your Fixed Term Ends

- (a) If you have a fixed Term Service, when it ends, your Agreement will automatically continue on a month-to-month basis unless you choose to cancel.
- (b) All existing terms and conditions still apply.
- (c) After the end of a fixed Term or if you are on a month to month Agreement, you can end the Agreement at any time by submitting a Cancellation Request to us any time before 5.00pm AET on the last day of the billing period for your Service, and we can terminate the Agreement with effect from the end of the fixed or minimum Term on at least 30 days' notice, or sooner in accordance with the terms of this Agreement.
- (d) If the Agreement is not cancelled, Charges will continue at the standard monthly rate for your Plan.

68. When your Agreement Ends

At the end of your Agreement (whether by expiry or termination by either of us for any reason):

- (a) our obligations to you under that Agreement stop, except for any rights you have under Law (see clause 54),
- (b) we may invoice you for any active and/or ordered Services for which we have incurred costs that we have not yet billed and any other amounts owed under the Agreement,
- (c) all outstanding amounts must be paid immediately,
- (d) you authorise us to recover any undisputed outstanding Charges or Early Termination Fees from any overpayment you have made, or by Direct Debit from your usual payment method,
- (e) any legal rights or claims that existed before the Agreement ended are not affected,
- (f) our liability limits and indemnity rights under the Agreement continue to apply,
- (g) we may delete your data from any storage media (you are responsible for backing up your data),
- (h) other Agreements with you are not affected unless we also terminate them, and
- (i) once these steps are complete, the Agreement is fully ended.

Part H: General

This Part includes general terms that support how we work together, such as how we communicate with you, what Law applies, how terms are defined and other essential agreement basics.

69. Notice

How We Send you Notice and when it is considered received

- (a) We may contact you about your Service in the following ways (and it is then considered received):
 - (i) In person (right away)
 - (ii) By email (on the day it was sent, as long as there is no delivery failure notification)
 - (iii) By post (2 Working Days after posting)
 - (iv) By Instant Message (on the date it was sent)
 - (v) By phone call or voicemail (on the day it was made)
 - (vi) Any other method permitted by law.

Sometimes we will send you a link to a website where you can read the notice.

What Notices Look Like

- (b) If the Agreement or the Law say notice must be in writing, we will send it in writing. Otherwise, we may give notice verbally, in writing or by phone or by voicemail, if you don't answer.

Where We Send Notices

- (c) We will use:
 - (i) the phone number or email address attached to your account, or
 - (ii) any other contact details provided.

Our Contact Details

Who we are: Tangerine Telecom Pty Ltd (ABN 11 602 814 791)

Website: www.tangerinetelecom.com.au

Address: Level 8, 574 St Kilda Rd, Melbourne, VIC 3004

Customer Service: Call 1800 211 112

70. Governing Law

This Agreement is governed by the laws of the state or territory of Australia in which you are normally resident. You and we agree to submit to the jurisdiction of the courts of such state or territory.

71. No Waiver

A failure, delay, relaxation or indulgence by us in exercising any power or right conferred under your Agreement (such as a right that we have due to your breach of your Agreement) does not operate as a waiver of the power or right.

72. Errors

- (a) If we make a clerical or calculation error, or there's a misprint in any document we give you (such as plan details, catalogues, price lists, delivery notes, invoices, statements, or credit notes), we can correct it by sending you an updated document or notifying you of the correction with reference to the original document.
- (b) You won't receive a price change or discount because of these errors or misprints unless you reasonably relied on the incorrect information.

73. Commission or Incentives

We may pay a commission or incentive to any agent, employee, contractor or dealer in connection with the acquisition of the Services and your Customer Agreement.

74. Entire Agreement

- (a) Your Agreement is the complete agreement between you and us pertaining to the relevant Services. You acknowledge that:
 - (i) it does not include any term, condition, warranty, representation, or guarantee unless it is expressly stated in the Agreement, except for Consumer Guarantees that cannot be excluded by law.
 - (ii) you have not relied on any representation that is not expressly included in the Agreement.
- (b) Nothing in this clause limits or excludes any rights or remedies you may have under the Australian Consumer Law, including in relation to misleading or deceptive conduct.

75. Severability

If any part of the Agreement is found to be invalid or unenforceable, the rest of the Agreement will still apply. The invalid part will be adjusted or removed as needed to make it enforceable, without changing the overall intent of the Agreement.

76. Survival

The provisions of the Agreement which by their nature are intended to survive termination or expiration, including but not limited to privacy, limitation of liability, governing law, and resolution of complaints or disputes, survive and continue in full force and effect notwithstanding such termination or expiration.

77. How to read the Agreement

- (a) Words defined in the Dictionary have that meaning, and related words have similar meanings.
- (b) Examples (such as those introduced by “including” or “such as”) are for illustration only and do not limit what is covered.
- (c) Headings are for convenience and do not affect interpretation.
- (d) Singular includes plural, and gendered words have no special meaning.
- (e) References to laws include any amendments or replacements.
- (f) “In writing” includes letters, emails, and any communication that can be read.
- (g) Money amounts are in Australian dollars unless stated otherwise.
- (h) Notices must be in a readable form.

78. Dictionary

The following definitions apply unless the context requires otherwise:

ACL or **Australian Consumer Law** means Australian Consumer Law, which is set out in Schedule 2 of the *Competition and Consumer Act 2010*.

ACMA means the Australian Communications and Media Authority.

Agreement Date means the date we confirm that we can and will provide the Service.

Application means an application made by you for the provision of Services by us submitted via our online form, via our customer contact centre or via our other sales channels including third party sales partners.

Application Date means the date you submit an Application for a Service.

Advocate means the same as in the TCP Code.

Authorised Representative means the same as in the TCP Code.

Bill means an invoice from us stating Charges that you are liable to pay and, where the TCP Code applies, including debits and credits applied during that Billing Period and advising you of the total amount due, or in credit, and where an amount is due, the payment method.

Billing Period is the period in between Bills.

Bundled Hardware means Hardware that is supplied alongside a specific Plan, and may be free, subsidised, amortised or under Finance.

Cancellation Request means a request by you to cancel your Service. To be effective, the Cancellation Request must be submitted via an approved channel outlined on our website and/or in communications.

Carriage Service means the same as in the Telco Act.

Carriage Service Provider means the same as in the Telco Act.

Carrier means the same as in the Telco Act.

Charge means a charge applicable under your Agreement.

Claim means any and all claims, alleged claims, actions, suits or proceedings by any person of any nature or kind, whether in contract, tort (including negligence) at common law, in equity, under statute or otherwise however arising (including by way of set off, cross-claim or counterclaim).

Class 1A Material means material prohibited under the *Online Safety Act 2021 (Cth)*, including child sexual exploitation material, pro-terror content, and material depicting extreme violence, torture, or sexual violence.

Class 1B Material means material prohibited under the *Online Safety Act 2021 (Cth)*, including content that promotes or depicts non-violent crime, drug misuse, or violence in an unjustified manner.

Consequential Loss includes loss or damage that does not arise directly and naturally from a breach of contract, but results from special circumstances, including but not limited to loss of profits, revenue, business opportunities, or anticipated savings.

Consumer Guarantee means the same as in the ACL.

Credit Management means the process by which we: (a) help customers to manage their expenditure on Services, (b) manage any credit risk to us, and (c) collect outstanding debts from customers and former customers. Credit Management action may include restricting, suspending or disconnecting a Service.

Critical Information Summary means the document required under the Telecommunications (Consumer Protection and Service Standards) Act 1999 and the Telecommunications Consumer Protections Code, which sets out key details of a telecommunications service or plan in a clear, standardised format. It includes essential information such as service description, pricing, minimum contract term, fees and charges, key limitations or conditions, and details of the complaints handling process.

Customer Portal means the online platform provided by us where you can manage your account, view and pay Bills, update details, track usage and access support services.

Direct Debit means a payment that is deducted by us from your nominated bank account and/or bank or credit card.

Direct Debit Agreement means the terms and conditions under which you have authorised us to debit funds from your nominated bank account and/or bank or credit card in order to pay for your Bills. A copy of the Direct Debit Agreement is available on our website at www.tangerine.com.au/policies

Early Termination Fee is the amount specified in or calculated in accordance with the relevant Plan, or otherwise: (i) any amount we remain liable to pay to a third party (e.g. a wholesale supplier) for goods or services we cannot resell or resupply to other customers, and (ii) a reasonable estimate of our lost profit as a result of early termination.

End User means any individual or entity that uses the Service provided under the Agreement, whether or not they are the account holder. This includes anyone who accesses or uses the Service through your equipment, login details or network.

Equipment means any goods, accessories, cables, power supplies, configurations, or systems (software-based or otherwise), used in connection with the supply of a Service, whether provided by us, a Supplier, or self-supplied by you.

Exploitative Use means any use of a Service that is outside its normal, intended purpose and cannot reasonably be considered typical consumer or business use. This includes, without limitation:

- a) using an unlimited mobile Service to generate mobile terminating access or SMS termination payments (e.g., SIM boxing),
- b) routing, switching, or aggregating domestic or international traffic on our Network without consent,
- c) using devices or methods to reroute calls to or from our Network without our approval, or
- d) any similar activity designed to exploit the Service for financial gain or network manipulation.

High-volume use alone is not considered Exploitative Use.

Extract means deduct an amount by Direct Debit.

Facilities means equipment and network infrastructure of all kinds used to provide or in connection with the provision of a Service.

Fair Use Policy means a policy called "Fair Use Policy" which contains a set of rules that limit how you can use our Services to ensure they are not used in a way that is excessive, unreasonable, or impacts other customers. It explains what we consider acceptable use and what happens if usage goes beyond those limits. A copy of this policy is available on our website at www.tangerine.com.au/policies.

Finance means an arrangement offered by us that allows you to pay the purchase price of Equipment in instalments over an agreed fixed term, subject to the conditions set out in your Plan.

GST means Goods and Services Tax payable under the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999*.

Hardware means a physical device, whether fixed at your premises or portable, that you use to connect to your Service (e.g. a mobile device) and/or distribute the Service over a local network (e.g. a Wi-Fi Router). Hardware is a sub-category of Equipment and may be supplied by us or self-supplied by you.

Insolvency Event includes an event where a receiver or receiver and manager is appointed over any of your property or assets, an administrator, liquidator or provisional liquidator is appointed to you, you enter into any arrangement with your creditors, you become unable to pay your debts when they are due, you are wound up or become bankrupt, or any other analogous event or circumstance occurs under the laws of any jurisdiction.

Instant Message means SMS, RCS message, iMessage, Facebook Messenger and any similar messaging service by which you and we can exchange text or voice messages.

Internet Service means a Service that provides access to the Internet.

Intervening Event means an event beyond our reasonable control which interferes with and prevents us from providing the Services to you. Such events include any act or omission of our Suppliers, any disruption to our or our Suppliers' networks, infrastructure and equipment, failure of any electrical power supply, changes to any laws or regulations, and acts of God, lightning strikes, earthquakes, floods or other natural disaster.

Interruption means a delay in supplying, a failure to supply or an error or defect in the supply of a Service.

Law means law, Act of Parliament, regulation, mandatory standard and industry code and including a requirement or direction of any Regulator.

Loss means losses, harm, damages, liabilities, charges, expenses, compensation, fine, penalty, payment outgoings or costs and all related costs and expenses (including reasonable legal fees and reasonable costs of investigation, litigation, settlement, judgment, appeal, interest and penalties) of any nature or kind, however it arises and whether it is present or future, fixed or unascertained actual or contingent but excluding Consequential Loss..

nbn means either:

- a) NBN Co and any nbn Sub-Wholesaler and their related bodies corporate and their respective officers, employees, agents, subcontractors and consultants, or
- b) the national broadband network it directly or indirectly owns and/or operates and/or controls – as the context requires.

nbn Sub-Wholesaler means an entity that directly or indirectly acquires nbn Services from nbn on a wholesale basis and directly or indirectly resupplies them to us on a wholesale basis, for resupply to you.

Network means all facilities, infrastructure, systems, and equipment used by us and/or our Supplier to provide the Service. This includes our own Facilities and any third-party Facilities we use from time to time.

OptiComm means OptiComm Pty Ltd.

Optus means Optus Wholesale Pty Limited ABN 86 092 227 551 and/or its Related Bodies Corporate.

Personnel means, in relation to a party or third party, that party's officers, employees, agents, contractors, subcontractors and consultants.

Plan means a particular set of features, entitlements, term of contract, Charges and special conditions in connection with a Service.

PPS Law means the *Personal Property Securities Act 2009*.

Regulator includes the Australian Communications and Media Authority, the Australian Competition and Consumer Commission and any other relevant government or statutory body or authority and the Telecommunications Industry Ombudsman and Communications Compliance Limited.

Related Body Corporate means the same as in the *Corporations Act 2001*.

Service means a service (and includes Equipment) which we provide to you, including but not limited to (a) a Standard Telephone Service, or (b) a carriage service of a kind specified in the *Telecommunications Regulations 2001* (which includes Internet Services), or (c) ancillary goods or service of a kind specified in the *Telecommunications Regulations 2001*.

Service Address means, in relation to a Service that is, or is to be, provided for use at a fixed location, the address of that location.

Service Level Agreement means a written service quality assurance titled as such.

Service Schedule means terms and conditions that apply to particular Services, usually as set out in a document called "Service Schedule".

Spam means an unsolicited commercial electronic message within the meaning of the Spam Act.

Spam Act means the *Spam Act 2003*.

Special Promotion means a special promotion we may offer from time to time, on terms we notify in connection with the offer.

Start Date means the date we notify you that the Service is available for use (or the date you first use the Service, if earlier).

Supplier means a third party from whom we acquire services or from whom our supplier acquires services that form all or part of a Service we provide to you.

Supplier Facilities means Facilities that are managed or maintained by a Supplier.

Tangerine app means our online mobile-based application where you can manage your account, view and pay Bills, update details, track usage and access support services.

TCP Code means Industry Code C628:2019 Telecommunications Consumer Protections Code or any updated or superseding version of the Code, once registered by ACMA will automatically apply from their registration date in place of earlier versions.

Telco Act means the *Telecommunications Act 1997*.

Term means from the Agreement Date until your Agreement ends.

Transfer means to change from having a service supplied by one Carrier or Carriage Service Provider to having the service supplied by another Carrier or Carriage Service Provider.

Unfair in relation to a term in a Consumer Contract or a Small Business Contract means the same as in section 24 of the ACL.

Walk Away Rights has the meaning given to it in clause 43.

Wholesale Standard Agreement means a Standard Form of Access Agreement for the purposes of Part XIC of the *Competition and Consumer Act 2010*.

Working Day means any day from Monday to Friday (inclusive) other than a National Public Holiday (a day on which a public holiday is declared by all States and Territories).