# Tangerine Telecom Customer Terms

## Part F – Mobile Telephone Service Schedule

### 1 What is a Tangerine Mobile Service?

(a) A "Tangerine Mobile Service" gives you:

(i) unlimited voice calls and SMS to standard national numbers and a monthly allowance of MMS and data to use in Australia;

(ii) a mobile phone number (if you don't transfer one to us when you activate your Tangerine Mobile Service);

(iii) call features, including voicemail, call forwarding, calling line identification and caller number display; and

(iv) any other features and inclusions set out in the Critical Information Summary for the Plan you select,

for your own personal use.

(b) Tangerine acts as a reseller and uses parts of the 5G, 4G and 3G mobile network and capabilities of Telstra Corporation Limited (ABN 33 051 775 556) to provide our mobile services.

(c) Tangerine Mobile Services are not available in all areas of Australia. Coverage maps are accessible on our website and are subject to change from time to time.

(d) Tangerine Mobile Services are provided on a SIM only basis and must be used in connection with a compatible mobile phone.

(e) Check your device manual or manufacturer's website to confirm that your mobile phone device is compatible with your selected Plan before proceeding with your purchase.

(f) Your Tangerine Mobile Service may enable you to use VoLTE or Voice over LTE, which allows you to make and receive phone calls on compatible mobile phones using the Telstra 4G mobile network. The calls are sent over a data (4G) network rather than a voice (3G) network. Your mobile device is able to make and receive phone calls on your mobile phone while in a 4G only coverage area, provided that VoLTE is enabled on your phone, you have a compatible mobile device with correct firmware and you are connected to the Telstra 4G mobile network. VoLTE is not currently available when using international roaming.

(g) Your Tangerine Mobile Service may enable you to use VoWiFi or Voice over WiFi, which allows you to make and receive phone calls on compatible mobile phones using a WiFi network. The calls are sent using internet connectivity rather than a voice (3G) network. Your mobile device is able to make and receive phone calls on your mobile phone, provided that VoWiFi is enabled on your phone, you have a compatible mobile device with correct firmware and you are connected to a suitable WiFi service. We do not guarantee that any device will be compatible or will optimally perform with any WiFi network when using VoWiFi.

### 2 Use of your Tangerine Mobile Service

(a) In addition to any other obligations you may have under your Contract with us (including our Fair Use Policy), you must not:

(i) make or receive calls or send or receive content using a Tangerine Mobile Service other than for your own personal use;

(ii) wholesale, resell or resupply all or any part of a Tangerine Mobile Service (including transit, refile or aggregate domestic or international traffic);

(iii) generate mobile terminating access or SMS message terminating access payments (e.g. by using SIM boxing) using a Tangerine Mobile Service;

(iv) use a Tangerine Mobile Service (including any Tangerine SIM card):

(A) as a call collection service or for call redirection to call centres, call sinks or mass termination services;

(B) in such a way that it is automatically generated by a device controlled by software and/or hardware;

(C) for any "machine-to-machine" use, including (but not limited to) in any personal alarm, safety or emergency pendant or similar device, remote control device, or tracker or geo-location device;

(D) as a secondary or back-up service to another connectivity type, including (but not limited to) mobile back up and rapid activation (which is where a mobile service allows temporary connectivity whilst the primary connectivity is in the process of being provisioned); or

(E) with devices that switch or reroute calls to or from the Network or any third party,

without first obtaining our prior written consent (which we may give or withhold at our sole discretion).

(b) If you breach clause 2(a), we may (in addition to and without limiting our other rights under this Schedule, the General Terms or our Fair Use Policy) immediately suspend or terminate your Tangerine Mobile Service by giving you notice.

## 3 Tangerine Fair Use Policy

(a) Our Fair Use Policy applies to your use of your Tangerine Mobile Service.

(b) If we reasonably determine that your use of your Tangerine Mobile Service is in breach of our Fair Use Policy, we will notify you in writing and may take any of the actions outlined in that Policy.

## 4 SIM cards and replacing SIM cards

(a) To enable a Tangerine Mobile Service you need to insert a SIM card in your mobile phone. Subject to clause 13.10(b), the initial SIM card is provided to you without Charge.

(b) If you need a replacement SIM card, we may charge you a replacement Charge as set out in clause 13.

## 5 Mobile Number Portability

(a) We provide Mobile Number Portability (MNP) as an option to enable you to change your mobile service provider.

(b) MNP lets you keep your existing mobile phone number when you transfer the mobile service linked to that number from one mobile service provider to another. This process is known as porting. You can only port active mobile phone numbers.

(c) There are no Charges for you to port a mobile phone number to or away from Tangerine.

(d) If you wish to port an existing mobile phone number away from another mobile service provider to us:

(i) we will only give you a new Tangerine Mobile Service when we accept your application and successfully complete the port;

(ii) you must not cancel the service you have with the other mobile service provider before you port the phone number. We will inform them once your mobile number has been successfully ported and they will then cancel the service; and

(iii) we will notify you if your port request has not been successfully confirmed.

(e) If you wish to port an existing mobile phone number away from Tangerine to another service provider:

(i) we will use our reasonable efforts to port your number;

(ii) you must not cancel your Tangerine Mobile Service before you port the phone number. The mobile service provider to which you have ported the phone number will inform us once the port has been successfully completed and we will then cancel your Tangerine Mobile Service; and

(iii) we will notify you if your port request has not been successfully confirmed.

## 6 Mobile Phone Numbers.

(a) If you do not already have a mobile phone number that you wish to port to us for use with a Tangerine Mobile Service, we will issue you with a phone number.

(b) As part of the activation process, you can choose a mobile phone number from a select list of randomly drawn numbers that are available for use with a Tangerine Mobile Service.

(c) Once you have chosen a particular mobile phone number, you must immediately activate it with a Tangerine Mobile Service or else we will return the number to our database of available numbers.

(d) You can contact us to request that we change the mobile phone number associated with you Tangerine Mobile Service, including because of nuisance calls.

(e) Your right to use the mobile number ends on the date your Tangerine Mobile Service is cancelled or terminated, unless you port the number to another mobile service provider in accordance with clause 5.

## 7 Lost or stolen mobile phone or SIM card

(a) If the mobile phone and/or SIM card that you use with your Tangerine Mobile Service is lost or stolen, you may contact us to ask that we either:

(i) temporarily suspend your Tangerine Mobile Service in accordance with clause 10; or

(ii) request our Wholesale Supplier to block the use of your mobile phone in accordance with clause 8.

(b) You are responsible for all Charges incurred using your lost or stolen mobile phone and/or Tangerine SIM card up until the time you notify us that your it has been lost or stolen.

(c) We or our Wholesale Supplier may also block your mobile phone if we believe that it has or may have been stolen.

## 8 Mobile phone blocking

(a) In order to block your mobile phone, we will request our Wholesale Supplier to do this by invalidating the International Mobile Equipment Identity (IMEI) number of the mobile phone in the Equipment Identity Register of the Wholesale Supplier's Network.

(b) If your mobile is blocked, it will not work. This means that you will not be able to use the mobile phone on our Wholesale Supplier's Network except for making calls to emergency services and certain customer service numbers.

(c) We or our Wholesale Supplier can block the use of a mobile phone or suspend your Tangerine Mobile Service without your consent if we or our Wholesale Supplier:
  (i) reasonably believe that a mobile phone has been lost or stolen;
  (ii) have received a list of blocked IMEI numbers from another mobile service provider, in accordance with the intercarrier IMEI blocking initiative introduced by the Australian Mobile Telecommunications Association; or
  (iii) reasonably consider that a mobile phone provides a threat to the integrity of the Network or the ability for others to use it.

(d) You can ask us to unblock your mobile phone:
  (i) if you believe that we or our Wholesale Supplier may have blocked it by mistake; or
  (ii) where you recover a lost or stolen mobile phone.

(e) If your mobile phone is blocked or unblocked by our Wholesale Supplier for any reason, our Wholesale Supplier will inform other national carriers to also put this block or unblock into effect on their own networks.

(f) The monthly minimum Charge for your Plan will continue to apply while IMEI blocking is activated on your mobile phone for any reason.

## 9 Detection and blocking of scam SMS

(a) Our Wholesale Supplier may deploy cyber safety capability to detect and block SMS messages identified as scams as they travel across the Network. Solely for this purpose, our Wholesale Supplier's cyber safety capability may:
  (i) inspect the content and metadata of SMS messages which are intended to be received by you, including text, time, sender, number of messages sent, and recipient (SMS Content);
  (ii) use the SMS content to detect if an SMS message is a scam; and
  (iii) where an SMS message is identified as a scam, may block that message before it reaches your mobile phone (and any blocked messages will not be retrievable).

(b) The cyber safety capability provided by our Wholesale Supplier may enable you to:
  (i) give instructions about enabling or disabling blocking of SMS messages identified as a scam (provided that our Wholesale Supplier may determine the default setting to apply (for example, blocking enabled) until you provide alternative instructions); and
  (ii) forward SMS messages you suspect as being a scam to a defined SMS short code number.

(c) Our Wholesale Supplier may contact and deal with you directly for these purposes.

(d) To the extent permitted by law:
  (i) where an SMS message that is a scam is not blocked, neither we nor our Wholesale Supplier has any liability to you in connection with any failure to block that SMS message;
  (ii) where an SMS message is identified as a scam and is blocked, neither we nor our Wholesale Supplier has any liability to you in connection with the blocking (and irretrievability) of that SMS message, including where the cyber safety capability has blocked a legitimate message that has been incorrectly identified as a scam; and
  (iii) where there is a failure or delay in receiving or implementing your instructions about enabling or disabling blocking of SMS messages identified as scams, neither we nor our Wholesale Supplier has any liability to you in connection with that failure or delay.

## 10 Temporary suspension of your Tangerine Mobile Service at your request

(a) You can ask us to temporarily suspend your Tangerine Mobile Service for a consecutive period of up to three months. You will retain your right of use over your mobile phone number during the period of any temporary suspension under this clause.

(b) After the temporary suspension period, you must resume your Tangerine Mobile Service on the same Plan that you were on before the temporary suspension.

(c) You will be charged a temporary suspension Charge in accordance with clause 13.9.

## 11 Partner Requirements

(a) If arrangements between our Wholesale Supplier and us are terminated, our Wholesale Supplier may arrange to supply you directly or we may transfer the provision of your Service to a new mobile service provider on an alternative mobile network. You acknowledge that the Plan applicable to your Tangerine Mobile Service may be altered to the nearest applicable rate plan of our Wholesale Supplier in the event that our rights and obligations under your Contract are assigned or novated to our Wholesale Supplier so that our Wholesale Supplier provides the Service directly to you or your Service is transferred to a new Wholesale Supplier on an alternative mobile network.

(b) We will have the right to assign or novate all or part of our rights and obligations under your Contract to our Wholesale Supplier without your consent as long as it does not cause you detriment. For the purposes of novation, you agree to novate your Contract to our Wholesale Supplier on receipt of a notice from either us or our Wholesale Supplier, such novation to be on terms no less favourable than the terms of your Contract in existence immediately prior to the novation.

(c) Our Wholesale Supplier is not liable to you (in contract, tort (including negligence) or otherwise) in relation to any Tangerine Mobile Service resupplied to you by us, or any delay or any failure to provide your Tangerine Mobile Service.

## 12 Your personal information

(a) You consent to us disclosing your personal information to our Wholesale Supplier (or its Related Bodies Corporate), including information relating to your affairs or personal particulars (including any listed or unlisted telephone number, address and account history) or carriage services supplied to you.

(b) You consent to allow our Wholesale Supplier (or its Related Bodies Corporate) to use that personal information in order to facilitate the supply of carriage services to you and for its internal business purposes (including analysis for general marketing purposes). Our Wholesale Supplier will not use any of your personal information that it receives from us in order to engage in any direct marketing to you.

(c) If we need to notify you of any matters relating to your services or accounts (including your account status or usage notifications), we or our Wholesale Supplier may send an SMS or email to your mobile phone number or email address associated with your account.

(d) Our Wholesale Supplier may contact and deal directly with you directly in an emergency, to protect the safety of persons, equipment or networks, or to connect or repair Services that are supplied for emergency management and disaster planning purposes.

## 13 Mobile pricing terms

### 13.1 *Charges you must pay to us each Billing Period*

Each Billing Period you must pay us:

(a) the minimum monthly Charge for your Plan;
(b) the Charges applicable to all usage during the prior Billing Period outside of included Plan allowances, including any Pay As You Go Charges;
(c) the Charges payable for any Add-on Plan added to your underlying Plan at any time during the applicable Billing Period; and
(d) any other Charges incurred by you during the applicable Billing Period that are specified in your Contract.

13.2 *Standard and non-standard calls and messages*

(a) The minimum monthly Charge for your Plan includes all Standard Calls and SMS.
(b) The minimum monthly Charge for your Plan includes a fixed allocation of standard MMS sent within Australia. If you exceed the fixed allocation of standard MMS available on your Plan during any Billing Period, you will not be able to use this feature until the start of the next Billing Period.
(c) The following Pay As You Go Charges apply to your use of Non-Standard Calls and Messages:

| Non-Standard Call or Message Type | Pay As You Go Charge (inc. GST) |
|---|---|
| Directory assistance | $1.40 per call |
| Call to a Telstra mobile satellite service | $1.00 connection fee plus $3.00 per minute (or part thereof) |
| Call to an Optus MobileSat service | $1.00 connection fee plus $5.00 per minute (or part thereof) |
| International SMS from Australia | $0.35 per SMS (except where included in your Plan)<br><br>No Charge where and to the extent your Plan includes international SMS from Australia to eligible countries. |
| SMS to a satellite service | $0.60 per SMS |
| MMS to a satellite service | You cannot send MMS to satellite services using a Tangerine Mobile Service. |
| International calls from Australia | No Charge where and to the extent your Plan includes international calls from Australia to eligible countries.<br><br>Otherwise, you cannot make calls to international numbers from Australia using your Tangerine Mobile Service unless you purchase an International Calling Add-on Plan. |
| International MMS from Australia | You cannot send MMS from within Australia |

| | |
|---|---|
| | to international numbers using a Tangerine Mobile Service. |
| Calls and messages to 19/1900 and premium service numbers | You cannot make calls or send messages to premium service numbers using a Tangerine Mobile Service. |
| International roaming | You can only make calls and send messages while travelling outside of Australia by purchasing an International Roaming Travel Pack. |

(d) A monthly value cap may be applied to your use of Non-Standard Calls and Messages. If you exceed this cap, you may be unable to use your Tangerine Mobile Service for the purposes of Non-standard Calls and Messages until the start of your next Billing Period.

13.3 *International calls and messages from Australia*

(a) Your Plan may include calls and SMS from Australia to standard numbers in certain eligible international countries.

(b) You can also purchase a recurring International Calling Add-on Plan, which provides you with a fixed volume of calling minutes to a list of eligible countries for use during the validity period of the Add-on Plan. An International Calling Add-on Plan will be applied to your Tangerine Mobile Service on a monthly recurring basis until you cancel it. If you cancel, this will take effect at the end of the current Billing Period.

(c) You can also send SMS to eligible international countries not included in your Plan by incurring Pay As You Go Charges in accordance with clause 13.2(c).

(d) Otherwise, you cannot make calls or send MMS to international numbers from Australia using your Tangerine Mobile Service.

13.4 *International Roaming*

(a) International roaming allows you to use your Tangerine Mobile Service in eligible countries overseas. You cannot use international roaming unless you have an active International Roaming Travel Pack.

(b) An International Roaming Travel Pack is a type of once-off Add-on Plan which provides you with a fixed allocation of standard voice calls, SMS and data for use in eligible countries set out in your Plan for the specified duration of the Travel Pack. You can start using your Travel Pack immediately after you purchase it, but the validity period for your Travel Pack will commence at 12am on the following day.

(c) Travel Packs are currently available for use in the following countries: Austria, Belgium, Brazil, Bulgaria, Cambodia, Canada, China, Croatia, Czech Republic, Denmark, Estonia, Fiji, Finland, France, Germany, Greece, Guernsey (UK), Hong Kong, Hungary, India, Indonesia, Ireland, Isle of Man (UK), Israel, Italy, Japan, Latvia, Lithuania, Luxembourg, Macedonia, Malaysia, Mexico, Netherlands, New Zealand, Nigeria, Norway, Papua New Guinea, Philippines, Poland, Portugal, Qatar, Republic of Korea, Romania, Russia, Samoa, Singapore, Slovak Republic, South Africa, Spain, Sri Lanka, Sweden, Switzerland, Taiwan, Thailand, Tonga, Turkey, UK, USA, Vanuatu, Vietnam.

(d) You can access our website while you are outside of Australia without incurring data charges so that you can purchase and activate Travel Packs.

(e) Any unused Travel Pack inclusions are forfeited on expiry of the Travel Pack.

(f) You will not be able to use international roaming if your Travel Pack expires and is not

renewed or you use all of your Travel Pack inclusions.

(g) We or our Wholesale Supplier will send you SMS notifications when you are overseas to provide you with usage notifications and other information relevant to the use of your Travel Pack.

13.5 *Monthly data allowance and databank*

(a) Your Plan includes a monthly data allowance for use within Australia. Unless data-bank (also known as 'data roll-over') is available with your Plan, any unused monthly data allowance expires at the end of each Billing Period.

(b) If databank is available with your Plan, any data allowance on your Plan (excluding any extra data you may have purchased under a data Add-on Plan) which is unused at the end of a Billing Period will automatically be rolled over to the next Billing Period for future use, up to a maximum databank cap. If databank is available, your Plan will say so and will state any databank cap.

(c) Your monthly data allowance can only be used in Australia and cannot be used to send SMS or MMS to international numbers.

(d) To help you manage your use, you will receive notifications of your data usage at approximately 50%, 85% and 100% of your data allowance under your Plan or any data Add-on Plan that you purchase.

(e) If you use all of your monthly data allowance during a Billing Period, you will not be able to use data on your Tangerine Mobile Service until the beginning of the next Billing Period unless you purchase a data Add-on Plan.

(f) Data stored in your databank does not expire but will be forfeited if you downgrade your Plan or your Tangerine Mobile Service is cancelled or terminated for any reason.

(g) If you reach the maximum databank cap available on your Plan, any data allowance on your Plan which is unused at the end of a Billing Period will expire.

13.6 *Data gifting*

(a) If data gifting is available with your Plan, this feature allows you to transfer a defined amount of standard data (up to a maximum cap specified in your Plan) from the available monthly allowance on your Plan to another authorised user with a Tangerine Mobile Service.

(b) If data gifting is available under your Plan:

(i) you must have a minimum standard data balance of at least 128MB remaining on your Plan for the current Billing Period after the completion of the data gifting in order to proceed with a gifting transaction;

(ii) you are only permitted to gift data to authorised users with a Tangerine Mobile Service;

(iii) gifting transactions are subject to a minimum gifting volume of 1GB per transaction;

(iv) you can only gift a total amount of data across all authorised users during a Billing Period up to the maximum monthly data gifting cap specified in your Plan;

(v) you cannot regift any data that has been gifted to you;

(vi) you cannot gift any bonus or special campaign data that has been provided or made available to you outside of the standard data inclusion available with your Plan;

(vii) any gifted data that is not used by the end of the Billing Period in which it is gifted will be transferred to the authorised recipient's databank (if available with the recipient's Plan and subject to the recipient's applicable databank cap), or else will expire at the end of the relevant Billing Period; and

(viii) you are prohibited from selling data to any other users to whom you transfer data via the data gifting feature, including via any third party secondary market platforms such as eBay.

13.7 *Excess Usage*

(a) Your Plan may include a limit on the included value or volume of particular Plan features (e.g. data or MMS). If you consume all the included value and/or volume of a particular Plan feature, your Plan will specify that either:

(i) the relevant feature is not available until the start of your next Billing Period; or

(ii) continued usage of the relevant feature is only available for the remaining portion of the current Billing Period if you purchase of an Add-on Plan.

(b) You can only purchase an Add-on Plan if you already have an existing compatible Plan. The number of Add-on Plans you can purchase in a single Billing Period may be limited under the terms of your Plan.

(c) An Add-on Plan can be purchased on either a once-off or recurring basis. You can choose to have an Add-on Plan automatically renew (up to a maximum number of monthly renewals specified in your Plan) when the included volume or value of your Add-on Plan is used. Once you activate a recurring Add-on Plan, this will remain in effect until you switch it off.

(d) Any unused included volume or value of an Add-on Plan is forfeited either:

(i) at the end of the Billing Period in which it is purchased and does not carry over to the next Billing Period; or

(ii) at the end of any other validity period that is specified as applying to that Add-on Plan at the time of purchase (regardless of the Billing Period of your underlying Plan that it is attached to).

13.8 *Plan changes*

(a) If you wish to upgrade to a higher Plan at any time, you can either:

(i) commence your upgraded Plan immediately, in which case you will be required to pay the full monthly Charges for your upgraded Plan in advance. You will not receive any pro rata refund or discount for any portion of the monthly Charges paid or payable for the then-current Billing Period under your existing Plan. You will not receive any credit or transfer of unused data from your old Plan to your upgraded Plan, but the full included value of your upgraded Plan will be available for the remaining portion of your Billing Period; or

(ii) commence your upgraded Plan at the end of your current Billing Period, in which case you will be required to pay the full monthly Charges for your upgraded Plan in advance at the start of your next Billing Period.

(b) You can only downgrade to a lower Plan by terminating your existing Tangerine Mobile Service in accordance with clause 97 of the General Terms.

13.9 *Temporary Suspension Charge*

If you ask us to temporarily suspend your Tangerine Mobile Service in accordance with clause 10, you must pay a temporary suspension Charge of $10.00 for each whole or partial Billing Period when the suspension is applied.

13.10 *SIM Charges*

(a) If you request a replacement SIM, you may be required to pay a SIM replacement Charge of $10.00 to cover the cost of postage and handling.

(b) If you request a SIM to be posted to you and you do not Activate a Tangerine Mobile Service using that SIM within three (3) months of the date of postage, you may be

required to pay a SIM provisioning Charge of $10.00.

13.11 *Definitions*

For the purposes of this Schedule:

***Add-on Plan*** means a fixed volume package of additional data, calls or other features outside your base Plan inclusions that can be purchased on either a once-off or recurring basis for use in combination with your existing Plan.

***Non-Standard Calls and Messages*** means the call and message types listed in the table in clause 13.2(c), together with all international calls and messages from within Australia (unless your Plan includes an international call and/or SMS allowance), international roaming and any other call or message types determined by us not to be Standard Calls and SMS from time to time.

**Pay As You Go Charges** means Charges for service usage not included in your Plan entitlements, or in an Add-on Plan you have purchased. It may include:

(a) Charges for MMS in excess of included Plan entitlements; and

(b) Charges for Non-standard Calls and Messages.

***Standard Calls and SMS*** means all calls to standard Australian fixed and mobile numbers, including calls to 13, 1300 and 1800 numbers, call forwarding within Australia to standard fixed and mobile numbers, voicemail calls, standard text messages sent from within Australia to another Australian mobile number, and any other calls or messages determined as eligible by us from time to time.