

# Tangerine Telecom Customer Terms

## Part H – Mobile Broadband Data Service Schedule

- 1 What is a Mobile Broadband Data Service?**
  - (a) A “Mobile Broadband Data Service” is a SIM only service provided over a mobile network that gives you the ability to access the Internet and related data services via a wireless connection using:
    - (i) a BYO tablet or mobile broadband device; or
    - (ii) a mobile broadband device that you purchase from us for use in conjunction with your Mobile Broadband Data Service.
  - (b) Our Mobile Broadband Data Services:
    - (i) come with a monthly included data allowance (as specified in the Critical Information Summary for your Plan) for use within Australia;
    - (ii) are provided on a SIM only basis and require you to use a compatible tablet or mobile broadband with your Plan; and
    - (iii) include any other features and inclusions set out in the Critical Information Summary for the Plan you select, and are for your own personal use.
  - (c) Our Mobile Broadband Data Services do not include:
    - (i) a mobile broadband device or hardware;
    - (ii) the ability to make voice calls or to send SMS or MMS. However, depending on your device, you may be able to receive calls and SMS using your Mobile Broadband Data Service;
    - (iii) international roaming capability when travelling outside of Australia; or
    - (iv) databank, data pooling or data gifting.
  - (d) Our Mobile Broadband Data Services are provided on a SIM only basis and must be used in connection with a compatible tablet or mobile broadband device. You are responsible for installation and set-up of the device that you use with your Mobile Broadband Data Service.
  - (e) Check your device manual or manufacturer’s website to confirm that your tablet or mobile broadband device is compatible with your selected Plan before proceeding with your purchase.
- 2 Network for supply of your Mobile Broadband Data Service**
  - (a) 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.
  - (b) Our Mobile Broadband Data 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.
  - (c) Our Mobile Broadband Data Services are offered in the form of 5G Data Plans. Your compatible device will use the Telstra 5G mobile network to provide your Mobile Broadband Data Service where available, and subject to any applicable speed cap specified in the Critical Information Summary for your Plan. If the 5G network is unavailable for any reason, your compatible device will handover to the 4G or 3G network (depending on availability).
  - (d) We do not provide any representations that drop-outs will not occur, that your connection will be interrupted or error free, or that there will be no delays in or discon-

nections when switching between networks.

### **3 Use of your Mobile Broadband Data 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) use a Mobile Broadband Data Service other than for your own personal use;
  - (ii) wholesale, resell or resupply all or any part of a Mobile Broadband Data 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 Mobile Broadband Data Service;
  - (iv) use a Mobile Broadband Data 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 Mobile Broadband Data Service by giving you notice.

### **4 Tangerine Fair Use Policy**

- (a) Our Fair Use Policy applies to your use of your Mobile Broadband Data Service.
- (b) If we reasonably determine that your use of your Mobile Broadband Data 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.

### **5 SIM cards and replacing SIM cards**

- (a) To enable a Mobile Broadband Data Service you need a SIM, which may either be a physical SIM or an eSIM. Subject to clause 10.6(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 10. You have the choice of either a physical SIM or an eSIM (subject to your confirmation that you have an eSIM compatible device).
- (c) If you need a replacement physical SIM card, we may charge you a replacement Charge as set out in clause 10.
- (d) If you request an eSIM:
  - (i) you will need access to the internet in order to download your eSIM onto your device;
  - (ii) you must also have an eSIM compatible tablet or mobile broadband device in order to use an eSIM;

- (iii) before downloading and installing an eSIM, you must first submit your Tangerine Mobile Service for activation by logging into the Tangerine customer portal. Your Tangerine Mobile Broadband Service will be activated and Charges for your Tangerine Mobile Broadband Service will commence on the date this activation process is completed;
- (iv) once the activation process is completed, you will be able to download and install your eSIM. You must download and install your eSIM to your device to use your Tangerine Mobile Broadband Service; and
- (v) if you are unable to download or activate an eSIM for any reason, we will supply you with an initial physical SIM without Charge. However, Charges for your Plan will commence from the date your Tangerine Mobile Broadband Service is activated via the Tangerine customer portal.

(e)

## **6 Lost or stolen device or SIM card**

- (a) If the device and/or SIM card that you use with your Mobile Broadband Data Service is lost or stolen, you may contact us to ask that we temporarily suspend your Mobile Broadband Data Service in accordance with clause 7.
- (b) You are responsible for all Charges incurred using your lost or stolen device 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 device if we believe that it has or may have been stolen.

## **7 Temporary suspension of your Mobile Broadband Data Service at your request**

- (a) You can ask us to temporarily suspend your Mobile Broadband Data Service for a consecutive period of up to three months.
- (b) After the temporary suspension period, you must resume your Mobile Broadband Data 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 10.5.

## **8 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 service provider on an alternative mobile network. You acknowledge that the Plan applicable to your Mobile Broadband Data 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 Mobile Broadband Data Service resupplied to you by us, or any delay or any failure to provide your Mobile Broadband Data Service.

## **9 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.

## **10 Mobile Broadband Data Service pricing terms**

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

Each Billing Period you must pay us:

- (a) the minimum monthly Charge for your Plan; and
- (b) any other Charges incurred by you during the applicable Billing Period that are specified in your Contract.

### **10.2 Monthly data allowance and usage**

- (a) Your Plan includes a monthly data allowance for use within Australia. Any unused monthly data allowance expires at the end of each Billing Period.
- (b) You cannot bank or gift your unused data to or pool your data with other users.
- (c) Your monthly data allowance can only be used in Australia.
- (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.
- (e) If you use all of your monthly data allowance during a Billing Period, you will not be able to use data on your Mobile Broadband Data Service until the beginning of the next Billing Period.

### **10.3 Excess Usage**

Your Plan may include a limit on the included value or volume of data). If you consume all the included value and/or volume of data, you will not be able to use it again until the start of your next Billing Period.

### **10.4 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 Mobile Broadband Data Service in accordance with clause 97 of the General Terms.

#### **10.5 Temporary Suspension Charge**

If you ask us to temporarily suspend your Mobile Broadband Data Service in accordance with clause 7, you must pay a temporary suspension Charge of \$10.00 for each whole or partial Billing Period when the suspension is applied.

#### **10.6 SIM Charges**

- (a) If you request a replacement physical 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 physical SIM to be posted to you and you do not Activate a Mobile Broadband Data Service using that SIM within two (2) months of the date of postage, you may be required to pay a SIM provisioning Charge of \$10.00.