



TERMS AND CONDITIONS OF SERVICE

Please read these Terms and Conditions carefully, as they explain how your Telikom Prepaid Service works and our standard obligations and commitments for the services we provide and your obligation and commitment relating to these. These terms and conditions form part of your contract between "you" as a customer and us "Telikom PNG Ltd" as the provider of these services. By registering and subscribing to Telikom PNG prepaid services, you acknowledge that you have read and understood these terms and conditions and agreed to abide by them.

Terms and Conditions

1. Agreement

These terms and conditions apply to all customers who subscribed to Telikom Prepaid Services. These terms and conditions will govern the relationship between Telikom PNG Ltd (hereinafter referred to as "we", "us", "our" and "the company") and the user (hereinafter referred to as "you", "your", "the customer" or "subscriber") of the prepaid telecommunication service (hereafter referred to as "Services(s)", "Telikom Prepaid Services") shall be legally binding once you have registered and have made your first attempt to use the prepaid service.

We reserve the rights to amend or change any of our prepaid product features and services, rates and charges or any of Terms and Conditions of this agreement subject to prior notification to our customers. If the service or product is used after those changes are amended, it will be deemed to be in acceptance of Terms and Conditions of this Agreement.


2. Refund Policy.

If you have a problem with any of the product or services offered, please contact our Customer Care Centre. No refund will be given for your Prepaid Card purchased from dealers or through purchases deemed fraudulent. All issues relating to refunds will need to be registered with our Customer Care Centre and will be verified by Billing Systems Administration department before any decision to refund will be made. For handset and device items, returns will only be accepted if it's due to Telikom PNG or its representative negligence or if warranty permits.

3. Rebate Policy.

If you have taken advantage of Telikom PNG's one time offers for its handsets, telecommunication devices and promotional services and in agreeing to these by actually using these products and services you assume liabilities that may come with the product or service. By doing this you have now indemnified Telikom PNG from any third party claims.

Rebates on Prepaid credits and voice and data bundles will be considered for the following condition only;

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- i) In the event there is a Network downtime or service outage that spans over the validity period of the prepaid credits and data bundles rendering the user unable to have access to the prepaid account to utilise the credits in the main and supplementary wallets. Only the balance remaining at the time of the network downtime or service outage will be reimbursed.

Incorrect transfer to a wrong prepaid account subscriber number or incorrectly recharging prepaid credits to a wrong prepaid subscriber number or a wrong bundle purchase is deemed as the user's fault and liability and will not be considered for rebate.

All enquiries for rebates must be channelled through the Service Assurance Contact Centre on 3456789 or via email to customercare@telikompng.com.pg.

4. Identification.

Identity of our customers are very important and we reserve the right to verify the identity of all intending or existing customers and anyone who is authorised by these customers to act on their behalf.

5. Information Disclosure.

Telikom PNG has the right to refuse any request for information for subscriber accounts if it's unable to verify the authenticity of the request. We will not release subscriber information to any other individually or request from others unless if the following is true;

- Within the company's discretion and whether such disclosure of information is desirable or absolutely necessary.
- There is a legal requirement from the judiciary for information to be release.
- When information disclosure is necessary to protect the company's interest.

6. Pre-Paid Services Offered.

Telikom PNG prepaid services are either through fixed or wireless network services. Wireless network services include Fixed Wireless Broadband, GPON, Wimax, Wi-Fi, Satellite services through VSAT installations while fixed network services include voice and data services over copper or fibre network. Both quality and availability of our services depends on natural and man-made factors.

Factors such as radio interferences, atmospheric conditions, and technical and system failures in the network, theft and destruction of telecommunication infrastructures can severely affect the quality and availability of our services.

7. Rates and Charges.

Rates and charges for our services and products which are amended from time to time form part of this Agreement. These charges may include apart from the cost of providing the service, include other fees which are imposed by authorities or third parties. Telikom PNG has the right to alter tariff and is obligated to inform its customers of such changes either in writing, through the national media (television/newspapers) or through its website/social media/sms broadcasts.

8. Fixed Wireless Subscriptions & Telephone Numbers.

Telikom PNG has propriety rights for mobile and fixed telephony numbers that are used on its network as afforded to it by the National Information and Communication Technology Authority (NICTA). Telikom PNG has the right to alter or replace these numbers allocated to its customers depending on conditions that warrant such alterations.

9. Telephone Directory.

Telikom PNG allows for publishing of telephone subscription numbers in the Yellow Pages and on receiving handsets/devices unless stated otherwise. Should you wish for the company not to publish your subscription number in the directory, you can let the company know. This may attract a monthly fee at the company's discretion.

10. Using of Your Prepaid Account.

Accessing services on your device either it be fixed wireless broadband or fixed devices will incur charges whether it be voice, sms, internet access, downloads, uploads, internet voice calls (VOIP) and chats. You can query your call cost through the online self-care portal. If you are using IVR, dial 1255 and follow the voice prompt to get your related account information.

Usage of our services depends on the availability of sufficient funds in your balance which we deemed necessary to enable a successful service connection. Balance depletion will result in disconnection of service.


11. Recharging Your Prepaid Account.

Recharging of your prepaid account can be done through our Rait prepaid cards, our electronic voucher centre (EVC) dealers who sell virtual top up denominations, and through our existing arrangements with our major commercial bank ATM systems. Also you can use our online self-care portal to recharge through your Debit or Credit Card. Each of the denominations have validity period and this will be used to extend the validity period of your prepaid account. Validity period of the highest denomination takes precedence and will be the new expiry date of your account.

12. Prepaid Life Cycle Policy.

Based on individual customers/subscribers situations and circumstances, your prepaid account will go through the Prepaid Lifecycle that consists of four (4) different states.

- 1- ACTIVE - This is the state when you access our services for the first time either through making a first call or through activation by our customer service agents. The period in which you are active will depend on the value of the recharge you have made to your account. Each denomination purchased and added to your account has pre-defined number of days tied to it. Active state is for a period of 90 days.
- 2- BARRED - If your account does not do any recharge or calling activity for 30 days you will be moved to this state. You can only receive calls but you will not be able to make outgoing calls. However you will have access to call Customer Care or emergency as well to recharge through IVR or USSD. If you recharge during this period, you are moved to Active state and new validity period given.

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- 3- SUSPEND - If you are in the BARRED state and have not recharged within 60 days, then your account enters this state. You will be unable to make or receive calls, send or receive sms. You will be active when you do a recharge and have your validity period renewed.
- 4- POOL - After 30 days of being in SUSPEND state and you do not a recharge, your account will now be moved to this state. In this state your account has expired, you will be unable to recharge, make or receive calls and sms as your subscription number will be removed from the company's mobile switch. Your balance status that was carried over from the SUSPEND state will now be deleted and your subscription number (mobile/fixed line) will now be available for re-use. Telikom PNG reserves the right to re-use the freed mobile/fixed line number for any new subscribers on its network.

12. Re-Activation of Prepaid Service.

Your service can be re-activated if the status of your prepaid subscription account is in barred, or suspend status as described in the Prepaid Life Cycle. However, if the status of your prepaid subscription is de-active status and if you are intending to use our prepaid service again after your subscription has been deactivated, we do not guarantee that you will be able to get your previous subscription number because we are strictly governed by the above Prepaid Lifecycle states. To regain access to our network, you will need to apply for a new service subscription in the case of fixed wireless (Wimax), prepaid telephony and broadband services.

13. Invoice.

There will be no periodic statement of accounts or records of calls or sms given to our prepaid customers. Telikom PNG is not obligated to provide this information to customers on how their account is being used, how their balance or call credit usage. Under special circumstance as required by lawful directives we will be able to provide these details. Telikom will provide a Web Self-Care for you to monitor your usages and balances. The maintenance of this link is Telikom's prerogative.

14. fixSIM Cards.

All fixSIM cards that are issued when you purchase our prepaid fixed wireless broadband package are under the ownership of Telikom PNG when they are in active use. Telikom PNG at any one time can request for the return of the fixSIM card for maintenance or replacement purposes. These cards must not be interfered with by either you or any third parties. Cost of replacing a defective sim card if not of our doing will be borne by the customer. Any fixSIM card that has been found to be of poor quality and not able to provide the service due to poor design and manufacturing will be replaced free of charge if returned within the given period in the warranty or as advised.

14.1. fixSIM Registration

As a Mobile Telecommunication License operator, Telikom PNG in compliance to the industry regulator is responsible to have all SIM Cards registered under the user. Telikom PNG reserves the right not to issue or activate and will deactivate a SIM card should the customer be deemed to be not complying with the SIM Regulation Act.

14.2. Lost fixSIM Card

Lost or stolen SIM cards must be reported by the registered user of the SIM card to the operator within 48hours. Telikom will only rebate the credit & data balance in the mobile account main wallet and bundle wallet respectively at the time the account was put on hold.



15. Handsets/Terminals/ADSL Modems

All handsets, terminals and modems that are sold by Telikom PNG or through our authorised dealers are locked to our network and customers are advised not to remove or unlock them unless authorised to by Telikom PNG LTD.

16. Customer Obligations

Handsets, terminals and other telephony device supplied by Telikom PNG when you purchased it through its sales outlets or dealers are your property and it is your responsibility to keep them safe and use it for its intended purpose.

By using Telikom PNG prepaid Services, you have now agreed to the following:

- To use our service/products and to comply with laws and regulations governing it.
- To use the service on the terms specified in this agreement.
- Comply with the rules governing Telikom PNG's network and its services.
- To fully understand and follow equipment guidelines and instructions that are specified in the user manuals of each of the devices.
- In the case of theft or damage of your SIM card, telephone handset, modem etc., you are to immediately contact Telikom PNG and register your issue. Telikom PNG has the right not to issue you with any replacement if measures described in this document are not adhered to. Also Telikom PNG LTD reserves the right to charge customers for the replacement of the handset, SIM card or modem where applicable.
- Comply with requests by Telikom PNG when doing fraud investigations or other legal proceedings as directed by authorities.
- If Telikom PNG wishes to exercise legal action if and when it finds you in breach of these Terms and Conditions of this agreement, you will be required to reimburse the company for all the legal costs associated with this action.

17. Suspension & Termination of Prepaid Service

Telikom PNG may terminate or suspend this Agreement without any need for prior written or verbal communication if it discovers the following:

- You have breached the restrictions/regulations stipulated in the Network and Service offered.
- You have not complied with any of the Terms and Conditions of this Agreement.
- Through regular or intermittent checks done on the network and the service provided by Telikom PNG, we find that modifications and maintenance is necessary.
- If service was obtained through fraudulent means.
- If service that is offered to you may cause the whole network to be disrupted.
- If Telikom PNG is not able to provide the service to you.

If we find out that due to the 6 points above, your service has been terminated, Telikom PNG is no way obligated to provide the service to you again and we will reserve the right to impose a charge on the reconnections made.

18. Exclusion of Telikom PNG LTD of Liability

We will not be liable for any direct or indirect loss suffered by you or another other person claiming to represent you due to any of the following below:

- Suspension or Non-Availability of Service.
- Suspension or Termination of this agreement.
- Any interruption of or the failure of the equipment when in the process of connecting a call.
- Any interruption of or failure of connecting any call due to failure of the third party.
- Any interception of call or data transmitted by you to your recipient by another third party.
- Any loss of information or sensitive data or call due to alterations made on the device by you or a third party acting on your behalf.
- Also Telikom PNG is not liable to any claims by customers due to non-availability of it services in the event the following events occur;
 - Acts of GOD, Acts of War, Terrorism, Natural Disasters, Civil disturbances, industrial actions, government action due to policy changes, power failures external to Telikom PNG's control, network sabotage, deliberate omissions and acts by other telecommunication operator in this area of service or failure by another third party.

19. Hold Harmless

You will hold harmless and indemnify Telikom PNG against any of the following:

- Any or all injuries or damages done to Telikom PNG's service and network as a result of your negligence or failure to abide and follow as per your obligations under contained in this agreement.
- Any or all claims out of your act or omission in conjunction with the service provided by Telikom PNG.

20. Unenforceability

If within this agreement, there are some parts found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement will not be in any way be affected.

21. Customer Notices and Information.

We will endeavour to keep you informed of any changes done to our network, rates, service and also to this Agreement. If you do not wish to receive any of these notices, please indicate to Telikom PNG either through writing or contacting our Customer Care Centre.

22. Trademark & Corporate Logo.

Telikom PNG has the sole rights to its logo and also the name "Telikom PNG Ltd" and any of the brand name associated with it. By using its services, you acknowledge this ownership and nothing contained in this Agreement will be used for other purposes.

23. Headings.

The section heading within this Agreement are solely for the purpose of aiding you to identify the different Terms and Conditions.

24. Laws Governing Telikom PNG Operations.

Telikom PNG Ltd operates under the laws of the Independent State of Papua New Guinea and any disputes will be arbitrated and settled within these laws.