

Below plans and offers are no longer available for new connections. Please visit www.telsim.com.au\_for new plans and offers.

SHORT TERM PLANS							
Minimum Charge	\$10	\$18	\$28	\$38	\$48		
Minimum Term	28 days	28 days	28 days	28 days	28 days		
Data Allowance	3 GB 2 GB Base data + 1 GB Bonus* data	6GB 4 GB Base data + 2 GB Bonus* data	60 GB 15 GB Base data + 45 GB Bonus* data	80 GB 20 GB Base data + 60 GB Bonus* data	100 GB 25 GB Base data + 75 GB Bonus <sup>a</sup> data		
Standard National Calls*	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited		
Standard National SMS	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited		
Standard National MMS	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited		

LONG TERM PLANS							
Minimum Charge	\$60	\$100	\$150	\$200	\$300		
Minimum Term	180 days	180 days	180 days	180 days	365 days		
Data Allowance	20 GB	60 GB	90 GB	150 GB	250 GB		
Standard National Calls*	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited		
Standard National SMS	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited		
Standard National MMS	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited		

<sup>\*</sup>includes 13, 1300, 1800 numbers and voicemail

<sup>\*</sup>Promotion subject to change without notice and may be withdrawn at Telsim's discretion.

INTERNATIONAL ADD ON PACKS					
Zone	Pack Value	100 minutes per zone*			
Zone A	\$2	Austria, Canada, Denmark, Finland, France, Germany, Greece, Hong Kong, Ireland (Republic), Italy, Japan, Liechtenstein, Malaysia, Monaco, Netherlands, New Zealand, Norway, San Marino, Singapore, Sweden, Switzerland, Tokelau, United Kingdom, USA, Vatican City			
Zone B	\$3	Andorra, Antarctica, Guam, Israel(& Occ Terr), Korea, South Norfolk Is, Palestinian Autonomous Areas, Papua New Guinea, Philippines, Puerto Rico, Slovak Republic, South Africa, Spain, US Virgin Islands			
Zone C	\$5	Argentina, Bahamas, Belgium, Bosnia Herzegovina, Brazil, Brunei, Chile, China, Comoros, Cook Islands, Croatia, Cuba, Cyprus, Cyprus (Turk Occ. Area), Czech Republic, Dominica, Dominican Republic, East Timor, Estonia, Faeroe Island, Fiji, French Polynesia, Greenland, Hungary, Iceland, India, Indonesia, Kiribati, Lebanon, Luxembourg, Macedonia(F Y R), Malta, Mayotte, Mexico, Nauru, Netherlands Antilles, New Caledonia, Niue Island, Poland, Portugal, Russia, Sakhalin Island, Samoa (American), Samoa (Western), Slovenia, Solomon Islands, Sri Lanka, Taiwan, Thailand, Tonga, Trinidad & Tobago, Turkey, Tuvalu, Ukraine, United Arab Emirates, Vanuatu, Venezuela, Vietnam, Yugoslavia			
Zone D	\$10	Albania, Angola, Antigua & Barbuda, Armenia, Aruba, Ascension, Azerbaijan, Bahrain, Bangladesh, Barbados, Belarus, Belize, Benin, Bermuda, Bhutan, Bolivia, Botswana, British Virgin Islands, Bulgaria, Burkina Faso, Burundi, Cambodia, Cape Verde, Cayman Islands, Central African Republic, Colombia, Congo, Costa Rica, Diego Garcia, Ecuador, Egypt, El Salvador, Falklands, French Guiana, Gabon, Gambia, Georgia, Ghana, Gibraltar, Grenada, Guadeloupe, Guantanamo Bay, Guatemala, Guinea Republic, Guyana, Haiti, Iran, Iraq, Ivory Coast, Jamaica, Jordan, Kazakhstan, Kenya, Korea North, Kuwait, Kyrgyzstan, Laos, Latvia, Lesotho, Libya, Lithuania, Macau, Madagascar, Malawi, Maldives Republic, Mali, Mariana Islands / Saipan, Marshall Islands, Martinique, Mauritania, Mauritius, Micronesia, Moldova, Montserrat, Myanmar, Namibia, Nepal, Nicaragua, Niger, Nigeria, Oman, Pakistan, Palau, Panama, Paraguay, Peru, Qatar, Reunion, Romania, Rwanda, Sao Tome & Principe, Saudi Arabia, Seychelles, Sierra Leone, St Helena, St Kitts & Nevis, St Lucia, St Pierre & Miquelon, St Vincent & Bequia, Sudan, Surinam, Swaziland, Syria, Tajikistan Tanzania, Togo, Turkmenistan, Turks & Caicos Islands, Uganda, Uruguay, Uzbekistan, Wallis & Futuna Islands, Yemen Arab Rep, Yemen PDR, Zambia, Zimbabwe			
Zone E	\$15	Afghanistan, Algeria, Anguilla, Cameroon, Chad, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Guinea-Bissau, Honduras, Liberia, Mongolia, Morocco, Mozambique, Senegal, Somalia, Tunisia, Zaire			

\*International SMS not included. International SMS usage charges \$0.25 AUD per SMS applicable.

DATA BUNDLE ADD ON PACKS						
Bundle Value	\$10	\$20	\$30			
Data Allowance	3 GB	6 GB	10 GB			

Note: You can apply Data Bundle Add on packs multiple times in a billing period and the payment method on Telsim My Account will be charged immediately each time the Data Bundle is applied.

# Service Information

A3G/4G/4G+ compatible device is required, and the mobile coverage is dependent on external factors like location and surrounding landscapes.

Telsim SIM only post-paid mobile services are for use in Australia only. By default, international roaming services are not enabled, and while you are overseas, you won't be able to make or receive calls or send messages, or to access mobile data.

## Billing and Payment

You can order a SIM online with or without a plan added. We will send the SIM to the address in Australia mentioned in the order. You can apply the Reference Number provided during your order while you activate the SIM card online to get the plan applied automatically. If you have purchased the SIM without a plan added (from online or retail outlets), you will need to select a plan and pay the first billing cycle's charges plus the cost of any international add on packs.

Following your initial payment through Card or Reference Number, you will be charged on the preferred payment method added in the Telsim My Account at the end of each billing period. If we are unable to auto renew your plan for reasons such as direct debit rejection, insufficient funds or notice by you to not auto-renew etc., then your service will be suspended at the end of the billing cycle or when your remaining valid voice/data/SMS allowances has been depleted. Telsim reserves all rights to suspend or terminate your service if Telsim is unable to charge, or if Telsim suspects that there is extraordinary usage that may incur bad debt. Telsim reserves the right to deny service to those with suspicious or unreliable payment histories.

# **Data Allowances**

You can change your Telsim Plan anytime in the Telsim My Account page and the last selected Plan will be applicable from the next billing cycle. To enjoy the unlimited national calls & SMS, MMS applicable to your selected plan, you should always maintain a minimum data balance not less than 100 MB. When your data is exhausted, we will add an additional 2 GB data to your account and \$10 is charged to your payment method updated in My Account. If the payment method is not updated, your Telsim Service will be suspended when data is exhausted. You can monitor your data usage on your My Account page or at www.telsim.com.au/balance-check. Please note that the typical usage information data can be up to 48 hours behind and the usage details should only be considered as an approximation. Any abnormally delayed or un-billed usages will still be billed as part of your current billing cycle. Any excess usage will be calculated and charged onto the renewed billing period. We may also alert you once you have reached approximately 50%, 60%, 70%, 80%, 95% of your total data allowance. You can add the non-recurring Data Bundles Plans anytime through My Account page.

# International Add on Packs

You can add or remove the international call and text add-on packs for each international zone. When you add a pack, you will be charged to your payment method straight away and unless you remove the pack, same charges will apply in the next billing cycle also. If you exhaust the allowed minutes (100 minutes) per pack, a new pack will be added automatically, and charges will be applied to your payment method immediately. If you make calls to any countries other than the one included in your add-on pack, the corresponding international pack will be automatically applied to your account and charged immediately. Unless you remove the packs from your account, all the add on packs will be automatically charged at end of each billing cycle. Telsim may not refund any money that you've already paid for the add-on for the

current month. All international SMS are charged at the rate of \$0.25 AUD per SMS (up to 160 characters) with an add on pack worth \$2.50 AUD effective from 12 January 2021. When you exhaust the allowed number of international SMS (10 SMS), a new pack will be added automatically when you send the next international SMS and charges will be applied to your payment method.

#### Cancellation

You can cancel your Telsim Service anytime by contacting Telsim Support Team or at My Account page at least minimum of 24 hours before the start of the next monthly payment cycle. If you cancel your service, no refund will be given for any fees that you have already paid to us and your service will stop working within an hour of your request being actioned. Your final account balance will be worked out within 30 days of termination and any outstanding amount will be charged to the payment method or has to be made accordingly. All your payment method information like card details will be removed from our system after 30 days of your account cancellation/suspension. Your Telsim My Account will be deleted after 60 days. Should you wish to reactivate the service, you need to select and pay for a new Telsim plan available at the time of reactivation within 60 days of cancellation/suspension.

#### **Terms and Conditions**

A refund request can be made within five (05) days from the date of purchase when the activation is no longer possible following extensive collaborative troubleshooting. And, in that case, you should surrender your number and the number will be disconnected before the refund can be processed. No refunds will be processed for port out numbers. Refer the links below for more details on fair use policy, port in and port out policy, complaints handling or full list of policies at <a href="https://www.telsim.com.au/legals">www.telsim.com.au/legals</a>

#### Help and Support

If you need any help with our plan and services, Our Level 1 Support Team can help you, write a mail to customer care at <a href="mailto:support@telsim.com.au">support@telsim.com.au</a>. If at any stage of the process, you require more clarification or support you can reach out to our escalation desk via email.

- 1. You can write to our Customer Relations Manager at customer.relations@telsim.com.au and we will respond to you within two business days from receipt of your email.
- 2. If your query is unclarified, you can escalate the matter to our nodal officer. You can contact the nodal officer at nodal.officer@telsim.com.au
- 3. In case the query is still unclarified, the same can be escalated to the legal authority at legal@telsim.com.au

Fair Use Policy: <a href="https://www.telsim.com.au/fair-usage-policy">www.telsim.com.au/fair-usage-policy</a>

Port in and Port out Policy: <a href="www.telsim.com.au/port-in-and-port-out-policy">www.telsim.com.au/port-in-and-port-out-policy</a>

# **Contact Us**

Our team is ready to answer your questions and help in any way!

Please CALL, EMAIL, CHAT or fill in ENQUIRY FORM

Customer Care: 1300 TELSIM (1300 835 746)

Support Email: support@telsim.com.au Chat/Enquiry form: www.telsim.com.au/contact-us

# **Standard Form of Agreement**

Applicable to services activated before Nov 1st, 2021.

#### Introduction

This document states the standard terms and conditions for the supply and use of the Telsim mobile telephone service. The documents that form this agreement are Application Form (made over the internet, by telephone or on a paper), Website Terms and Conditions and Price Table as mentioned in the Critical Information Summaries.

## Agreement

An agreement is made between a Customer and Telsim when a Customer registers or activates an Account, uses our services, and we will provide access to the Network as soon as we can so that provision of the services can start. The service can be cancelled at any time, and this Agreement will come to an end as soon as the terminating party's remaining obligations are met. If you acquire more than one service from Telsim, then each service will be provided under the terms and conditions of the standard form of agreement for that service.

# Changing the contract

- Telsim may change the contract by complying with telecommunications legislation and, in those circumstances set out in the agreement only. Telsim retain the right to change your plan if we seem it will be favorable to our clients.
- Telsim will give you at least 21 days' notice by mail before we make a change to the contract. Telsim can change the Agreement without telling you about a reduction in price for any part of the service, or if a new service function becomes available.

# Collecting and using Personal Details

- Telsim may gather personal details directly from you, from our own records, or from a contact detail of third parties. Telsim may not be able to supply the products or provide you with services until and unless you share your personal details for our future references. Telsim will deliver our products or services to you efficiently and to the best of our ability.
- Telsim may gather personal details directly from you, from our own records, or from a contact detail of third parties. Telsim may gather details from various sources such as your contact us via telephone, e-mail, fill in application forms and products purchased from Telsim.
  We may collect personal information from third parties such as credit reporting agencies, government agencies and sources that are publicly available.
- These Terms and conditions are governed by the laws of the State of New South Wales and you submit to the non-exclusive jurisdiction of the courts of that State. Telsim acknowledges and respects the privacy of our valued customers and is committed to handling your personal details in line with the Privacy Act 1988. Please go to telsim.com.au/legals or contact us for detailed report on our Terms and Conditions.

# Using the service

 To ensure that every customer has access to the services they require, Telsim has adopted Fair Use Policy to prevent unreasonable or excessive usage of our Services. This Fair Use Policy applies in relation to the use of any Service provided by Telsim.

- We may ask you to stop doing something which we reasonably believe is prohibited by this Agreement. If you do not comply with our request within two business days, we or our supplier may take all reasonable steps to ensure compliance, including suspending or cancelling the services without further notice to you.
- You agree not to use the SIM Card or the services and not to permit another person to use your SIM Card or the services for fraudulently or in connection with a criminal offence.
- If, post reaching the levels of usage mentioned against your tariff plan in the FUP policy, your excessive or unreasonable use continues, Telsim may suspend the service, or terminate your agreement out further notice to you.
- When you use the Telsim service, it is your responsibility to obey with any rules imposed by any third party whose content or service you access using the service or whose network your data compress.

# Termination by Telsim

Telsim may terminate a contract or suspend or limit your services if any of the following circumstances apply:

- You fail to pay Telsim the money that is due and threaten not to pay a payment (whether the payment is currently due or will become due in the future)
- You are in material breach of the Agreement or subject of an Insolvency Event.
- Telsim reasonably believes you have vacated the Site without providing Telsim with 30 days' prior written notice.
- Continuing the service becomes technically unavailable and you use the service in a way that places unreasonable demand on Telsim's Network.
- Telsim is unable to obtain access to the Site and/or its surrounds for the purposes of maintaining or repairing the service.

## **Application and Transfer Process**

Your application shall be processed within 2 working days, while connection may take 3-14 working days. Commencement of the service starts on the date your nominated communications service(s) is successfully connected with us. (Telsim reserve the right to process or reject your request).

Transferring your mobile number from existing to Telsim is simple using Mobile Number Portability (MNP) service. The porting process takes approximately four to seven business days to complete.

If you wish to transfer your services from another Supplier ('Previous Supplier') to Telsim, it is your responsibility to determine whether your contract with your Previous Supplier imposes any restrictions, costs or associated charges in transfer.

If you transfer a service that has been supplied by Telsim, you must make written application on Telsim prescribed forms (if any) and pay any Charges Telsim applies to such transfers; and any Charges that accrue before the date of completion of the transfer.

When the term of your contract expires, the service will automatically continue on a period-to-period basis unless we receive your prior instruction to discontinue the service. To discontinue before the term expires or to terminate the service after the initial term, a written notice must be made and received before the 15th of each month, then the service and charge will be ceased at the end of the month.

# Billing and Payments

Telsim will bill you regularly either in advance or in arrears and the standard Telsim Billing Period is 28 days, but Telsim reserves the right to vary this period at its discretion, and any such variation will be notified to you in writing.

Telsim holds the right to deduct any unpaid amount from your authorized credit card or charge card. Please note that the typical usage information data can be up to 48 hours behind and the usage details should only be considered as an approximation. If we are unable to charge you successfully and if applicable, your bond will be surrendered. If you do not pay your bill in its entirety by the due date, Telsim may charge you late fees.

You can update your payment method on your account page in Telsim. We accept all major credit and debits cards including AMEX. If you pay to us more than the amount you owe to us at any time, your Telsim account will be credited with the amount that you have overpaid.

If any new tax or government impost is introduced, or if the rate of any existing tax is changed, which applies directly to the price of goods or services, we will make appropriate adjustments to the fees and charges in the Critical Information Summary or Pricing Table. If you owe any amount to us for any reasons, we may apply any amount you pay to us (for any reason) to set off against the amount owed by you. For example, if you owe an amount to us for your use of the service following the reversal of a purchase, any amount you subsequently pay to purchase will be first applied to paying the money you owe.

By default, all the invoices provide a detailed summary of product and service charges, but it does not provide the details on all the calls made by the customer. An itemized bill means giving complete details of all the calls made by the customer. You may request an itemized bill by contacting our support team.

## Liabilities & Warranties

- Telsim does not warrant that the services will be free of blockages, delays, errors and/or faults.
- Except as required by law, all terms, conditions, warranties, undertakings, inducements and/or representations relating to the provision of services by Telsim to you are excluded.
- In the event your SIM Card is lost or stolen, or you believe your SIM Card is being used in a fraudulent or improper manner by another person, you must promptly contact the Customer Services Department.

Telsim will then be able to block the use of your SIM Card on the Network and other Australian GSM networks. If you fail to promptly contact the Customer Services Department, you will be liable for all Charges relating to the use of the SIM Card until you do notify us, regardless of whether the Charges were incurred by you or someone else.

• Telsim has the rights and obligation to its customer under the laws of Australia that bind us including: Telecommunication legislation, The Fair-Trading Act 1989, and other applicable laws, regulations and code. We are liable for any damage to your property, substantial interruptions to the use of your service and deal or personal injury caused by our staff due to their negligence or fraud.

# **International Roaming & Charges**

You must contact us to activate international roaming prior to travelling outside Australia. International calls and data rates are generally far higher than the rates in Australia and are generally not included in your mobile phone plan or bundle. Even short periods of international roaming can result in large phone bills, which you will be liable to pay.

# **Complaint Handling Policy**

Telsim seeks to maintain and enhance our reputation of providing you with high quality products and services. We value complaints as they assist us to improve our products, services and customer service.

Telsim is committed to being responsive to the needs and concerns of our customers or potential customers and to resolving your complaint as quickly as possible.

# Change of Details and Ownership Transfer

If you want to change the ownership of your Telsim service to a new person, a transfer processing fee of \$30 including GST will be charged on each request. Prices are expressed in Australian Dollars and are subjected to change without notice. You can update your email and address without any fees in your Telsim My Account.

# Whole agreement

These terms and conditions represent the whole agreement between you and Telsim concerning your use and access to Telsim's website and your use and access to the documents and information on it. No other term is to be included in this agreement except where it is required to be included by any legislation of the. Commonwealth or any State or Territory. All implied terms except those implied by statute and which cannot be expressly excluded are hereby expressly excluded.

# Jurisdiction

This agreement and this website are subject to the laws of New South Wales and Australia. If there is a dispute between you and Telsim that results in litigation, then you must submit to the jurisdiction of the courts of New South Wales.

## Contact Us

www.telsim.com.au/contact-us