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**Postpaid Service**

**Terms & Conditions**

**1. Agreement**

These terms and conditions, the terms and conditions of any applicable product and service options or promotions and the application form shall govern the relationship between bemobile (PNG) Limited ("**b**mobile", "we", "us" "our", "the company") and the user ("you", "your" "the Customer") for the use of the mobile telecommunications service ("the Service") provided by our mobile or other telecommunications network and systems ("the Network") and accessed by you by means of your type approved mobile handset ("the Handset") and the **b**mobile Subscriber Identity Module Card ("**b**mobile SIM Card") which is connected by **b**mobile to the Network - the Handset and the **b**mobile SIM Card are together referred hereafter as "the Equipment") - and they shall constitute a legally binding contract ("the Contract") between the parties once we have accepted your application for the provision of the Service. Connection and activation by **b**mobile are subject to satisfactory risk assessment, credit rating and/or receipt of a deposit, the level of which shall be determined at the sole discretion of **b**mobile. This Contract supersedes all prior representations, arrangements, understanding and agreements between us and you. Please note that various related products and services of **b**mobile and/or third parties, as well as our promotions and competitions, may be subject to additional terms and conditions which you are advised to read. By using the Service, you have agreed to these Terms and Conditions.

To the extent permitted by law, we reserve the right to amend or unilaterally change a part or the whole of the Service and/or these Terms and Conditions subject to notifying you of any material amendment. Such notification may be by way of advertisement in the national media and/or our website and/or SMS and/or email. If the Service is used by you after our notice of amendment, then it shall be deemed accepted. Please note that **b**mobile Partner Dealers or any third parties are not authorized to amend this Contract or to agree any provision which is inconsistent herewith. Any notice that a Customer is required to send to **b**mobile shall be sent to the registered office of **b**mobile in Papua New Guinea, details of which may be found on our website (www.bmobile.com.pg). This Contract is personal to you and shall not be assigned or otherwise transferred in whole or in part. **b**mobile may assign or otherwise transfer the Contract in whole or in part without your consent. Any waiver, concession or extra time permitted by **b**mobile is limited to the specific circumstances in which it is given and does not affect the rights of **b**mobile under this Contract in any other way.

This Contract is governed and construed in accordance with the laws of Papua New Guinea and the parties submit to the exclusive jurisdiction of the Courts of Papua New Guinea.

**2. Customer Obligations**

The Customer is responsible for the acts and omissions of all persons using the Equipment, whether or not authorized by you. Without prejudice to the generality of the former obligation or to any provision of this Contract, the user agrees to:

(a) provide valid proof of identity that we deem acceptable;

(b) not to use or permit the use of the Service or the Equipment for any improper, indecent, obscene, unlawful, unauthorized, defamatory or fraudulent purpose or to cause any injury, offence or annoyance to any person or to send unsolicited commercial messages to any person;

(c) not to use or permit the use of the Service or the Equipment so as to cause the operation of the Network or the quality of the Service to be jeopardized, impaired or interrupted or to interfere with the integrity or security of any telecommunications or IT network or system;

(d) only use our recommended Equipment with the Network, to comply with all laws, regulations and user guides governing its use and to remain solely responsible for the manner in which the Equipment is used, including for all charges and costs related to and/or incurred by your **b**mobile SIM Card, including all costs associated with its unauthorized use, including by persons from whom you have withdrawn your authorization for use of your Handset and/or **b**mobile SIM Card;

(e) comply with all reasonable instructions or requests of **b**mobile or an authorized authority, in particular with respect to the manner of using the Equipment and/or Service, the investigation of offences and/or the migration to newer technologies;

(f) notify us in writing 5 days prior to billing if any of your customer data, contact information or financial information has changed;

(g) immediately report and confirm in writing, if your Handset and/or **b**mobile SIM Card has been lost, stolen, damaged or used without authorization;

(h) reimburse us for all costs and expenses, including reasonable legal fees, incurred as a result of us deeming it necessary to enforce our rights hereunder by way of legal or other action;

(i) not to incite, encourage or induce members of the public to call a particular numbers simultaneously where this may adversely affect the Service and/or the Network.

**3. Service Period**

By signing the application form the user agrees to a minimum contract period (Minimum Contract Period) in respect of the contract which shall commence on the date of signature of the application form for this contract and in respect of individual users shall commence on the date of the individual mobile number which was added to your plan.

**4. Security Deposit**

You will be required to make a security deposit in order to be connected or reconnected to the Network. This security deposit may be refundable without interest after this Agreement is terminated and all outstanding monies due to us have been recollected. You are also required to pay a deposit to be specified by us for the ability to roam or use your phone on another GSM network with which we have a roaming agreement. These security deposits may be used at **b**mobile’s sole discretion, to settle any outstanding debts owed to us at anytime. A security deposit does not absolve you from your liability to pay for the Services rendered through the **b**mobile SIM Card, including all costs associated with its unauthorized use.

**5. Credit Limit**

You will be notified of your monthly credit limit when your application is accepted by us. We reserve the right to increase or lower your monthly credit limit at any time and from time to time, without prior notice. You agree that your monthly debt will not exceed your monthly credit limit. Your credit limit, established at our discretion, relates to your current usage. Service may be suspended if your account usage exceeds this limit.

**6. Terms applicable to CUG**

A monthly CUG fee is payable for each calendar month or part thereof.

CUG services, such as minutes and SMS shall expire at the end of each calendar month and no credit for unused services will accrue to you. Unused services will not carry forward from calendar month to calendar month.

**7. Provision of Service**

Our Services are provided by radio transmission and are therefore available only within the range of our Network’s base stations. Both quality and availability of our Services are affected by radio interference due to physical obstruction, atmospheric conditions and by technical faults or other defects in the Network. The quality and the availability of the Service and related **b**mobile products and services is subject to certain limitations, including the network coverage and circumstances beyond **b**mobile’s reasonable control including, but not limited to, physical obstructions, geographic and atmospheric conditions, radio interference and the functional capability of the Equipment. **b**mobile does not represent or warrant that the Service and related **b**mobile products and services shall be available in all parts of Papua New Guinea or in all other countries. **b**mobile does not further represent or warrant that the operation of the Service or related **b**mobile products and services will be uninterrupted, timely, secure or error-free or that it will meet any Customer’s specific requirements. In particular, **b**mobile does not represent or warrant that Calls will not be dropped, EDGE Connections will not be lost, transmission of data calls shall occur at any particular speed or that all traffic can or shall be transmitted by the Network. **b**mobile does not accept responsibility for the security of any calls, including, but not limited to, EDGE Connections. The Customer uses the Service at its own risk and is solely responsible for adopting such appropriate security measures against unauthorized access to and interference with the Equipment (or associated software/hardware and data) as may be necessary. **b**mobile may modify or suspend the Service and related **b**mobile products and services wholly or partially, with or without notice, if such action is deemed necessary by **b**mobile for the purpose of upgrading, maintaining, modifying or otherwise the Network or other systems or if such action is requested of **b**mobile by an authorized authority. **B**mobile shall make all reasonable efforts to minimize such Service disruptions. **b**mobile reserves the right, without prejudice to any other provisions of this Contract, to issue such reasonable instructions concerning the use of the Service and/or Network as may be necessary in the interests of safety, quality of service, other customers or telecommunications services as a whole, or for any other valid reason **b**mobile deems sufficient. The Customer may not make certain types of Calls using the Equipment. **b**mobile makes no representation and gives no warranty as to the quality, availability, suitability, authenticity or timeliness of any service provided by a third party. **b**mobile reserves the right to suspend or withdraw access to all or any such services provided by a third party on a temporary or permanent basis at any time. The Customer’s use of such services provided by a third party is at the Customer’s sole risk and **b**mobile shall not be responsible or liable for any loss or damage suffered by the Customer arising from the use of such services. **b**mobile may be required to charge the Customer for such services.

**8. Service Charges**

Our tariffs for the Service, as amended from time to time, also form part of this Contract. We reserve the right to alter such tariffs and will notify the customer of such a change by notice in writing and/or via national media and/or via our website and/or via SMS and/or email. If the Service is used by you after our notice, then it and the amended charges shall be deemed accepted. Customers may use their Service while located outside Papua New Guinea, however access to local networks shall depend upon the arrangements between local operators and bmobile. Special charges shall apply to such Customers who are using the Service outside Papua New Guinea.

**9. Payment**

When you use the SIM Card and/or Services, you incur a debt. Service charges, subscription fees, GST, regulatory fees, surcharges and/or other charges or taxes incurred in relation to the Service will be added to your debt and will form part of it. You agree to repay this debt to **b**mobile at any designated collection centre. We reserve the right to reject and/or disallow cheque payments made otherwise than by certified or company cheque. If payment is made by cheque (certified or company cheques only accepted) or any other instrument, a return fee may be charged by the company, should this method of payment be dishonored. We reserve the right to reject and/or disallow cheque payments from you once dishonored cheques have been processed through your account. We reserve the right to charge interest on overdue amounts at a rate of 5% per annum over the prime lending rate as instructed by the Bank of Papua New Guinea (i.e., the central bank). We are not liable for any loss or damages suffered as a result of the use of, or failure in any bill payments services. We are in no way obligated to provide Service to you if you have defaulted in payment of any sums due by you. In this event, we reserve the right to charge a reconnection fee and/or revise your payments terms and/or restrict your Service/feature types, prior to restoration of Service. Should you refuse to accept the Terms and Conditions of Service, we reserve the right to refuse to reconnect you. We may require you or your estate to pay your total debt immediately if you do not carry out your obligations under this Agreement or if you become bankrupt or insolvent, or die, or upon legal attachment, levy or execution against you, your estate or your property or if the **b**mobile SIM Card is used contrary to this Agreement. Invoices will be sent to the billing address of the account holder only unless otherwise specified. Invoices will include: Fixed charges and credits that are one month in advance; Call charges and credits that are one month in arrears or more if previous bills have not been paid. GST will be added on charges where applicable. You agree to accept our records of a transaction as accurate unless you can provide contrary evidence that is satisfactory to us. Payment is due upon invoice presentation date, i.e., once the invoice is available to you. We will not be held responsible for customers’ non-receipt of invoices delivered by post. Your statement is deemed to have been delivered to you on the day it is available for you to pick up, whether or not you do so. You must continue to make payments even when postal service is disrupted, as invoices can otherwise be obtained by contacting the Customer Care Centre. We reserve the right to contact you otherwise to seek payment of amounts due. All invoices generated will be available for reprint on request. You may be required to pay for reprints. We reserve the right to change billing cycles and/or to issue interim invoices.

**10. Foreign Currency Transaction**

The amount of any transaction charged in any currency other than Kina will be billed and payable by you in Kina. We will make conversion from a foreign currency to Papua New Guinean currency at a rate of exchange determined by the Finance department within **b**mobile and the relevant amount will be charged to your account.

**11. Numbers, SIM Card, Handsets and Connection to the Network**

The Customer shall not have any proprietary rights whatsoever in any mobile phone number allocated to the Customer by **b**mobile from time to time. **b**mobile reserves the right at any time to alter or replace a mobile phone number allocated to you or any other name, code or number whatsoever associated with our Service. **b**mobile shall issue you with and license you to use a **b**mobile SIM Card on the condition that the **b**mobile l SIM Card shall remain the sole property of **b**mobile and shall be returned to **b**mobile upon a request from **b**mobile or anyone authorized to act on our behalf. You must not interfere with the **b**mobile SIM Card for any reason. Any SIM Card found to be defective (through no fault of ours) will require payment for its replacement, exchange or repair. Any **b**mobile SIM Card found defective due to faulty workmanship or design may be replaced free of charge once returned within the warranty period specified. All Handsets sold through our authorized dealer channel are locked to the Network. Customers are not permitted to remove, or have a third party remove the lock, without authorization in writing from us. Full details of the authorization format and unlocking process are available from Customer Care. Your Equipment is your responsibility. You must take every precaution to keep them safe. Only Equipment, as well as related accessories, that are approved by us shall be used by you to connect to the Service and **b**mobile may from time to time specify the type of equipment that may be connected to or used by you in respect of the Service. You shall immediately upon demand disconnect any equipment or device from the Network which is not approved or does not comply with our specifications. In no event shall you interfere with any equipment provided to you by us for use with the Service. We accept no responsibility for the maintenance, repair or condition of equipment or devices which are not our property and you will maintain all equipment and devices in good condition which are used or connected to the Service.

**12. Warranty Policy**

All handsets supplied by **b**mobile come with a 1 month manufacturer warranty against production defects. In addition to the standard warranty **b**mobile offers a 7 day DOA (Dead on Arrival) replacement policy. Warranty and DOA conditions are available at any **b**mobile store or by calling customer care.

**13. Mobile Caller ID**

Our Network may allow the display of your telephone number on receiving equipment. **b**mobile also reserves the right to include the Customer and your number in **b**mobile’s directory lists.

**14. Copyright and Trademark**

The information, data, documents and materials about the service, including any and all of information appearing on the **b**mobile website are protected by copyright and all other Intellectual Property Laws and treaty provisions. The **b**mobile website, corporate names, service marks, trademarks (registered or at common law), trade names, logos and domain names are at all times the ownership and intellectual property of bemobile Limited.

**15. Customer Information and Disclosure**

Customer information, including traffic data, such as data relating the conveyance of calls, the billing of calls, the routing of calls, the duration or the time of calls, the location of equipment or the identity of the network originating or terminating calls, may be processed by **b**mobile for its own business purposes. By entering this Contract, the Customer explicitly consents to the use of such customer information for these purposes which include account management, billing, debt collection, credit assessments, market research, customer profiling, product and service development, marketing and customer care. Customer information may be retained for a reasonable period of time in a secure environment. Calls to our Customer Care may be recorded for training and quality control purposes. **b**mobile shall find it necessary to disclose certain customer information to **b**mobile group companies, other licensed carriers and **b**mobile’s agents for the purpose of providing the Service and also to third parties, including credit agents and other carriers, for the purpose of credit referencing, fraud detection and prevention, debt collection, insurance claims. Personal data, unless aggregated, is not otherwise disclosed to third parties, save where required or permitted by law, including our license obligations or Court orders. **b**mobile reserves the right to refuse any request for account information where we are unable to verify that the requester is in fact the account holder, authorized contact or user of the account. We shall not become liable by reason of the giving of such information or of it being inaccurate or incomplete. In addition you agree that we may contact any person or reference provided by you to verify accuracy of account details. **b**mobile or our agents may from time to time contact the Customer by post, telephone, in person, email or text message regarding details of promotions or other **b**mobile products and services. The Customer hereby explicitly consents to such contacts.

**16. Suspension & Termination**

**B**mobile may, without notice, suspend or terminate the Contract wholly or partially for any valid reason, including without limitation, where:

(a) the Customer supplies at any time false, inaccurate or misleading information to **b**mobile;

(b) the Customer fails to observe and or comply with any term or condition set out herein or any relevant law or any property right of **b**mobile;

(c) if for any reason **b**mobile is unable to provide the Service to the Customer or if intermittent checks, modifications and/or maintenance are deemed necessary to the Network;

(d) the Customer fails to pay **b**mobile any sums due under this Contract or any other contract with **b**mobile on the due date specified in the invoice, notwithstanding the issue of any invoices thereafter;

(e) the Customer is adjudicated bankrupt, becomes insolvent or makes any composition or arrangement with or assignment for the benefit of creditors;

(f) **b**mobile reasonably believes the Customer is unable to comply with payment obligations, represents a credit risk or exceeds any limit on charges imposed by **b**mobile or if **b**mobile is unable to contact the Customer following reasonable efforts;

(g) the Customer notifies **b**mobile that their handset has been lost or stolen;

(h) **b**mobile reasonably is of the view that the Customer is conspiring to defraud **b**mobile or interfere with the operation and quality of its Network, including without limitation causing congestion; or

1. the Customer attempts to bypass the Service and or Network. Should your access be interrupted or suspended in any of the circumstances outlined above, we are in no way obligated to provide Service to you. During any period of Service suspension, **b**mobile shall disconnect the Customer’s equipment from the Network and the Customer shall remain liable for all Charges unless **b**mobile decides otherwise. **b**mobile reserves the right to reconnect the Customer to the Network and to levy a fee on each suspended subscription and/or require revised payment terms, including security payments. Where **b**mobile exercises any of its powers under this Clause, such exercise shall not prejudice or affect the exercise of any other right or remedy which may be available to **b**mobile.

**17. Exclusion of Liability**

Insofar as it is permissible by law, **b**mobile shall not be liable for any injury, loss or damage, whether foreseen or unforeseen, directly resulting from:

(a) any failure, interruption, delay, suspension or restriction in providing the Service to you which is due to any act of God, government control restrictions or prohibitions, any other act or omission of any public or regulatory authority, whether local, national or international, an act of default of any supplier, agent or other person, strikes, work stoppages or labor disputes or any other cause whatsoever which in the opinion of **b**mobile is beyond the reasonable control of **b**mobile;

(b) any suspension or non-availability of a part or the whole of the Service;

(c) suspension or termination of this Contract;

(d) any unlawful or unauthorized use of or access to the Equipment, Service and/or Network by the Customer or third parties;

(e) any claim arising out of any act or omission by the Customer, its servants or agents or arising out of any reliance placed by such persons on call content;

(f) any loss, theft or malfunction of the **b**mobile SIM and/or Handset;

(g) any claim arising in relation to the provision or non-provision, maintenance or use of telecommunications lines, channels, equipment, networks or services or arising out of calls being dropped or data connections being lost or the failure to connect any call made to or by the Equipment for whatever reason. **b**mobile, its associated or affiliated companies, their respective officers, agents, directors, principals, employees, attorneys, underwriters, successors and assigns will not be liable for or in respect of any effects, claims, actions, proceedings, suits and causes of action (whether at law or in equity and including emotional distress), liens, debts, damages, fatalities, losses or injury (whether property or personal, consequential or otherwise), judgments, liabilities, costs and expenses of every nature kind whatsoever, whether known or unknown, suspected or unsuspected, (altogether, "claims whatsoever") arising out of or in respect to the Equipment, Service, Network and/or any electronic or radio systems in equipment, vehicles or aircraft in your vicinity, or of any emissions or transmissions to, from, by or through the Network and/or Equipment. If we offer goods and/or services as agents of any principal providers(s), we will accept neither responsibility nor liability to you for the performance, loss of profit, emotional or mental distress or disappointment, or provision thereof by such providers so long as we have identified the providers to you and identified ourselves as agents. Nothing in this Agreement shall limit our liability for (a) fraud or other criminal act (b) personal injury or death caused by our negligence or (c) any other liability that cannot be limited or excluded by law.

**18. Hold Harmless**

You will indemnify and hold us harmless against the following: (a) all damages or injury caused to the Service(s) and Network as a result of your negligence or failure to abide by your obligations hereunder or all claims arising out of your act or omission in conjunction with the Service(s) provided by us.

**19. Settling Disputed Charges**

We must be advised of any disputed charge(s) that occur on an invoice. You will still be held liable for non-contested charges on the invoice which are deemed payable by due date. We will investigate the disputed charge(s) and notify you of the results. Non-payment of valid charges after investigations are complete may result in suspension of Service. If the disputed charge(s) are indeed errors, a credit of the amount disputed will be applied to your account.

**20. Unenforceability**

If a provision of this Contract is determined by any competent authority to be invalid or unenforceable in whole or in part for any reason whatsoever, it shall not affect the validity and enforceability of the remainder of this Contract and shall whenever allowed by the context be deemed to be replaced by such valid and enforceable clause whose contents are as close as permissible to those of the invalid or unenforceable clause.