

## **TPG Virtual Phone Card Full Terms and Conditions ver1.4**

### **1.0 General Agreement**

1.1 TPG Internet Pty Ltd ACN 068 383 737 (hereinafter referred to as "TPG") and the Customer (being an entity subscribing to TPG for the provision of Internet and Telephone services) agree that by accessing TPG services, you accept, without limitation or qualification, these terms and conditions:

1.2 The Customer agrees to be bound by TPG's Virtual Phone Card Full Terms and Conditions and TPG's Standard Terms and Conditions as displayed on the TPG website [www.tpg.com.au](http://www.tpg.com.au). The Customer understands that TPG's Virtual Phone Card and Standard Terms and Conditions can be amended from time to time. If TPG makes a detrimental change to any of the Terms and Conditions TPG will notify affected Customers beforehand by advising them directly by email, or by publishing the changes on the TPG website [www.tpg.com.au](http://www.tpg.com.au).

1.3 This Agreement shall be deemed to have been made in Sydney, Australia, and it shall be governed and interpreted according to the laws, including conflict of laws, applicable in the State of New South Wales. Each of the parties submits to the jurisdiction of the Courts of New South Wales, at Sydney.

### **2.0 Provision of Service**

2.1 TPG offers the Customer the ability to make national and international telephone calls to select destinations. The customer must dial various Gateway numbers made available on the Virtual Phone Card Website [www.tpg.com.au/vccard](http://www.tpg.com.au/vccard), and then enter a personal Access Code and Personal Identification Number ('PIN') provided to the Customer by TPG and then dial the number of the party they wish to ring.

2.2 The Customer is solely responsible for maintaining the confidentiality of their Access Code, PIN, username and password. The Customer agrees to pay for all services charged to their account whether or not the Customer has authorised such use.

2.3 The Customer is responsible for supplying and maintaining a current and operational email address and for reading email from TPG so that TPG can notify the Customer of updates to TPG's service and any customer account information.

2.4 The Virtual Phone Card cannot be used to make calls to Mobile telephones within Australia.

### **3.0 Rates**

3.1 Virtual Phone Card rates apply to a selected list of national and international destinations as displayed on the Virtual Phone Card website at [www.tpg.com.au/vccard](http://www.tpg.com.au/vccard). The Customer is responsible for checking all applicable rates before making any call using the Virtual Phone Card service.

3.2 Calls to selected International destinations are charged in one (1) minute increments at the beginning of each minute increment, as per the Virtual Phone Card price list displayed at [www.tpg.com.au/vccard](http://www.tpg.com.au/vccard). Minimum call charge is 10 cents.

3.3 Calls to selected fixed line destinations only, within Australia, are charged at a flat rate, as per the Virtual Phone Card price list displayed at [www.tpg.com.au/vccard](http://www.tpg.com.au/vccard).

3.4 Rates are subject to change at any time and Customers are responsible for regularly checking the Virtual Phone Card Website [www.tpg.com.au/vccard](http://www.tpg.com.au/vccard) for the current rates.

3.5 Telephone connection charges to the TPG Virtual Phone Card gateway are the Customer's responsibility. Local, STD or mobile call charges will apply to the TPG Gateway number. These are set by your Telephone Service Provider. Please ensure you verify these charges with your Telephone Service Provider prior to making any calls. To ensure the TPG Virtual Phone Card gateway number is a local call please contact your Telephone Service Provider. TPG shall not be liable, nor reimburse Customers for any costs, technical support or phone charges incurred while establishing connectivity with TPG.

3.6 The Virtual Phone Card service cannot be used to make calls to 1800, 1900, 0500, 13 numbers or operator-assisted calls.

### **4.0 Free Virtual Phone Card Calls Offer**

4.1 Some Internet plans come with 'Free Virtual Phone Card Calls' offer. Check the website for the number of minutes of 'Free Virtual Phone Card Calls' available with each particular plan.

4.2 'Free Virtual Phone Card Calls' call usage applies to calls to fixed line phones only and cannot be used to call mobile phones (Nationally or Internationally).

4.3 Each 'Free Virtual Phone Card Calls' call is charged as a ten (10) minute increment from the time of connection and then thereafter at one (1) minute increments from the start of the 11th minute.

### **5.0 Phone Card Usage**

5.1 Following successful Phone Card registration, TPG will send an email to the Customer confirming the purchase. TPG will also email the Customer their Access Code and PIN number. Customers should keep all account details, Access Code and PIN numbers confidential.

5.2 TPG accepts no responsibility for any unauthorised use of Access Code and PIN numbers. It is the responsibility of the Customer to ensure details are not made known to any other person once they are received by the Customer.

5.3 To use the Virtual Phone Card Customers must dial:

5.3.1 The Virtual Phone Card Gateway number in the State you are in at the time of dialling;

5.3.2 The Customer's unique Access Code, PIN and the hash (#) key; and

5.3.3 The telephone number the Customer wishes to call. Customers should enter the hash (#) key after dialling an international number to avoid waiting for a timeout period.

5.4 Customers who experience any technical difficulties should contact the TPG Customer Service Department on 1300 360 855 for assistance.

### **6.0 Billing**

6.1 Virtual Phone Card rates, billing increments, fees, taxes, and other charges are subject to change at any time, without notice. TPG will not be responsible or liable for any change in Virtual Phone Card rates and/or billing increments due to changes in any Federal, State or Local government fees, taxes, or other charges. All charges are displayed on the Virtual Phone Card website at [www.tpg.com.au/vccard](http://www.tpg.com.au/vccard).

6.2 TPG will initially debit the Customer's credit card account \$20 at the time of registration, for virtual Phone Card

credit.

6.3 TPG will automatically debit the Customer's credit card \$20, for additional prepaid Phone Card credit, as soon as the Customer's virtual Phone Card credit falls on or below \$5. TPG will send the Customer electronic confirmation of any such automatic debit.

6.4 Any unused credit will expire twelve months after the purchase of the credit.

6.5 Purchase of additional credit will commence another twelve-month period before the credit will expire. This includes any remaining credit from previous purchases.

6.6 Expired credits will not be refunded.

6.7 The Customer acknowledges that TPG will suspend the Customer's account and Virtual Phone Card service as a result of unpaid bills.

6.8 If a Customer believes that their account, Access Code and/or PIN number is being used in an unauthorised manner, they agree to contact TPG as soon as they become aware of it so that the appropriate actions can be taken on their account. Customers should check their usage details each day to prevent unauthorised use.

6.9 Customers should be aware that their account information will be sent to the email address supplied by the Customer in the registration process. TPG will not be responsible for any unauthorised access to this email address, other than by the Customer.

6.10 The Customer is responsible for any and all charges to their account and TPG cannot be held responsible for any charges that result from theft or fraudulent use of the Customer's Access Code and PIN.

6.11 TPG's Virtual Phone Card service is provided on a prepaid basis only. As the Customer uses the Virtual Phone Card service their account will be debited accordingly.

#### **7.0 Liability**

7.1 TPG does not guarantee call quality or connectivity, and is not responsible or liable for reimbursement of lost time. Connection to a wrong number is a valid call and will be charged accordingly.

7.2 The Customer acknowledges that the Virtual Phone Card will not work in the event of a TPG service outage.

7.3 TPG is not responsible for reimbursements for calls made with another service while the Virtual Phone Card Service is temporarily unavailable.

#### **8.0 Misuse of Service**

8.1 TPG reserves the right to suspend without notice any Customer's account involved in offensive and/or illegal activities under State and/or Federal laws. In such a case the relevant law enforcement agency(ies) will be notified, and where possible offending material(s) passed on.

8.2 TPG does not under any circumstances permit the resale to any other party of TPG's Virtual Phone Card Service. Any Customer found doing this will be charged for all of that Customer's usage and any other party's usage to which they have sold or divulged material to enable access to TPG's Virtual Phone Card system at three times the current rate applicable. TPG may terminate the Customer's account without notice and without refunding any credits paid for, but unused.