

Please read these Terms and Conditions carefully, as they explain how your Telikom service works and our standard obligations and commitments for services we provide, and your obligations and commitments relating to these. These Terms and Conditions form part of the contract between you as a customer and us as your Telecoms service provider and is referred to as the **Standard Terms**. The other documents that complete the contract between us are our: (a) **Standard SLA** (Standard Service Level Agreement) which identifies the service performance and post-sales support commitments for the services we provide as well as our (b) **Service Registration Forms** which you completed for the services you requested and pricing terms applicable to these. By registering to use Telikom services, you acknowledge that you have read and understood these documents and agree to be bound by them.

1 Terms and Conditions

These Terms and Conditions apply to all customers that subscribe and use our Telikom service. These terms replace any previous Terms and Conditions of service issued prior to the issue date on this document and apply whenever we do anything for our customers. Different terms may apply to some services we provide, as we explain in these standard terms.

In these terms, we have used "we" or "us" to represent Telikom, "you" to represent you as our customer and "service" or "services" to cover all goods and services we provide to you.

2 The Telikom Network

The Telikom Network is the network of communication facilities owned by us and by other Telikom companies which we use to provide our services to you and our other customers. Acquiring our services does not give you any rights in any part of the Telikom Network.

3 All Services Acquired For Direct Use Purposes

You agree that these services you are acquiring from us are for the sole purposes of using these either as an individual or within your business and agree that we supply this to you on the condition that you or your representatives will not resell or rebill any of our services to anyone else in any form whatsoever.

4 Identification

We are obligated to verify the identity of all applicants for our services, and anyone authorised to act for them, and use these for service registration purposes. This means that service applicants, and anyone authorised to act for them, must satisfactorily meet our **Customer Identification Requirements** and consent to the use of these details for purposes of registration. Details of these requirements can be obtained from your local Telikom Centre or our website at www.telikompng.com.pg.

5 Our Commitments To You

To make it easier for you to do business with us, we commit to:

- putting you in touch with the right person to answer your enquiries;
- responding to your needs quickly and effectively; and
- keeping you informed about new services which may benefit you or your business.

Please tell us if you have any complaints about our services. Our aim is resolve complaints quickly and fairly while improving our business.

6 Our Guarantees To You

Whenever we provide services to you, we guarantee to:

- provide our services with care and skill;

- provide these services within a reasonable time;
- make sure these services do everything we say they will do;
- do our best to provide highly reliable services although we do not guarantee these will be continuous or fault-free;
- be available to fix any fault or disruption which occurs in these services;

Whenever our services involve us providing equipment (or other goods) to you, we give you these extra guarantees:

- the equipment will be safe, durable, free from defects and of good appearance and finish;
- it will be fit for the purpose for which it is intended;
- it will do everything we say it will do for a reasonable time after we provide it to you (warranty period);
- we will not interfere with your use of the equipment except where we must do so out of necessity to fix an untenable situation;
- the equipment will be approved for connection to the Telikom Network at the time we provide it to you.

7 Your General Responsibilities

It is important that you help safeguard our Network to ensure that our services to you and our other customers are not disrupted. It is your responsibility to:

- make sure all information you give us is correct and complete;
- obtain any authorisation, licence or consents that is necessary for us to provide services to you (such as access to sites, building owners consents, permits etc.)
- follow our directions when connecting anything to the Telikom Network and when using our services.
- use our services for lawful purposes and without annoying anyone;
- ensure that anyone else who uses the services we provide to you, or does anything relating to these services, meets your responsibilities under these Standard Terms.
- never interfere with our other customers rights and ability to use our services;
- comply with all laws applicable to the use of our services;
- let us or any of our agents or subcontractors have reasonable, safe access to your premises and get any consents we may need to work on the Telikom Network or anything connected to it; the people we send will carry proof of identity. If you do not grant access to your property this may impact our ability to provide you with services you or others receive from us;
- make sure nothing is connected or left connected to the Telikom Network unless it has a Telepermit; this helps make sure no damage occurs to the Telikom Network;
- never interfere with the Telikom Network; only people we authorise may work on it;
- make sure nothing on property or premises under your control interferes with or damages the Telikom Network;
- follow our directions about using any equipment you rent from us and never interfere with it;
- pay our charges for repairing or replacing any part of the Telikom Network and any equipment you rent from us which is lost or damaged by you or anyone you are responsible for; there is no charge where damage occurs through normal wear and tear;
- arrange for us to have reasonable, safe access to the premises

to remove any equipment you rent from us as soon as we stop providing or you give up the service relating to that equipment;

- make sure everyone you are responsible for also meets your responsibilities under these Standard Terms.

8 Assignment

You may assign and have someone else perform your side of these Standard Terms you have with us as long as you first get our written approval.

We also may assign and have someone else perform our side of any agreement you have with us. These includes any Telikom company or Telikom-approved agent or service provider approved by us.

In the event you wish to alter any aspect in relation to services we provide to you (relocation, upgrades, change of ownership, service suspension or disconnection), then you must notify us in writing of your intentions.

We will assess such requests and act on them where practicable and in accordance with our disconnection processes.

9 Numbers, Electronic Addresses And Other Codes

Depending on services you use from us, we will arrange for appropriate service identity numbers or electronic identifiers to be allocated to you. All numbers, identifiers and codes allocated to you remain our property. You must not transfer or share your identity numbers or codes to anyone else without our written consent.

You are responsible for keeping confidential your Telikom account number and any personal identification codes or passwords allocated to and used by you.

We will assume that any request or instruction we receive regarding your services or account that is accompanied by suitable verification credentials (for example, your Telikom account number, personal identification code or password), is authorised by you.

We may change any identification number we have allocated to you and allocate you a new number. We will always give you as much notice as we reasonably can before making such changes.

If you are an individual, you may prefer to restrict access to your name, address and telephone numbers allocated to you. Please call us through our contact details at the end of this document if you want to know about ways you can do this.

10 Your Unique Electronic Credentials

Where you subscribe to any of our services that require the use of unique electronic credentials (passwords or PINs), you should change this promptly to something that is unique to you and which only you will know.

You must not:

- Disclose your passwords or PINs to any other person;
- Allow any other person to see you entering, or overhear you providing your passwords or PINs;
- Record your passwords or PINs in any form;
- Choose a password or PIN which has a easily retrieved combination e.g. repeated numbers or letters;
- Choose a password or PIN that is easily identified with dates of birth date, vehicle registration, telephone number or your name.

You must adopt measures to ensure your unique electronic credentials, particularly your password, is changed periodically to safeguard your account with us and prevent any occurrences of identity fraud. This is especially important for Internet Services, due to the inherent risks with the Internet. Please contact us to guide you as to how you can change your password as you must familiarise yourself with this critical procedure.

11 Your Unauthorised Transactions

As unique electronic credentials are specific to you as account holder, you are responsible for any unauthorised use of your accounts, unique electronic credentials (password or PINs), including its use by anyone else in any way.

You are liable for the all transactions and usage which occur with services. You must reset your user credentials should you become aware that it has been compromised and notify us promptly should you encounter any issues trying to do so, so we can temporarily suspend your services.

12 Our Processing Instructions

Where relevant, you authorise us to act on any instructions you send us by electronic means (facsimile, telephone, email, webchat, websites or terminals). Any electronic transactions made by you cannot be cancelled, altered or changed by you unless allowed under these Terms and Conditions.

We may delay acting on or may ask you for further information before acting on an instruction. We are not liable for any refusals by any third-party who has rights in the delivery and support of our services to your premises. We also may refuse to process any request that contravenes any law or otherwise, and will notify you of such requests that we are unable to process.

13 Our Charges

Our standard charges for our commonly used services are set out in a separate document called the **Telikom List of Charges**. Charges usually begin from the time you agree to use a service provided by us or buy an item at our Telikom Centres.

We may at any time require you to:

- satisfy us that you will be able to pay our charges;
- give us a fair bond, guarantee or other security for postpaid services.

You must pay for the services we provide to you no matter who uses them. Most charges are payable monthly.

We may also change our service offerings, charges, or billing dates from time to time due to changes in technology, regulatory or legal requirements or if we consider that you will be better off with these changes.

Where we increase any charges for any of our services, we will provide you with a minimum of one month's notice of these changes. We will tell you about any such changes by emailing or texting or publishing the changes on our bill statements and website.

You must also pay for reverse or premium calls charged to your services, and those calls made from your phone through the Telikom Network, no matter who makes them.

You agree that we may charge your account any amount you owe us including, but not limited to, interest, handling commissions, transfer fees, administration expenses and other related expenses.

14 Our Bills

For postpaid services, we will send you bills for our charges, usually by email. These bills will also include any charges for directory assistance, directory listing services and reverse or premium calls charged to you or made from your phone as well as any internet usage, government tax, levies or charges. Each bill will tell you the due date for payment. You must pay the bill by that date.

Our bills are based on records of your service's use. For cases of Internet access, we capture your data usage only and not the sites you visit or the applications that you or your computers use across our services.

15 Billing Queries

Do let us know before the due date of your bill if you think there is a mistake in your bill. We will investigate the matter right away. While

we are doing this, you do not need to pay for the queried part of your bill by the due date for payment. However, you must pay all other parts of your bill and not set-off or deduct any amount under any way by the due date of that bill.

We will be able to find out if there is a mistake in our records and get back to you within 5 business days. If there is a mistake, we will adjust your next bill or, if where appropriate or where appropriate, provide you a refund within 2 business days.

Where we have notified you that there is no mistake in the bill as initially presented, and provide our records to verify usage of the services queried, and if the due date for payment has already passed, you must pay the amount outstanding by the close of the next business day.

If you do not pay a bill by the due date for payment:

- we may charge you interest on the unpaid amount from that date until you pay it; the interest rate will be the rate set out in the [Telikom List of Charges](#);
- you may be required to pay any costs that are incurred by anyone (including agents) in recovering the money you owe or in exercising any other rights, including commissions and legal costs for a solicitor;
- we may withhold, suspend or restrict any or all services we provide for you.

16 Your Payments

You can pay your bills with us in the following ways:

- In person at any of our Telikom Centres. The locations of our Telikom Centres is listed on our website www.telikompng.com.pg
- Over the counter at major banks or via telephone or electronic banking. Be sure to clearly identify your account number and bill invoice number in your payment narration.

Note that any payments other than cash that is paid into your account with us, such as cheques and other paper instruments, will not be credited to your account until they have been cleared by the banks.

If, for any reason, your cheques or paper instruments are dishonoured by the banks, we will charge you a dishonour fee.

17 Our Payment Allocation Procedures

We will do our best to allocate your received payments in accordance with any specific invoice you have identified on your payment advice. However, we reserve our rights to allocate payments received in any order we choose, particularly to offset debt. We also reserve our rights to allocate your bond or deposit payments to offset your debt at any time.

18 Our Credit Control Practices

We reserve our rights to determine the payment mode under which services to your will be provided – whether prepaid or postpaid.

With prepaid services, you must purchase your usage credits in advance. With postpaid services, we will extend to you a credit limit based on your ability to pay our bills and fees on-time. Where available, your payment history will be used to help us make our decisions on credit limits. Charges associated with your postpaid services will be deducted from your monthly credit limit and as your credit balance reduces to zero, you may be limited to using parts or all of our services until you have made payments to increase your credit balance.

Our bills are emailed to you once a month, for which we expect prompt payment by the due dates indicated in these bills. You can, however, make payments at any time to keep your credit balance sufficient to enable your services to work fully in postpaid mode.

We will make reasonable effort to collect payments from you for services you have used. We have the right to convert your service(s) to prepaid should your bills not be paid on time, or where our costs to

collect payments from you increase due to delays on your part.

19 Inactive Accounts

We actively assess the lifespan of accounts and you agree that we have rights to do the following:

Inactive Accounts: If your account has not been used beyond the period outlined in our [Account and Subscription Lifecycle Policies](#), your account will be deemed dormant and procedures to deactivate this will be applied.

Balance Treatment: Where your dormant account has a credit balance, we will use this balance to offset any other debt you have with us or our subsidiary companies. Should a credit balance still remain following these allocations, we will make reasonable efforts to contact you to claim your balance of credits. Where we are unable to contact you within a span of 30-days, your balance will be transferred to our **Telikom Foundation** to help with community communications development programs across the country.

20 Service Disruptions

A 'disruption' is where a service does not function in a normal or satisfactory manner.

When service disruptions are experienced, you must do your best to determine that the cause of such disruptions is not associated with your own equipment or appliances or power failures. Where this has been verified, you must then report the issue you're experiencing with our service through the contact details at the end of this document. We are available 24 hours a day, seven days a week to receive service disruption or incident reports.

Our Contact Centre will work closely with you to address your concerns quickly and amicably and will also handle all your queries and escalations within our organisation including those dispatched to our Field Teams. We will resolve incidents for services covered under our Standard Terms in line with the timelines outlined in our [Service Levels document](#).

Fixing Faults in the Telikom Network: We will fix faults in the Telikom Network without any charge to you except where you or anyone you are responsible for cause the fault.

Fixing Faults in Sockets and Wiring: Our service line rental charges covers the cost of fixing most faults in sockets and wiring which connect equipment you have to the Telikom Network. The faults covered are those which occur through normal wear and tear, a defect in design or materials or manufacture, or from a natural disaster. We will fix these during our normal business hours. If you own the sockets and wiring and do not want this service, please tell us. You will then be responsible for fixing these faults. Please ask us if you want us to show you where the sockets and wiring end and the Telikom Network begins – what we call the 'Demarcation Point'.

Fixing Other Faults: If requested, we can look into the causes of faults beyond the demarcation point, which may lie with your equipment or systems. Other charges apply where we investigate or fix anything not covered in our standard service offerings. If you need our help, do call us and we will tell you how we may be able to help and what our

Force Majeure: If we are prevented from carrying out our obligations under these terms by reason of any act of God, act of State, riot, insurrection, civil commotion, strike, sanctions, boycott, embargo or any other circumstance beyond our reasonable control, we will endeavour to advise you of the existence of the circumstances and the expected duration of and the obligations affected by the circumstances. Our performance of these terms will, to the extent that it is made impossible by such circumstances, be suspended until such circumstances cease to exist. We will not be liable to you for a failure to perform, or a delay in performing, any obligation set out in these terms.

21 Your Right To Give Up Any Service

You may give up any service simply by notifying us in writing. Please note that you must retain evidence of notification and our

confirmation that we have received your notification on this matter. Where you have agreed to take such services for a minimum period, you need be aware that charges for the service will continue to be billed to you until the end of that minimum period and that you are liable to pay this commitment. For services that do not have a minimum period, billing will stop from the date we process your request.

22 Our Right To Suspend, Change Or Restrict Any Service

If you do not pay our bills or meet responsibilities you have to us or with any of our subsidiary companies, we may suspend or restrict any services we provide you at any time. Where we suspend a service for any of these reasons, we may require you to pay a reconnection charge before you can use it again. In most cases, normal charges continue to apply during the suspension or restriction of any service.

We may also temporarily suspend or restrict any service, or change this to an equivalent service offering if we think it reasonable or necessary, for example, to work to resolve issues with our Network. We also reserve the right to amend any existing service to an equivalent service offering due to technological changes or because of the unavailability of spares to support existing services. In such cases, we will endeavour to provide you with a service that performs similar to the service being changed.

23 Our Right To Stop Providing Any Service

We may stop providing any of our services to you. We may do this at any time if you do not pay our bills or meet your other responsibilities under any agreement you have with us. Otherwise:

- where we have agreed to provide a service for a minimum period, we will continue providing it until the end of that period except if the circumstances set out below apply
- we will always tell you at least one month before we stop providing the service.

We may end the availability of any service to you and any other Telikom customers at any time if the relevant service is no longer viable, if we are unable to provide it, if a service provider we are dependent on is withdrawing it from general availability, or where it is being replaced with a new service.

We may alter our services from time to time. If we alter our services in a way that materially reduces the service offering currently received by you, we will give you 10 working days' notice and wherever possible one month's notice of such alterations. We will tell you about any such alterations by emailing, texting or writing to you and publishing the change on our website.

24 Our Rights To Recover Expenses From You

Where you do not meet your responsibilities to us, you must pay any reasonable expenses we incur in collecting any money you owe us or in exercising any of our other legal rights.

25 Using Information About You

Some situations will require information from you in order to deliver services to you. Where you do not provide this, we and other Telikom companies will not be able to provide services to you.

You agree that during any relationship you have with any Telikom company, that we and other Telikom companies may collect information about you for the purposes of delivering, supporting or billing the services we provide to you. Information collected may be obtained from you and others authorised by you, or generated within the Telikom Network when you or anyone else uses the services you registered with us.

We will maintain your privacy as much as is practicable except in the performance of meeting our obligations.

You may ask to see information any of us holds about you, as long as we can readily retrieve it. We, other Telikom companies and, to the

extent appropriate, any service providers approved by us, including service providers providing directory listing and directory assistance services, may hold this information and share it to the extent appropriate with each other, with Telikom employees, contractors and agents and any provider of directory listing and directory assistance services, and with credit reference and debt collection agencies. This enables us, other Telikom companies and agencies and any service provider approved by us to:

- provide services to you and others;
- help prevent and investigate instances of fraud;
- send you bills and recover and report on money you owe;
- keep you informed of services available to you from us and other people;
- exercise any lawful right any of us has.

Our activities may include credit checks, your repayment history and any defaults in payment to Telikom and other Telikom Companies in their databases and includes us sharing this information with others who wish to conduct credit checks on you. We and other Telikom companies may:

- share to the extent appropriate your name, address and the telephone numbers allocated to you with any person (except other network operators) using services provided by any of us or any service provider approved by us for providing directory assistance and directory listing services; this information may also be used or accessed by us or any such service provider in or from any directories and other publicly available accessible publications and database
- share with other network operators any information needed to enable you to make and receive calls through their networks; this does not include your name and address
- share with any premium number service provider or its agent to whom a premium call is made, your name, address and any information about that call; this applies only where the call is charged to you, or made from your phone through the Telikom Network, and you do not pay for the call by the due date for payment
- share aggregated information which does not identify any individual with partners, advertisers and others.
- **Note:** We may occasionally monitor and record telephone calls between customers and our Contact Centre personnel for training and quality improvement purposes.

26 Changing These Terms

We may change these terms by changing or removing or by adding new ones. The master copy of our terms will apply from the date we make them available on our Telikom website, and supersedes any printed copies.

Where, as a result of a change in the law or the imposition of a new law, some or all of these Terms and Conditions are varied or rendered unenforceable, you agree that we will be able to provide you with a notice of the corresponding variation (or unenforceable provision(s)).

We will always tell you about any changes at least one month before they come into effect and do so by emailing you or by putting a notice displayed:

- on our website;
- in any of the major daily or national newspapers;
- at our Telikom Centres.

The notice will set out the actual changes or explain their general nature. Please ask us at any time for a free copy of our current terms.

27 Our Indemnity

You and any person authorised by you agree to discharge and indemnify us from and against all actions, proceedings, claims, demands, losses and damages arising from or in any way relating to

our:

- acting on instructions received by mail or electronic means which are, or purported to be, given or endorsed by you or your representative;
- releasing any information about you or your accounts and services with us to anyone who is, or appears to be, authorised to receive that information (includes anyone authorised by the account holder, including third-party representatives).

28 Confidential Information

You must keep confidential any information you receive from us which you would expect to be confidential or commercially sensitive. Any pricing or network or equipment design information we provide you must be treated as confidential. You may only disclose confidential or commercially sensitive information if you are required to by law, or due to applicable stock exchange rules.

29 Intellectual Property Rights

We or others may have intellectual property rights in the services and in any equipment, including software, we provide to you. These rights include, for example, all copyright, trade mark and design rights relating to the services or equipment. All those rights are retained when we provide services or equipment to you.

Any intellectual property rights arising from any improvement or change to any of our service belongs to us.

30 Sending Bills And Notices

We will send bills and other notices to the email and/or postal address you have given us.

31 Specific Terms

Specific terms may apply to some of our services. Where these exist, we will tell you about them.

32 Responsibilities Under Other Agreements

Where we agree to enter into Specific Service Agreements as a result of your requests for services, terms and conditions that vary or extend beyond our Standard Terms, and where we have agreed to the costs for delivering these commitments, such Specific Agreements will supersede these Standard Terms and Conditions. You must meet all your responsibilities under every agreement you have with us and with any other Telikom company.

33 Rights and Responsibilities That Continue

The ending of any agreement you have with us does not affect any rights and responsibilities which are intended to continue or come into force afterwards in particular to those associated with confidentiality.

34 No Waiver

Except if we have waived a right under these terms and notified you in writing, no delay or failure to exercise a right under these terms prevents us exercising that or any other right on that or any other occasion.

35 Invalidity

If any provision of these terms is unlawful and unenforceable, it will be severed from these terms to the extent it is unlawful and unenforceable. The rest of these terms will remain in force.

36 Papua New Guinea Law Applies

All our services are provided under Papua New Guinea law. You may take action against us only in a Papua New Guinea court.

37 Contact Details

You can contact us for help on telephone number 3456789 or by emailing us at contact@telikompng.com.pg. Our website is www.telikompng.com.pg