

Terms and Conditions of Tel.Pacific Pty Limited (ABN 99 073 079 268)

GPS Phone Card

1. Local call charges apply to local access numbers; timed call charges may apply to calls made from outside the local area listed.
2. Mobile phone service providers charge mobile rates to access the access numbers.
3. Rates are subject to change without notice.
4. The rates do not apply to calls to satellite and/or operator assisted calls.
5. Rates may be higher for calls to mobiles in some regions & countries.
6. Once off surcharges apply to certain countries (ranging from \$0.59 to \$0.79 depending on country); including Afghanistan, Bangladesh, Botswana, Cambodia, Egypt, Ethiopia, Fiji, Gabon, Gambia, Georgia, Ghana, India, Indonesia, Iraq, Jordan, Kazakhstan, Kenya, Kiribati, Korea North, Kuwait, Laos, Lebanon, Morocco, Mozambique, Myanmar, Nepal, New Caledonia, Oman, Pakistan, Philippines, Saipan, Saudi Arabia, Senegal, Somalia, South Africa, Sri Lanka, Syria, Tanzania, Thailand, Tonga, Tunisia, Turkey, UAE, Uzbekistan, Vanuatu, Vietnam, Yemen, Zaire, Zambia, Zimbabwe. Please contact our customer service team for full details.
7. A surcharge of \$0.18 will apply when using the 1800 national access number.
8. Two minute increments charges apply to all calls made.
9. Tel.Pacific is not responsible for lost, stolen and unauthorised use.
10. Overseas special numbers will attract higher rates and may be blocked.
11. All Tel.Pacific pre-paid cards have an expiry date printed on the bottom left hand corner. The GPS pre-paid phone card expires 3 months from 1st use or last recharge. Once a card has exceeded its expiry date it cannot be re-activated or any remaining credit cannot be refunded.
12. Tel.Pacific endeavors to provide a fault free service for all our customers. However, in the event that you do ever experience any difficulty please contact one of our customer service consultants on 1300 736 900.

Customer Service Number: 1300 736 900

JOY Phone Card

1. Local call charges apply to local access numbers; timed call charges may apply to calls made from outside the local area listed.
2. Mobile phone service providers charge mobile rates to access the access numbers.
3. Rates are subject to change without notice.
4. The rates do not apply to calls to satellite and/or operator assisted calls.
5. Rates may be higher for calls to mobiles in some regions and countries.
6. A surcharge of 15 cents will apply when using the 1800 national access number.
7. Additional once off surcharges apply to some destinations (\$0.59 or \$0.79 depending on country); please check the current JOY flyer for details or contact our customer service team on 1300 652 184.

59c Surcharge:

Andorra, Ghana, Iran, Iraq, Malta, Mexico, Morocco, Nepal, Rwanda, Saudi Arabia, Serbia, Turkey. MOBILES – Andorra, Belgium, Ghana, Iran, Iraq, Malta, Morocco, Nepal, Saudi Arabia, Turkey.

79c Surcharge:

Afghanistan, Algeria, Aruba, Bhutan, Botswana, Burkina Faso, East Timor, Egypt, Ethiopia, Fiji, Lebanon, Liberia, Libya, Madagascar, South Africa, Tokelau, Uganda, Yemen, Zimbabwe. MOBILES – Algeria, Botswana, Egypt, Iceland, Lebanon, South Africa, Zimbabwe.

8. Overseas special and/or premium numbers will attract higher rates.
9. Two minute increments charges apply to all calls made.
10. UK special and Premium services are charged at higher rates and may be blocked.
11. Tel.Pacific is not responsible for lost, stolen and unauthorised use.
12. All Tel.Pacific pre-paid cards have an expiry date printed on the bottom left hand corner. The JOY pre-paid phone card expires 3 months from 1st use or last recharge. Once a card has exceeded its expiry date it cannot be re-activated or any remaining credit cannot be refunded.
13. Tel.Pacific endeavors to provide a fault free service for all our customers. However, in the event that you do ever experience any difficulty please contact one of our customer service consultants on 1300 652 184.

Customer Service Number: 1300 652 184

Disclaimer

This is a legal document. If you have any queries about your duties and liabilities in relation to this agreement, you should consult your lawyer. The Tel.Pacific Phone Cards Services ("Services") are made available to you by Tel.Pacific Pty Ltd ("Tel.Pacific"). By using Tel.Pacific Phone Cards you have agreed to accept these "Terms and Conditions". Please take time to read and understand them.

Scope of this Agreement

Unless otherwise specified in the respective clauses below, this entire agreement applies to Phone Card Services provided by Tel.Pacific. Here "Services" shall include "goods" as defined in the Interpretations below. While every endeavour has been made to supply accurate information, errors and omissions may occur. Accordingly, to the extent permitted by law, Tel.Pacific and its employees, agents and consultants, excludes any liability for any loss or damage (including indirect, special or consequential loss or damage) which may directly or indirectly result from any advice, opinion, information, representation or omission, whether negligent or otherwise, contained in this agreement. If any law prohibits the exclusion of such liability, Tel.Pacific limits its liability to the extent permitted by law, to the resupply of the relevant material or information.

1. Interpretations

"Activates" means activation of Phone Card Services to Tel.Pacific or the gateway of Tel.Pacific by the Customer entering the correct PIN.

"Agreement" means this entire agreement between Tel.Pacific and the Customer, which supersedes all prior representations, agreements, statements and understandings, whether verbal, or in writing.

"Customer" means all persons, companies or other entities identified on the application for Tel.Pacific telephone access; "Tel.Pacific" means Tel.Pacific Pty Limited ACN 073 079 268 and ABN 99 073 079 268 and its employees, officers and agents;

"We, us, our" collectively mean Tel.Pacific.

"Services " means domestic and international long distance services, and goods in any tangible materials, facilities or products provided or to be provided by Tel.Pacific. Services all means all kind of services, including but not limited to pre-paid phone cards, resale carrier services, IDD, STD and mobile. Each of these services can be found in the service directory of Tel.Pacific, which is available on

our website (www.tel-pacific.com.au). Our services are not available from all telephone lines and it is not possible to use our services to make all types of telephone calls. Further information is available in Tel.Pacific service literature.

"Supplier" means facilities and services of our own or those of other carriers, telecommunications service providers and/or suppliers

2. Warranties

Subject to the Trade Practices Act and other laws, Tel.Pacific does not make any guarantee, warranty, or representation (either expressly or implied) in connection with the Services, and is not liable for any cost, liability or damage whether direct or consequential, arising out of Tel.Pacific's supply or failure to supply the Services.

If Tel.Pacific breaches any warranty implied by the Trade Practices Act, or any other warranty implied by law, which cannot be excluded, Tel.Pacific's liability for any such breach will be limited (at Tel.Pacific's discretion) to:

- a) In the case of the Services, to supply the Services again, and
- b) In the case of a malfunctioning Tel.Pacific Phone Card, replacement with a Tel.Pacific Phone Card having a stored value equal to the unused stored value of the malfunctioning Tel.Pacific Phone Card. The replacement of Phone Card should be made through the shop or place where the card was originally purchased.

Tel.Pacific makes no guarantee, warranty or representation (either expressed or implied) in respect of the quality of any calls made using your Tel.Pacific Phone Card.

3. Charges to your Phone Card

Any call made using your Tel.Pacific Phone Card, whether by you or any person, and whether authorised or unauthorised by you, will result in the stored value of your Tel.Pacific Phone Card being decremented in accordance with the call charges published from time to time.

4. Charges to Your Phone

Tel.Pacific is not liable for any surcharges imposed on calls made to access the Service. To access the Service, the user must call the applicable access number and separately pay their fixed or mobile telephone service provider, or Long Distance (STD & IDD) service provider for the cost of connection to that access number.

Calls made from mobile phones may incur additional fees and charges from your mobile phone service provider. Hotels may impose additional fees and charges to access Tel.Pacific's service numbers.

5. Recharging Your Phone Card

You may only make or continue calls whilst you have valid call credit available; you may add value to your card by visiting our website, or calling Tel.Pacific Customer Service on 1300 736 900 and using your credit card.

The expiry period of Your Tel.Pacific Phone Card is shown on the card. If the card has additional value added to it by calling our Customer service and topping up your Tel.Pacific Phone Card, the expiry is extended by original expiry period from the last top up date. Unused stored value remaining on your Tel.Pacific Phone Card on the expiry date is not refundable.

6. Limitations

Unused stored value on a Tel.Pacific Phone Card is not redeemable or refundable. Your Tel.Pacific Phone Card cannot make calls to 13, 1300, 1800 or 1900 numbers, or calls to directory or operator services.

All rates are subject to change without notice.

Tel.Pacific will not replace a lost or stolen Tel.Pacific Phone Card. Your Tel.Pacific Phone card can only be used from a tone phone.