

# Tangerine Telecom Customer Terms

## Mobile Telephone Service Schedule (applicable to services before 16 September 2022)

### **1 Application**

This Service Schedule applies to you if you signed up to receive a Mobile Telephone Service from us prior to 16 September 2022 and you have not changed the plan associated with that Mobile Telephone Service on or after that date.

### **2 Partner Requirements – Mobile Telephone Services**

Where we supply you with a Mobile Telephone Service:

- (a) If arrangements between our Wholesale Supplier and us are terminated, our Wholesale Supplier may arrange to supply you directly. You acknowledge that the rate plan applicable to the provision of Mobile Telephone Services to you may be altered to the nearest applicable rate plan of our Wholesale Supplier in the event that our rights and obligations under your Contract are assigned or novated to our Wholesale Supplier so that our Wholesale Supplier provides the Mobile Telephone Services directly to you.
- (b) You may not resell or resupply the Mobile Telephone Services provided by us.
- (c) We shall have the right to assign or novate all or part of its rights and obligations under your Contract to our Wholesale Supplier without your consent. You cannot assign or novate all or part of your rights and obligations under your Contract other than in accordance with this clause 1(c).

For the purposes of novation, you agree to novate your Contract to our Wholesale Supplier on receipt of a notice from either us or our Wholesale Supplier, such novation to be on terms no less favourable than the terms of your Contract in existence immediately prior to the novation.

- (d) You consent to allow us to disclose to our Wholesale Supplier (or its Related Bodies Corporate) your details including information relating to your affairs or personal particulars (including any listed or unlisted telephone number, address and account history) or carriage services supplied to you.  
You consent to allow our Wholesale Supplier (or its Related Bodies Corporate) to use that information in order to facilitate the supply of carriage services to you by us or our Wholesale Supplier. Without the express permission of us, our Wholesale Supplier (or its Related Bodies Corporate) may not directly contact you with offers and information via electronic messaging (such as SMS) for marketing purposes.
- (e) Our Wholesale Supplier is not liable to you (in contract, tort (including negligence) or otherwise) in relation to any Mobile Telephone Service resupplied to you by us, any delay or any failure to provide Mobile Telephone Services.
- (f) You promise that you are not a Carrier or Carriage Service Provider (as those terms are defined in the Telco Act).
- (g) If you become a Carrier or Carriage Service Provider, then we or our Wholesale Supplier may immediately cancel the Mobile Telephone Service by notice to you. If we or our Wholesale Supplier does so, that party will negotiate in good faith with you to enter into an agreement governing supply of the Mobile Telephone Service, on terms to be agreed.