

SERVICE DESCRIPTION

I ABOUT THIS SERVICE DESCRIPTION

- (a) This is the *service description* for the PPS Calling Card Service. This *service description*, together with *your application*, the *consumer terms*, the *standard pricing table* and the *appendices*, forms the *agreement*.
- (b) You may obtain a copy of the latest version of the *consumer terms service description*, *standard pricing table* and *appendices* from us or on this website: www.ppscards.com.au
- (c) Where you may be charged a fee or a charge, then this fee or charge can be found in the *standard pricing table*. Please check the *standard pricing table* carefully to see what fees and charges apply to your use of the service.
- (d) The meaning of the words printed *like this* is set out at the end of this *service description* or in the *consumer terms*.

2 THE SERVICE

2.1 What is the service?

The *service* allows you to make calls from:

- (a) fixed line services;
- (b) mobile services; and
- (c) some overseas services

at the rates specified on your *PPS Calling Card* (plus any dial in charges) on the Optus network for your own personal use only.

2.2 Who supplies the service?

Pre-Paid Services Pty Limited (ACN 094 689 219) (PPS) supplies the *service* to you .

2.3 Coverage

- (a) The *service* is not available in all areas of Australia. The *service* will be available where there is access to a fixed line or mobile network by dialling the access code as specified on your *PPS Calling Card* or as specified on our website www.ppscards.com.au .
- (b) In areas that the *service* is available, it is technically impracticable for us to guarantee that:
 - (i) the *service* is available in each place within an area where there is coverage,
 - (ii) 'drop-outs' will not occur during a call, and
 - (iii) there will be no congestion on *our network* .
- (c) Due to technical reasons, we are not able to guarantee that calls to '13' prefix numbers will be diverted to the nearest location for that '13' prefix number.

2.4 Use of the service

(a) In addition to any other obligations you may have under the agreement (including your obligations under the *consumer terms*) you must not:

(i) make calls on *our network* other than for *your own personal use*, as described in clause 2.1 above,

(ii) wholesale any service (including transit, refile or aggregate domestic or international traffic) on *our network*, or

(iii) use the service (including any *PPS Calling Card*) in connection with a device that switches or reroutes calls to or from *our network* or the *network* of any *supplier*,

without obtaining *our* written consent first. We may give or withhold *our* consent, or make *our* consent subject to conditions, in *our* discretion.

(b) If you breach paragraph (a) above, we may, in addition to and without limiting *our* other rights under the *agreement*, immediately suspend or *cancel the service* by giving you notice.

3 SERVICE CHARGES

3.1 What does the cost of the service depend on?

The cost of the service depends on:

(a) the *PPS Calling Card* and relevant *pricing plan* you select; and

(b) *your use of the service* (including, for example, length of call, time and day of call (which may not be the local time where the call is made), destination of call and call type, and *your use of any value added service features*).

3.2 Pricing plans

The *PPS Calling Cards* in the *standard pricing table* vary in relation to the:

(a) *pricing plan* and surcharges

(b) *call credit validity period* ,

(c) timing of charges

3.3 Selecting a pricing plan

(a) When you purchase a *PPS Calling Card* , you choose the *pricing plan* relevant to the *PPS Calling Card* purchased.

(b) You may purchase a new *PPS Calling Card* and *pricing plan* at any time subject to availability of the *PPS Calling Cards*.

3.4 How will you be charged for calls?

(a) The cost of each call will be deducted from the current credits on *your PPS Calling Card*.

(b) You will not be sent any bills, invoices or statements recording calls made.

(c) The service charges for outgoing calls:

(i) are generally based on an initial charge interval and subsequently further intervals over the *chargeable calling time* . The service charges for part of an interval will be rounded up to the next interval, or

(ii) may be on a per call basis for a set amount of time. These calls are set out in the *standard pricing table* , and

(iii) may include a *flagfall* .

3.5 What calls will you not be charged for by us?

(a) You will not be charged for *unsuccessful calls*.

(b) You will not be charged for checking your balance using the *PPS IVR*.

3.6 Credits

(a) Subject to paragraph (b) below, credits cannot be converted into or redeemed as cash and cannot be applied against other services you may have with us .

(b) Where the *service* is not cancelled for convenience, any credits remaining on *cancellation of the service* are forfeited.

4 PPS CALLING CARD

4.1 How do you connect to the service?

(a) To be able to connect to the *service*, you need a *PPS Calling Card* .

(b) You can:

(i) obtain a *PPS Calling Card* from an authorised distributor or retailer of *PPS Calling Cards* , or

(ii) obtain a *PPS Electronic Voucher* from an authorised electronic distributor or retailer of *PPS Electronic vouchers* , or

(iii) obtain a PIN number online.

(c) To connect to the *service* you need to:

(i) dial one of the access numbers on your card or on our website, www.ppscards.com.au; and

(ii) enter your PIN number.

4.2 Who owns the *PPS Calling Cards*?

(a) Once you purchase a *PPS Calling Card*, you own the *PPS Calling Card* and it remains your property at all times.

(b) However, you must not interfere or impair or attempt to interfere or impair in any way the operation of the service.

4.3 What do you do if your PPS Calling Card is lost or stolen?

- (a) We are not responsible for any lost or stolen PPS Calling Cards.
- (b) You are responsible for all charges for calls made using the lost or stolen PPS Calling Card.
- (c) If your PPS Calling Card is lost or stolen, we may cancel it in accordance with clause 7(a)(i).

5 CREDITS ON THE PPS CALLING CARD

5.1 What happens if your PPS Calling Card is below the minimum call credit ?

- (a) You cannot make any calls if the credits on your PPS Calling Card account are below the minimum call credit for all call types, except to the PPS Customer Service line and PPS Calling Card IVR recharging facility
- (b) You cannot make a call for which the credits in your PPS Calling Card are insufficient to meet the minimum call credit for calls of that type.
- (c) We may terminate a call without notice if the credits run out during a call.
- (d) A low-balance warning may be activated when a PPS Calling Card account reaches a balance of \$4.50. This figure may be changed from time to time

5.2 When do you need to add the minimum credit ?

- (a) The call credit validity period:
 - (i) irrespective of whether the PPS Calling Card account currently has available credits, you must add at least the minimum credit to your PPS Calling Card account within the call credit validity period .
 - (ii) If you do not add at least the minimum credit in accordance with paragraph (i) above, the remaining balance on your PPS Calling Card account will be forfeited at the end of the call credit validity period and your PPS Calling Card account will be set at a zero credit balance
 - (iii) You cannot claim a refund or credit for any forfeited credits.
 - (iv) We are under no obligation to notify you that the credits are about to be or have been forfeited.
 - (v) Each time credits are added, a fresh call credit validity period begins.
 - (vi) If you use all of your credits before the expiry of the call credit validity period , the additional period does not commence until the call credit validity period has expired.
- (b) The additional period
 - (i) If the balance of your PPS Calling Card account is zero because:
 - (A) your credits were forfeited pursuant to paragraph (a)(ii) above, or

(B) the available credits were exhausted through call usage,

you must add at least the *minimum credit* before the expiry of the *additional period* .

(ii) If you do not add at least the *minimum credit* in accordance with paragraph (i) above, we can *cancel the PPS Calling Card and PPS Calling Card account* without notice. If you add at least the *minimum credit* before the expiry of the *additional period*, the *PPS Calling Card and PPS Calling Card account* will be fully restored.

(iii) We may, but need not, make reminder calls to warn you that if you do not add the *minimum credit* before the expiration of the *additional period*, your *PPS Calling Card* will be cancelled.

5.3 Recharging your PPS Calling Card account

(a) You may recharge your *PPS Calling Card account*:

- (i) by purchasing a new *PPS Calling Card*, or
- (ii) by dialling the *PPS Customer Service line* ; or
- (iii) by using the *PPS Calling Card IVR*

(b) To recharge your *PPS Calling Card account* by credit card on the *PPS Customer Service line* or *PPS Calling Card IVR* , you need to call 1300 200 500 or one of the access numbers on your card and pick the recharge option on the menu. You can only use your credit card to recharge your *PPS Calling Card account* in this way. Using the *PPS Customer Service line* or *PPS Calling Card IVR*, you can recharge your *PPS Calling Card account*:

- (i) up to three times a day, or
- (ii) up to \$50 worth of credit per day

6 ACCESS RESTRICTIONS

The service cannot be used:

- (a) for some data, fax (including to make international fax calls (using the prefixes 0015 or 0019)) and paging services, or
- (b) to call information services such as premium voice services (including, for example, calls to 1901 or 1902 prefix numbers).
- (c) PPS reserves the right to block certain services as we see fit.

7 Our additional rights of suspension and cancellation

(a) In addition to our rights under the consumer, we may suspend or *cancel the service* without prior notice if:

- (i) you fail to add at least the *minimum credits* as required by clause 5 above;
- (ii) we are informed and advised by law enforcement authorities to do so;

(iii) you engage in fraudulent recharge behaviour (including unauthorised attempts to recharge).

(b) In addition to our rights under the *consumer terms*, we may cancel the service by giving six (6) months notice which will be published in at least one major daily newspaper in each capital city in Australia.

8 SUPPLIER AND THIRD PARTY SERVICES

You acknowledge that:

(a) the service relies on the services of *suppliers* for its operation, who are not controlled by us, and

(b) we do not exercise any control over, authorise or make any warranty regarding:

(i) your right or ability to use, access or transmit any *content* using the service,

(ii) the accuracy or completeness of any *content* which you may use, access or transmit using the service,

(iii) the consequences of you using, accessing or transmitting any *content* using the service, including without limitation any virus or other harmful software, and

(iv) any charges which a third party may impose on you in connection with your use of their services accessed via the service.

9 WHAT DO TERMS IN *The agreement* MEAN?

access line means a line or link and the ancillary *facilities* over which a telephony service is delivered, connecting the *premises* where the telephony service is delivered to a local exchange of a *carrier* or *carriage service provider*.

call credit validity period means the number of days, from the date of call credit activation until the date of call credit expiry, within which you must add the *minimum credit* to your account. The relevant number of days is set out in the *standard pricing table*. There may be two different *call credit validity periods* - one following the initial activation of your *pre-paid account* (*initial call credit validity period*) and another following subsequent activations (*recharge call credit validity period*).

chargeable calling time means that part of each call's duration for which you are charged. The *chargeable calling time* commences when the call is answered and finishes when the circuit established for the call is released at the local exchange or other *network facility* which connects you, or the other exchange or *network facility* at which call duration is measured.

flagfall means a connection charge or an initial charge per call.

minimum call credit means the smallest amount of credits needed to make a type of call.

minimum credit means the smallest *recharge card* or amount which can be used to purchase credits for the service. The *minimum credit* is set out in the *PPS service literature*.

national long distance call means a call made to an *access line* within Australia and does not include *mobile prefixes*

PPS service literature means any current brochure, customer guide or tariff guide published from time to time by us in connection with the provision of the service.

PPS Calling Card means the physical card you purchase in accordance with clause 4.1 above which provides you with access to the service.

PPS Electronic Voucher means the electronic voucher you purchase in accordance with clause 4.1 above which provides you with access to the service

our network means the PPS network , which is part of the network used to supply the service to you .

PPS Calling Card account means the electronic account associated with your PPS Calling Card to which credits are added.

unsuccessful call means a call which is not successfully connected to a called number (including a number to which a called number diverts), including where:

- (a) the called number is engaged, disconnected or out of order,
- (b) the called number cannot be accessed using the service , or
- (c) there are network or other service failures that have caused temporary interruptions to the service .