



Consumer Guide

September 2019

Version 1.3

1. INTRODUCTION

This Consumer Guide describes the conditions under which we supply retail services to our customers. Bmobile is committed to providing the best possible service to our customers and it is important that you the customer understand how we will do our best to look after you, and that you know how you can help us to provide the best possible service.

This Guide is divided into 12 sections, as follows:

1. Introduction
2. Where to find Bmobile Offices and Dealers
3. Terms and Conditions for Bmobile Prepaid and Postpaid Services
4. Post Sale Support or Assistance
5. Making an enquiry Regarding the Supply of a Retail Service
6. Checking Your Account, Subscription, Billing Data or Usage
7. Lodging a Complaint
8. Procedures for Handling Complaints
9. Suspension, Disconnection and Cancellation of Services
10. Protecting Your Privacy
11. Provision of Services
12. Quality of Service

This document is provided in up to date form only on the Bmobile web site www.bmobile.com.pg. While you may be provided with a printed copy, you must confirm the terms of the Consumer Guide are up to date by checking the web site or calling the Customer Care Centre as follows:

1555 (or) 7600 3555 Monday to Sunday 07.30am to 9.30pm.

2. WHERE TO FIND BMOBILE OFFICES AND DEALERS

Offices and their opening hours are set out below. This information is also available on our website ([https://bmobile.com.pg/home/store Locations](https://bmobile.com.pg/home/store_Locations)).

Bmobile Store Locations	Area of Retail Outlet	Operating Days	Operating Hours	Contact
Bmobile Head Quarter at Telikom Rumana Building	Ground Floor, Left of Main gate	Monday -Friday	8am - 5pm	7600 3500 / 3259400
Waigani Drive Retail Store	Opposite BSP Waigani	Monday - Friday Saturday	9am - 5pm 9am - 12pm	7600 3500 / 3259400
Boroko Post Office	Inside the Post Office building	Monday - Friday Saturday	8am -4pm 8am- 12pm	76230752
Waterfront Foodworld Store Waterfront	Inside the Waterfront store building	Daily	9am-8pm	76230754
Vision City Mall	inside the Vision City Mall building	Daily	9pm - 8am	76230758
Bmobile Lae Office Retail Store	Post PNG Building	Monday - Friday	8am -5pm	76001122 /76001107
Papindo Lae Mall Kiosk	Level 3	Daily	8am-6:30pm	76001122 /76001107
Bmobile Hagen Office Retail Store	Post PNG Compound	Monday - Friday Saturday	8am - 5pm 8am-12pm	76001095
Hagen Kagamuga Kiosk	Kagamuga Airport	Monday - Friday Saturday	8am - 4pm 8am-3pm	76001095
Bmobile Goroka Retail Store	Bird of Paradise Hotel, Suite 17	Monday - Friday Saturday	8am - 5pm 8am - 12pm	76001509/7600 1766

The following are our distributors:

	Bmobile Distributor	Address	Area of trading	Contact
NCD/ Central Province	Baobao Trading Limited	P.O Box 368 Port Moresby NCD	Section 65 Allotment 6 Taurama Road	Susan Yi Xu M: 762 8288 E: baobaopngsales@gmail.com
	Winsystem (PNG) Limited	P.O Box 208 Vision City NCD	1st Floor, RH Hypermarket Gordons	Robert Olivers M: 7598 6596 E: robert.olives.tecom@gmail.com
Morobe Province	Jake Limited		Section 8 Allotment 264 East Taraka (Opposite UniTech gate)	Tumbo Bamin M: 757 61106 E: tbamin10@gmail.com
Eastern Highlands Province	Zion Eagle Investments	P.O Box 642 Goroka, EHP	Diwai Hut Lodge North Goroka	Peter Garin and Esther Garin
	Comsat	P.O Box 649 Goroka, EHP	Goroka Bowling Club	M: 75619946 E: peterkgarin@gmail.com Wilson Unua
Madang Province	Ela Enterprises Limited	P.O Box 1252 Madang	Ela Emporium Madang Town	M: 7616 6494 E: wilson@zzahaqoo.com.pg
East Sepik Province	George Seto & Company Limited	P.O Box 69 Wewak, East Sepik Province		Dhawal Patel Landline: 422 2791

Dealers offices are set out below:

Region	Contact Person	Contact Number	Town	Segment Type
Bougainville				
Jerohi Service Station test Spirit of Arawa	Clair test Bernadette Chee	test 2799926	BUKA test BUKA	Dealer Dealer
Central				
Jenny Oah Kwikila Supermarket Titan Supermarket	Mary Oah Paulo Paulo	76924099 7698 8888 7699 8888	BUKA KWIKILA KWIKILA	Dealer Reseller Reseller
Chimbu				
Sika LTD TNA Holdings	Deva Gerard Phillip	5351352/72656513 5351378	KUNDIAWA KUNDIAWA	Reseller Reseller
East New Britain				
Spirit of Kokopo Agmark Group of Companies Andersons Foodland John & J Seeto Alanda Trading Dima No.19 Ltd Spirit of Kimbe Witherlam Investment Spirit of Rabaul Tropicana Islands Petroleum Carpenters CPL Pacific Industries A & J Trading	Bernadette Chee Jenny Roboam/ John Nightingale Terry Hagar Irene Seeto Kelly Lin Joe Lin William Lamur Bernadette Chee Taro Taylor Chairmindah/ Samantha Padmawansa Greg Farrell Alvin/Vicky	9828336/9829015 71643394/9829055 9829144 9828888 9829813 9828845/8882 9821752 9823233 9839311 9821144/9821145 71441234	KOKOPO KOKOPO KOKOPO KOKOPO KOKOPO KOKOPO POMIO RABAU RABAU RABAU RABAU RABAU RABAU RABAU	Dealer Reseller Reseller Reseller Reseller Reseller Dealer Reseller Dealer Reseller Reseller Reseller Reseller
East Sepik				
Tangmow Ltd George Seto & Co. Ltd Christian Books Melanesian Garamut Enterprise Jade Island Trading Rong song	Rob Johnson Denis Seto Walter Wetzal/ Georgina Foeng Maxwell Yan Mary/Anthony	456 2055/456 2626 456 2182/76950370 456 2275/456 2300/2275 457 5/41 76893865/4562201 4561080	WEWAK WEWAK WEWAK WEWAK WEWAK WEWAK	Dealer Reseller Dealer Dealer Dealer Dealer
Eastern Highlands				
Bintangor Enterprise Goroka Mini Mart Senja Trading Gateway Coffee Shop Istana Trading Goroka Food Art Hong Cheng Weida Trading Office Works 123 Limited Redstar Trading Highlands Wantok JJ Enterprise Limited	Simon Sia Michael Michael Ian Avinesh Wilson John/Alex Didi Vincent/ Collin Joe	5322888/ 7322888 5322259 76975222	GOROKA GOROKA GOROKA GOROKA GOROKA GOROKA GOROKA GOROKA GOROKA GOROKA GOROKA GOROKA GOROKA	Dealer Reseller Reseller Reseller Reseller Reseller Reseller Reseller Reseller Dealer Reseller Reseller
Enga				
Acess 414 Ltd			WABAG	Reseller
Gulf				
ANDQ Trading Aleana Electrical	Willie Chen Pala		KEREMA KEREMA	Reseller Reseller
Hela				
Niall Kup	Niall Kup	76598979	KEREMA	Dealer
Madang				
Ela Enterprise Zhou Trading M & Stang Enterprise Sunshine Trading Madang Wantok Madang Butchery Madang CBM Eon Trading Flamingo Ltd	Jalu Patel Chris Tsang Brendan Litz	42223535/76865145 4222428 4223055/72244133 4221905	MADANG MADANG MADANG MADANG MADANG MADANG MADANG MADANG	Dealer Reseller Dealer Dealer Dealer Reseller Reseller Reseller
Manus				
Pokapin Enterprise Ltd	Irima Pokapin		LOREGAU	Dealer
Milne Bay				
Cheongs Supermarket Alotau Enterprise Ltd Jade Island Trading Nambawan Stoa	Kevin Chen Bert Perez Maxwell Yan		ALOTAU ALOTAU ALOTAU BULOLO	Dealer Dealer Dealer Dealer

Morobe

	Contact Person	Contact Number	Town	Segment Type
Zheng Trading			LAE	Dealer
Pelgens			LAE	Dealer
Seeto Kui	Mark Foug	4721111	LAE	Dealer
Chemcare Pharmacy			LAE	Dealer
P & M Enterprise			LAE	Dealer
Soo Traders			LAE	Reseller
Xinglong Enterprise	Nicky		LAE	Reseller
Lilu Friendship	Jimmy Ling		LAE	Reseller
BNDL Trading			LAE	Reseller
Lotus Enterprise			LAE	Dealer
Wia Trade			LAE	Dealer
Lucky star			LAE	Dealer
Raumai#18			LAE	Dealer
JS Enterprise			LAE	Reseller
Stephens Trading			LAE	Dealer
Salu Enterprise			LAE	Reseller
PC 2000			LAE	Reseller
Hetadikaka			LAE	Reseller
Alkath (MBC)			LAE	Dealer
Radtel PNG			LAE	Dealer
Morobe Provincial Govt			LAE	Dealer
Telabe Enterprise			LAE	Dealer

NCD

	Contact Person	Contact Number	Town	Segment Type
Supreme Industries	NISHITH/EUNICE	3250000	NCD	Dealer
Rad Tel (PNG) Ltd	YIN DAI	3252555	NCD	Dealer
Baobao Ltd	SUSAN	3239738	NCD	Dealer
Tanpac (PNG)Ltd			NCD	Dealer
KR Supermarket		76965653	NCD	Reseller
Pacific Wealth Management	PAUL HARRIS/MAER	3259771/76212901	NCD	Dealer
Acetech Limited	PHILLIP GUNZMENT	3202134	NCD	Dealer
Chin H Meen	GRACE CHIN	3256644	NCD	Dealer
City Pharmacy Limited	JACOBETH/ HERCULANO	3120000	NCD	Dealer
New Century Electronics		3113588	NCD	Dealer
Moneterey Investment			NCD	Reseller
Wintop Investment		312 1200	NCD	Dealer
JMART			NCD	Reseller
Jade Island Trading			NCD	Reseller
Gordons Wholesale			NCD	Reseller
Bhuyai Wholesale			NCD	Reseller
Bismillah Department		3262858	NCD	Dealer
Reka Holdings Ltd			NCD	Reseller
Choulai		3213618	NCD	Reseller
PB Chueng		321 3733	NCD	Dealer
JWK Technologies	Erick/ Luke	3256618	NCD	Dealer
Patricks Transport	Leung Chan	3200661	NCD	Dealer
Kwik Distribution	Zarzar	3201416/3237733	NCD	Dealer
Pypon Trading			NCD	Reseller
Comserv L	Lawrance Tang	3233311/76843739	NCD	Reseller
Theodist			NCD	Dealer
Green Fern			NCD	Reseller
Amazing Tech			NCD	Dealer
Health Link			NCD	Dealer
Aviat Club	Misa Evaroa	3214261	NCD	Dealer
Airways Hotel	Rita Kuruwa	3245307	NCD	Reseller
Holiday Inn	IRENE LEGGETTE	3032000/70313041	NCD	Dealer
Dream Inn	DELMAE HARU	3253600	NCD	Dealer
Brian Bell	Sean O Tool	3255411	NCD	Reseller
Datec PNG	Ravi Parkish	3031333	NCD	Reseller
ANDQ Trading			NCD	Reseller
Dept of Health			NCD	Dealer
Office of coastal fisheries			NCD	Dealer
Pacific Palms Property			NCD	Dealer
Anthony Pakakota	Anthony Pakakota	76001011	NCD	Dealer
Joseph Mantu	Joseph Mantu		NCD	Dealer
Mary rau	Mary Rau		NCD	Dealer
Joe Momon	Joe Momon		NCD	Dealer
May Bank			NCD	Reseller
Henry Rage	Henry Rage		NCD	Reseller
Kuntila No3	Thuya	7210827	NCD	Reseller
Crown Plaza	Maria Kakius	3033490	NCD	Reseller
Coral Seas Hotel	Ely Adoremos	3278100	NCD	Reseller
Ela Beach Hotel	Stuart Johnson	3212100 ext 502	NCD	Reseller
Grand Papua Hotel	Sofa/ Antonia Pires	3040000/3040158	NCD	Reseller
Hotel Hodava	Nelson Macababil	3238377	NCD	Reseller
Loloata Island Resort	Olinda Bunena	3258590/3251369	NCD	Dealer
Royal Papua Yacht Club	Ella Kasu	3211700	NCD	Dealer
Mary Joan	Mary Joan		NCD	Dealer
Samantha Walter	Samantha Walter	76166017	NCD	Dealer
PM & NEC -MEDIA UNIT		76422601	NCD	Dealer
Olive Veali	Olive Veali		NCD	Dealer
Milner Drive Trading			NCD	Dealer
Remax Ltd	Ricky Yu	76837780	NCD	Dealer
Anitua Supermarket	Jinah Sumbuk	9864446/4228/76773258	NAMATANAI	
Simberi Gold Company Ltd	Nanai Sibona/Ben Tucker		SIMBERI	

West New Britain

	Contact Person	Contact Number	Town	Segment Type
Spirit of West New Britain	Taran Chee	9835601	KIMBE	Dealer
Rongsong Ltd	Willie/Andy/Nancy	4571680	VANIMO	Dealer

Western Highlands

	Contact Person	Contact Number	Town	Segment Type
Timininga (Bustbuys)	Christine		5421577 HAGEN	Dealer
GST Trading	John Lin	5422311/76979999	HAGEN	Reseller
Shoe House Enterprise	Nathan		5423688 HAGEN	Reseller
Scott Telpa Distributors	Scott Telpa		71544499 HAGEN	Reseller
Daewon Trading	Dany Kang	5421097/71544499	HAGEN	Dealer
Top Town Building	David		70699996 HAGEN	Reseller
OSK Limited	Angela Kim	5423698/70560001	HAGEN	Dealer
Tribe Security Service	Samuel Anis		76039188 HAGEN	Dealer
FMK Trading	Freddy		73001427 HAGEN	Dealer
Namba Investment	Raphael	5423828/72735685	HAGEN	Dealer
Kelta Potatoes	Dot Kawagla	5422248/76853371	HAGEN	Dealer
Niall Kup			HAGEN	Reseller
Albert Wakupa	Albert Wakupa		73557830 HAGEN	Reseller
Christian Books Center	Jerry Wamo		5421408 HAGEN	
Our Stationary	Bill Dokta		5420180 HAGEN	

3. TERMS AND CONDITIONS FOR BMOBILE'S PREPAID & POSTPAID SERVICES

These terms and conditions, the terms and conditions of any applicable products and our Prepaid and Postpaid services ("the Services") options or promotions and the application form shall govern the relationship between Bmobile (PNG) Limited ("", "we", "us" "our", "the company") and the user ("you", "your" "the Customer") for the use of the 2G, 3G and 4G mobile telecommunications ("the Network") services provided by our mobile or other telecommunications network and systems and accessed by you by means of your type approved mobile handset ("the Handset") and the Subscriber Identity Module Card ("SIM Card") which is connected to the Network - the Handset and the SIM Card are together referred hereafter as "the Equipment" - and they shall constitute a legally binding contract ("the Contract") between the parties once we have accepted your application for the provision of these Services.

Connection and activation are subject to satisfactory risk assessment, credit rating and/or receipt of a deposit, the level of which shall be determined at the sole discretion of Bmobile. This Contract supersedes all prior representations, arrangements, understanding and agreements between us and you. Please note that various related products and services of and/or third parties, as well as our promotions and competitions, may be subject to additional terms and conditions, which you are advised to read. By using these Services, you have agreed to these Terms and Conditions, which can also be found briefly on our website (<https://bmobile.com.pg/TermsConditions>).

To the extent permitted by law, we reserve the right to amend or unilaterally change a part or the whole of the Services and/or these Terms and Conditions subject to notifying you of any material amendment. Such notification may be by way of advertisement in the national media and/or our website and/or SMS and/or email. If the Service is used by you after our notice of amendment, then it shall be deemed accepted. Please note that Partner Dealers or any third parties are not authorized to amend this Contract or to agree any provision which is inconsistent herewith.

Any notice that a Customer is required to send to Bmobile shall be sent to the registered office in Papua New Guinea, details of which may be found above and also on our website (https://bmobile.com.pg/store_Locations). This Contract is personal to you and shall not be assigned or otherwise transferred in whole or in part. You may not assign or otherwise transfer the Contract in whole or in part without your consent. Any waiver, concession or extra time permitted by Agreement is limited to the specific circumstances in which it is given and does not affect the rights of Bmobile under this Contract in any other way.

This Contract is governed and construed in accordance with the laws of Papua New Guinea and the parties submit to the exclusive jurisdiction of the Courts of Papua New Guinea.

3.1. Customer Obligations

The Customer is responsible for the acts and omissions of all persons using the Equipment, whether or not authorized by you. Without prejudice to the generality of the former obligation or to any provision of this Contract, the user agrees to:

- (a) provide valid proof of identity that we deem acceptable;
- (b) not to use or permit the use of the Services or the Equipment for any improper, indecent, obscene, unlawful, unauthorized, defamatory or fraudulent purpose or to cause any injury, offence or annoyance to any person or to send unsolicited commercial messages to any person;
- (c) not to use or permit the use of the Service or the Equipment so as to cause the operation of the Network or the quality of the Service to be jeopardized, impaired or interrupted or to interfere with the integrity or security of any telecommunications or IT network or system;
- (d) only use our recommended Equipment with the Network, to comply with all laws, regulations and user guides governing its use and to remain solely responsible for the manner in which the Equipment is used, including for all charges and costs related to and/or incurred by your SIM Card, including all costs associated with its unauthorized use, including by persons from whom you have withdrawn your authorization for use of your Handset and/or SIM Card;
- (e) comply with all reasonable instructions or requests of or an authorized authority, in particular with respect to the manner of using the Equipment and/or Service, the investigation of offences and/or the migration to newer technologies;
- (f) notify us in writing 5 days prior to billing if any of your customer data, contact information or financial information has changed;
- (g) immediately report and confirm in writing, if your Handset and/or SIM Card has been lost, stolen, damaged or used without authorization;
- (h) reimburse us for all costs and expenses, including reasonable legal fees, incurred as a result of us deeming it necessary to enforce our rights hereunder by way of legal or other action;
- (i) not to incite, encourage or induce members of the public to call a particular numbers simultaneously where this may adversely affect the Service and/or the Network.

3.2. Service Period

Prepaid users will continue to use the service as long as your account is topped up with credits and not remain dormant for a period of 1 year.

For post-paid customers, the service will be activated upon signing of the application form, agreeing to a minimum contract period (Minimum Contract Period) in respect of the contract which shall commence on the date of signature of the application form for this contract and in respect of individual users shall commence on the date of the individual mobile number which was added to your plan.

3.3. Security Deposit for Post-paid Customers

Post-paid customers will be required to make a security deposit in order to be connected or reconnected to the Network. This security deposit may be refundable without interest after this Agreement is terminated and all outstanding monies due to us have been recollected.

You are also required to pay a deposit to be specified by us for the ability to roam or use your phone on another GSM network with which we have a roaming agreement. These security deposits may be used at Bmobile's sole discretion, to settle any outstanding debts owed to us at any time. A security deposit does not absolve you from your liability to pay for the Services rendered through the Bmobile SIM Card, including all costs associated with its unauthorized use.

3.4. Credit Limit for Post-paid Customers

You will be notified of your monthly credit limit when your application is accepted by us. We reserve the right to increase or lower your monthly credit limit at any time and from time to time, without prior notice. You agree that your monthly debt will not exceed your monthly credit limit. Your credit limit, established at our discretion, relates to your current usage. Service may be suspended if your account usage exceeds this limit.

3.5. Terms applicable to CUG

A monthly CUG fee is payable for each calendar month or part thereof. CUG services, such as minutes and SMS shall expire at the end of each calendar month and no credit for unused services will accrue to you. Unused services will not carry forward from calendar month to calendar month.

3.6. Service Charges

Our tariffs for the Service, as amended from time to time, also form part of this Contract. We reserve the right to alter such tariffs and will notify the customer of such a change by notice in writing and/or via national media and/or via our website and/or via SMS and/or email. If the Bmobile Service is used by you after our notice, then it and the amended charges shall be deemed accepted. Customers may use their Service while located outside Papua New Guinea, however access to local networks shall depend upon the arrangements between local operators and Bmobile. Special charges shall apply to such Customers who are using the Service outside Papua New Guinea.

3.7. Payment

When you use the SIM Card and/or Services, you incur a debt. Service charges, subscription fees, GST, regulatory fees, surcharges and/or other charges or taxes incurred in relation to the Service will be added to your debt and will form part of it. You agree to repay this debt to Bmobile at any designated collection centre. We reserve the right to reject and/or disallow cheque payments made otherwise than by certified or company cheque. If payment is made by cheque (certified or company cheques only accepted) or any other instrument, a return fee may be charged by the company, should this method of payment be dishonored. We reserve the right to reject and/or disallow cheque payments from you once dishonored cheques have been processed through your account. We reserve the right to charge interest on overdue amounts at a rate of 5% per annum over the prime lending rate as instructed by the Bank of Papua New Guinea (i.e., the central bank). We are not liable for any loss or damages suffered as a result of the use of, or failure in any bill payments services. We are in no way obligated to provide Service to you if you have defaulted in payment of any sums due by you. In this event, we reserve the right to charge a reconnection fee and/or revise your payments terms and/or restrict your Service/feature types, prior to restoration of Service. Should you refuse to accept the Terms and Conditions of Service, we reserve the right to refuse to reconnect you. We may require you or your estate to pay your total debt immediately if you do not carry out your obligations under this Agreement or if you become bankrupt or insolvent, or die, or upon legal attachment, levy or execution against you, your estate or your property or if the Bmobile SIM Card is used contrary to this Agreement. Invoices will be sent to the billing address of the account holder only unless otherwise specified. Invoices will include: Fixed charges and credits that are one month in advance; Call charges and credits that are one month in arrears or more if previous bills have not been paid. GST will be added on charges where applicable. You agree to accept our records of a transaction as accurate unless you can provide contrary evidence that is satisfactory to us. Payment is due upon invoice presentation date, i.e., once the invoice is available to you. We will not be held responsible for customers' non-receipt of invoices delivered by post. Your statement is deemed to have been delivered to you on the day it is available for you to pick up, whether or not you do so. You must continue to make payments even when postal service is disrupted, as invoices can otherwise be obtained by contacting the Customer Care Centre. We reserve the right to contact you otherwise to seek payment of amounts due. All invoices generated will be available for reprint on request.

You may be required to pay for reprints. We reserve the right to change billing cycles and/or to issue interim invoices.

3.8. Foreign Currency Transaction

The amount of any transaction charged in any currency other than Kina will be billed and payable by you in Kina. We will make conversion from a foreign currency to Papua New Guinean currency at a rate of exchange determined by the Bank of Papua New Guinea and applied by Bmobile and relevant amount will be charged to your account.

3.9. Numbers, SIM Card, Handsets and Connection to the Network

Your Equipment is your responsibility. You must take every precaution to keep them safe. Only Equipment, as well as related accessories, that are approved by us shall be used by you to connect to the Service and Bmobile may from time to time specify the type of equipment that may be connected to or used by you in respect of the Service. You shall immediately upon demand disconnect any equipment or device from the Network which is not approved or does not comply with our specifications. In no event shall you interfere with any equipment provided to you by us for use with the Service. We accept no responsibility for the maintenance, repair or condition of equipment or devices which are not our property and you will maintain all equipment and devices in good condition which are used or connected to the Service.

(a) Numbers

The Customer shall not have any proprietary rights whatsoever in any mobile phone number allocated to the Customer by Bmobile from time to time. Bmobile reserves the right at any time to alter or replace a mobile phone number allocated to you or any other name, code or number whatsoever associated with our Service.

(b) SIM Card

Bmobile shall issue you with and license you to use a Bmobile SIM Card on the condition that the Bmobile SIM Card shall remain the sole property of and shall be returned to upon a request from or anyone authorized to act on our behalf. You must not interfere with the Bmobile SIM Card for any reason. Any SIM Card found to be defective (through no fault of ours) will require payment for its replacement, exchange or repair. Any Bmobile SIM Card found defective due to faulty workmanship or design may be replaced free of charge once returned within the warranty period specified.

(c) Handsets

All Handsets sold through our authorized dealer channel are locked to the Network. Customers are not permitted to remove, or have a third party remove the lock, without authorization in writing from us. Full details of the authorization format and unlocking process are available from Customer Care.

3.10. Warranty Policy

All handsets supplied by Bmobile come with a 1 month manufacturer warranty against production defects. In addition to the standard warranty Bmobile offers a 7 day DOA (Dead on Arrival) replacement policy. Warranty and DOA conditions are available at any Bmobile store upon purchase of handsets or you can be advised by calling customer care.

3.11. Mobile Caller ID

Our Network may allow the display of your telephone number on receiving equipment. Bmobile also reserves the right to include the Customer and your number in Bmobile's directory lists.

3.12. Copyright and Trademark

The information, data, documents and materials about the service, including any and all of information appearing on the Bmobile website are protected by copyright and all other Intellectual Property Laws and treaty provisions. The website, corporate names, service marks, trademarks (registered or at common law), trade names, logos and domain names are at all times the ownership and intellectual property of Bmobile Limited.

3.13. Customer Information and Disclosure

Customer information, including traffic data, such as data relating the conveyance of calls, the billing of calls, the routing of calls, the duration or the time of calls, the location of equipment or the identity of the network originating or terminating calls, may be processed by Bmobile for its own business purposes. By entering this Contract, the Customer explicitly consents to the use of such customer information for these purposes which include account management, billing, debt collection, credit assessments, market research, customer profiling, product and service development, marketing and customer care. Customer information may be retained for a reasonable period of time in a secure environment. Calls to our Customer Care may be recorded for training and quality control purposes. Bmobile shall find it necessary to disclose certain customer information to Bmobile group companies, other licensed carriers and 's agents for the purpose of providing the Service and also to third parties, including credit agents and other carriers, for the purpose of credit

referencing, fraud detection and prevention, debt collection, insurance claims.

Personal data, unless aggregated, is not otherwise disclosed to third parties, save where required or permitted by law, including our license obligations or Court orders. Bmobile reserves the right to refuse any request for account information where we are unable to verify that the requester is in fact the account holder, authorized contact or user of the account. We shall not become liable by reason of the giving of such information or of it being inaccurate or incomplete. In addition you agree that we may contact any person or reference provided by you to verify accuracy of account details. or our agents may from time to time contact the Customer by post, telephone, in person, email or text message regarding details of promotions or other products and services. The Customer hereby explicitly consents to such contacts.

3.14. Suspension & Termination

Bmobile may, without notice, suspend or terminate a Contract wholly or partially for any valid reason, including without limitation, where:

- (a) the Customer supplies at any time false, inaccurate or misleading information to;
- (b) the Customer fails to observe and or comply with any term or condition set out herein or any relevant law or any property right of ;
- (c) if for any reason is unable to provide the Service to the Customer or if intermittent checks, modifications and/or maintenance are deemed necessary to the Network;
- (d) the Customer fails to pay any sums due under this Contract or any other contract with on the due date specified in the invoice, notwithstanding the issue of any invoices thereafter;
- (e) the Customer is adjudicated bankrupt, becomes insolvent or makes any composition or arrangement with or assignment for the benefit of creditors;
- (f) Bmobile reasonably believes the Customer is unable to comply with payment obligations, represents a credit risk or exceeds any limit on charges imposed by or if is unable to contact the Customer following reasonable efforts;
- (g) the Customer notifies that their handset has been lost or stolen;
- (h) reasonably is of the view that the Customer is conspiring to defraud or interfere with the operation and quality of its Network, including without limitation causing congestion; or
- (i) the Customer attempts to bypass the Service and or Network. Should your access be interrupted or suspended in any of the circumstances outlined above, we are in no way obligated to provide Service to you. During any period of Service suspension, Bmobile shall disconnect the Customer's equipment from the Network and the Customer shall remain liable for all Charges unless Bmobile decides otherwise. Bmobile reserves the right to reconnect the Customer to the Network and to levy a fee on each suspended subscription and/or require revised payment terms, including security payments. Where Bmobile exercises any of its powers under this Clause, such exercise shall not prejudice or affect the exercise of any other right or remedy which may be available to Bmobile.

3.15. Exclusion of Liability

Insofar as it is permissible by law, Bmobile shall not be liable for any injury, loss or damage, whether foreseen or unforeseen, directly resulting from:

- (a) any failure, interruption, delay, suspension or restriction in providing the Service to you which is due to any act of God, government control restrictions or prohibitions, any other act or omission of any public or regulatory authority, whether local, national or international, an act of default of any supplier, agent or other person, strikes, work stoppages or labor disputes or any other cause whatsoever which in the opinion of is beyond the reasonable control of;
- (b) any suspension or non-availability of a part or the whole of the Service;
- (c) suspension or termination of this Contract;
- (d) any unlawful or unauthorized use of or access to the Equipment, Service and/or Network by the Customer or third parties;
- (e) any claim arising out of any act or omission by the Customer, its servants or agents or arising out of any reliance placed by such persons on call content;
- (f) any loss, theft or malfunction of the SIM and/or Handset;
- (g) any claim arising in relation to the provision or non-provision, maintenance or use of telecommunications lines, channels, equipment, networks or services or arising out of calls being dropped or data connections being lost or the failure to connect any call made to or by the Equipment for whatever reason. Bmobile, its associated or affiliated companies, their respective officers, agents, directors, principals, employees, attorneys, underwriters, successors and assigns will not be liable for or in respect of any effects, claims, actions, proceedings, suits and causes of action (whether at law or in equity and including emotional distress), liens, debts, damages, fatalities, losses or injury (whether property or personal, consequential or otherwise), judgments, liabilities, costs and expenses of every nature kind whatsoever, whether known or unknown, suspected or unsuspected, (altogether, "claims whatsoever") arising out of or in respect to the Equipment, Service, Network and/or any electronic or radio systems in equipment, vehicles or aircraft in your vicinity, or of any emissions or transmissions to, from, by or through the Network and/or Equipment. If we offer goods and/or services as agents of any principal providers(s), we will accept neither responsibility nor liability to you for the performance, loss of profit, emotional or mental distress or disappointment, or provision thereof by such providers so long as we have identified the providers to you and identified ourselves as agents. Nothing in the Agreements shall limit Bmobile's liability for (a) fraud or other criminal act (b) personal injury or death caused by Bemobile's direct negligence or (c) any other liability that cannot be limited or excluded by law.

3.16. Indemnity

You will indemnify and hold us, our affiliates, agents and contractors harmless against all damages or injury caused to the Service(s) and Network as a result of your negligence or failure to abide by your obligations hereunder or all claims arising out of your act or omission in conjunction with the Service(s) provided by us.

Bmobile does not accept responsibility for the security of any calls, including, but not limited to, EDGE Connections. The Customer uses the Service at its own risk and is solely responsible for adopting such appropriate security measures against unauthorized access to and interference with the Equipment (or associated software/hardware and data) as may be necessary. Bmobile may modify or suspend the Service and related Bmobile products and services wholly or partially, with or without notice, if such action is deemed necessary by Bmobile for the purpose of upgrading, maintaining, modifying or otherwise the Network or other systems or if such action is requested of Bmobile by an authorized authority. Bmobile shall make all reasonable efforts to minimize such Service disruptions.

Bmobile reserves the right, without prejudice to any other provisions of this Contract, to issue such reasonable instructions concerning the use of the Service and/or Network as may be necessary in the interests of safety, quality of service, other customers or telecommunications services as a whole, or for any other valid reason Bmobile deems sufficient. The Customer may not make certain types of Calls using the Equipment. Bmobile makes no representation and gives no warranty as to the quality, availability, suitability, authenticity or timeliness of any service provided by a third party. Bmobile reserves the right to suspend or withdraw access to all or any such services provided by a third party on a temporary or permanent basis at any time. The Customer's use of such services provided by a third party is at the Customer's sole risk and Bmobile shall not be responsible or liable for any loss or damage suffered by the Customer arising from the use of such services. Bmobile may be required to charge the Customer for such services.

3.17. Settling Disputed Charges

We must be advised of any disputed charge(s) that occur on an invoice. You will still be held liable for non-contested charges on the invoice which are deemed payable by due date. We will investigate the disputed charge(s) and notify you of the results. Non-payment of valid charges after investigations are complete may result in suspension of Service. If the disputed charge(s) are indeed errors, a credit of the amount disputed will be applied to your account.

3.18. Unenforceability

If a provision of this Contract is determined by any competent authority to be invalid or unenforceable in whole or in part for any reason whatsoever, it shall not affect the validity and enforceability of the remainder of this Contract and shall whenever allowed by the context be deemed to be replaced by such valid and enforceable clause whose contents are as close as permissible to those of the invalid or unenforceable clause.

4. POST SALE SUPPORT OR ASSISTANCE

In the first instance, customers should contact the Bmobile office or dealer who supplied the product or service for assistance. Alternatively, visit the Bmobile web site (www.bmobile.com.pg) to view the information presented there, especially the sections:

- Price Plan
- Products
- Value Added Services and
- Support

If this is not practical, customers should contact the Customer Care center as follows:

- Telephone: 1555 or 7600 3555 Monday to Sunday 7.30am to 9.30pm
- Email: Prepaid customers support@bmobile.com.pg, Post-paid customers postpaid@bmobile.com.pg

Bmobile makes no charge for post-sale support or assistance although customers may incur normal call charges when contacting us for post-sale support or assistance.

5. MAKING AN ENQUIRY REGARDING THE SUPPLY OF A RETAIL SERVICE

There are four options for making an enquiry regarding retail services with:

1. Visit the Bmobile web site at www.bmobile.com.pg
2. Call or visit a Bmobile office as shown in Section 2 of this Consumer Guide
3. Call or visit a Dealer office as shown in Section 2 of this Consumer Guide
4. Call or email the Customer Care Centre as shown in Section 4 of this Consumer Guide

6. CHECKING YOUR ACCOUNT, SUBSCRIPTION, BILLING DATA OR USAGE

You can check your account and usage details by dialling “*120#” for prepaid customers, and by texting “ACC” to 1500 or you can visit the self-care portal on our website (<https://selfcare.bmobile.com.pg>).

7. LODGING A COMPLAINT

Any complaint regarding a retail service must be directed only to the Customer Care Centre, even if the customer has already made a complaint at a Bmobile office or dealer or to a Bmobile employee. This will ensure that complaints are recorded and responded to in a consistent manner. Customers may make their complaint by telephone or email as follows:

- Telephone: 1555 or 7600 3555 Monday to Sunday 7.30am to 9.30pm
- Email: Prepaid customers support@bmobile.com.pg, Postpaid customers postpaid@bmobile.com.pg

8. PROCEDURES FOR HANDLING COMPLAINTS

Figure 7.1 below shows how customer complaints are handled by:

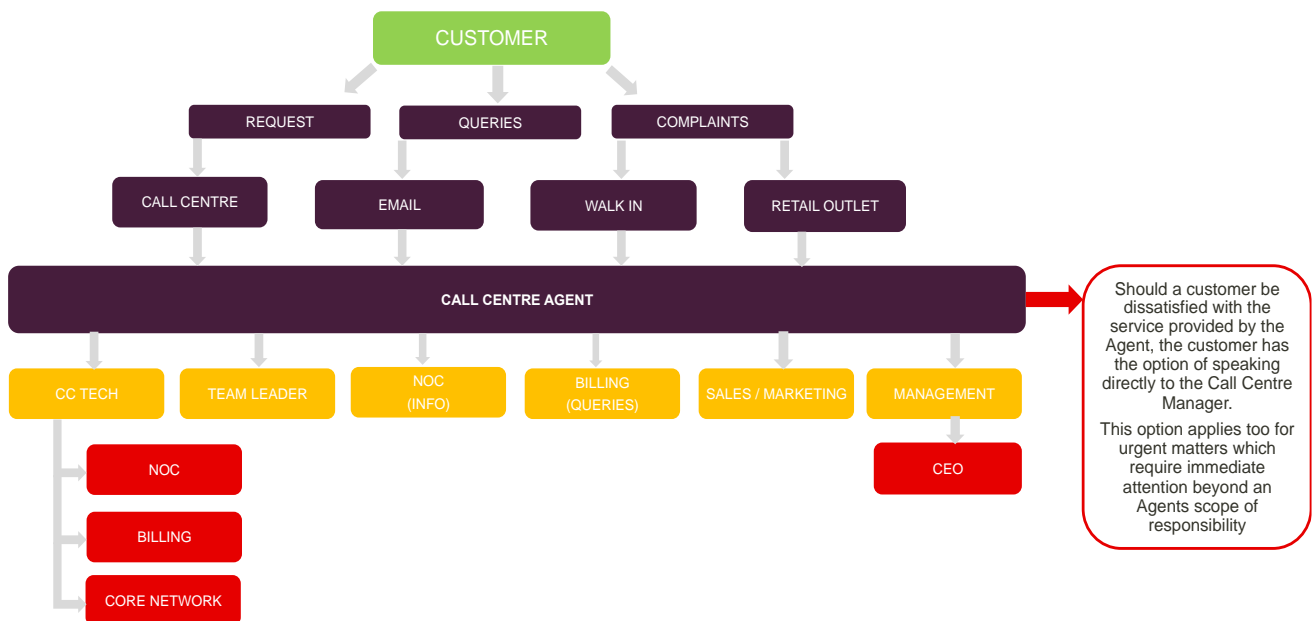


Figure 7.1 - Complaint Handling Procedure

9. SUSPENSION, DISCONNECTION AND CANCELLATION OF SERVICES

Bmobile may, without notice, suspend or terminate the Contract wholly or partially for any valid reason, including without limitation, where:

- (a) the Customer supplies at any time false, inaccurate or misleading information to Bmobile;
- (b) the Customer fails to observe and or comply with any term or condition set out herein or any relevant law or any property right of Bmobile;
- (c) if for any reason Bmobile is unable to provide the Service to the Customer or if intermittent checks, modifications and/or maintenance are deemed necessary to the Network;
- (d) the Customer fails to pay any sums due under this Contract or any other contract with on the due date specified in the invoice, notwithstanding the issue of any invoices thereafter;
- (e) the Customer is adjudicated bankrupt, becomes insolvent or makes any composition or arrangement with or assignment for the benefit of creditors;
- (f) Bmobile reasonably believes the Customer is unable to comply with payment obligations, represents a credit risk or exceeds any limit on charges imposed by or if is unable to contact the Customer following reasonable efforts;
- (g) the Customer notifies us that their handset has been lost or stolen; (h) reasonably is of the view that the Customer is conspiring to defraud or interfere with the operation and quality of its Network, including without limitation causing congestion; or
- (h) the Customer attempts to bypass the Service and or Network. Should your access be interrupted or suspended in any of the circumstances outlined above, we are in no way obligated to provide Service to you. During any period of Service suspension, Bmobile shall disconnect the Customer’s equipment from the Network and the Customer shall remain liable for all Charges unless Bmobile decides otherwise. Bmobile reserves the right to reconnect the Customer to the Network and to levy a fee on each suspended subscription and/or require revised payment terms, including security payments. Where Bmobile exercises any of its powers under this Clause, such exercise

shall not prejudice or affect the exercise of any other right or remedy which may be available to Bmobile.

10. PROTECTING YOUR PRIVACY

Bmobile makes every effort to protect the privacy of customer information under the Papua New Guinea legislations. Our commitment to your privacy when you are a Bmobile customer is set out below:

- (a) we will not intentionally intercept a communication sent by means of a service; or
- (b) we will not use, disclose or record any communication or content sent via a service or any information relating to the service provided to another person, that had come to that person's knowledge or to which they had access, by reason of their position as a telecommunications licensee or as an employee, agent or contractor; or
- (c) intentionally modify or interfere with any communication or content sent via a service, without the consent of the person to whom the communication was sent.

Your right to privacy will be limited in accordance with the Regulation and the *Cybercrime Code Act 2016* and other laws that limit this right.

11. PROVISION OF SERVICES

(a) Standard obligations

- i. In ensuring that Bmobile continue its operations in keeping the Public Cellular Services accessible by its customers, we continue to pay applicable fees required by the license provider, the National Information and Communication Authority (NICTA), a legislative body establish under the *National Information & Communication Authority Act 2009*.
- ii. As a licensee, Bmobile ensures its operations are in accordance with the mandatory Papua New Guinea legislations and regulations, the license terms and conditions and international conventions relating to Information Communication Technology (ICT).
- iii. Bmobile also aims to keep the license provider NICTA informed on necessary changes in the organization such as the transfer of shares to Kumul Telikom Holdings which has been made know to NICTA. Any other changes will be made known to NICTA as they come about.
- iv. Bmobile's site acquisition process for mobile base stations installations ensures life and properties are not exposed to any foreseeable risks. Any equipment used in the constructions, operations and maintenance of the mobile base stations are made certain to be reliable.
- v. Bmobile holds NICTA indemnified from all claims arising from the breach of any individual licenses' terms and conditions and keeps NICTA informed of any force majeure event that may excuse its non-compliance.

(b) Special obligations

i. Emergency call access

Bemobile offers emergency call access services for Customers to reach Papua New Guinea Emergency Services. For emergency purposes, dial "000" and select St. Johns Ambulance, Police or PNG Fire Services.

ii. Coverage Obligations

Our Services are provided by radio transmission and are therefore available only within the range of our Network's base stations. Both quality and availability of our Services are affected by radio interference due to physical obstruction, atmospheric conditions and by technical faults or other defects in the Network. The quality and the availability of the Service and related Bmobile products and services is subject to certain limitations, including the network coverage and circumstances beyond Bmobile's reasonable control including, but not limited to, physical obstructions, geographic and atmospheric conditions, radio interference and the functional capability of the Equipment.

However, Bmobile is insistent to ensure network is constant where coverage is maintained all the time and accessible by the customers within the locality of major towns and cities and in rural area in Papua New Guinea where we have installed our Network base stations.

Bmobile also aims to continue increasing our network coverage to meet the NICTA Network Coverage requirements under each of its licenses to ensure coverage is maintained and continue to expend to all district centers, mid-sized centres and main centres in Papua New Guinea. Our latest coverage can be seen on the coverage map on our website (<https://bmobile.com.pg/NetworkCoverage>).

iii. **Network performance**

Bmobile endeavors to maintain Call Failure and Call Drop-Out Rate of no more than 2%. In order to achieve this, Bmobile ensures that its Network availability is of least 99.99% of the time in all district centers, mid-sized centres and main centres in Papua New Guinea which are under our network coverage.

iv. **Network Fault Repair**

Daily network or site reports are generated by our Network Operations Centre and provided to our responsible technical officers to attend to mobile base stations' issues in real time to conduct investigations and do repairs and restore faults. Bmobile aims to ensure our network are free from any fault at all times and or are repaired in a diminutive period possible. In doing so keeps the network availability constant and Public Cellular Services is accessed by Customers and also ensures the rate of call drops is maintained at the minimum level per NICTA network performance Requirements.

12. QUALITY OF SERVICE

Bmobile is committed to providing a Quality of Service that matches best international practices. The key to maintaining a high quality of service lies in effective customer service procedures, and highly trained staff able to operate these procedures. All calls to the call centre are recorded and service quality records maintained regarding the service quality delivered. Bmobile customer service supervisors constantly monitor service quality and initiate corrective action if service quality standards are not compliant with's quality of service standards.

Bmobile uses a Net Promoter Score (NPS) where our service is rated by our customers after they have made a call to the call centre and sought assistance. This allows Bmobile to have direct insight into what our customers think about our service and whether they would recommend us to their friends or family. An internal report is generated daily & monthly which outlines our service as perceived by our customers.

Our Quality of Service is also depended on our Coverage Obligations under the NICTA license Requirement and we endeavor to ensure our Network Obligations are met and that our Quality of Service is maintained through Customers' satisfaction and feedbacks received through our Call Centre NPS.