

## 1. What Terms and Conditions Apply to My Felix Subscription Plan?

- (a) This document sets out the Terms and Conditions that apply to Your felix Subscription and felix products (collectively, the Products).
- (b) The terms and conditions that will apply to Your Product or Products are:
  - i. all the terms and conditions provided to you when you agree to purchase a Product, including all the terms and conditions contained in this document, terms and conditions which are available online and are identified as applying specifically to any element of your Plan; and
  - ii. all the terms and conditions contained in the Felix Standard Form of Agreement (SFOA), which is available at [felixmobile.com.au/terms-policies/standard-form-of-agreement](http://felixmobile.com.au/terms-policies/standard-form-of-agreement) (collectively, the “Terms”).
- (c) You accept the Terms when you obtain a SIM Pack and pay your first Monthly Subscription Charge.
- (d) Your Subscription commences on your acceptance of the Terms.
- (e) The Terms may be changed by TPG from time to time. TPG will comply with relevant laws, regulations and industry codes if it makes any such changes.
- (f) Felix’s Fair Use Policy applies to any unreasonable use of the Products. This includes use of any “endless”, “unlimited” or “Infinite” offerings. See [www.felixmobile.com.au/terms-policies/standard-form-of-agreement](http://www.felixmobile.com.au/terms-policies/standard-form-of-agreement).
- (g) For more information, contact Us on:
  - i. Live Chat - when logged into the Felix Mobile App, or on the [felixmobile.com.au](http://felixmobile.com.au) website
  - ii. Email - emailing [support@felixmobile.com.au](mailto:support@felixmobile.com.au)

## 2. Important Things You Need to Know

### (a) Availability

- i. The Products are for personal use only and are not available to business/corporate and commercial customers.
- ii. “Endless”, “Unlimited” or “Infinite” voice and text offerings in the Products are only for standard person-to-person national calls and standard TXT (excludes premium and special numbers) all when made within Australia, or “endless”, “unlimited” or “infinite” IDD offerings in the Products are only for standard person-to-person international voice calls, all when made within Australia. To use these offerings all you have to do is make sure you’ll be talking to another person, or using your fingers to TXT them. These offerings are not for you if you plan to do any of the following: multiple simultaneous calling, re-supply, call centre usage, telemarketing, bulk messaging, application-to-person communication, continuously call forwarding, auto-dialling, machine to machine communication (including by using your SIM in any other device), Cellular Trunking Units (CTUs), or any other activity which does not involve standard person-to person national calls and standard TXT (Non-Standard Usage).
- iii. Data offerings in the Products are only for standard access In Australia to data directly from your mobile device and only for your individual use. This offering is not for you if you plan to do any of the following: using encryption for the purposes of bypassing tethering detection; using any Application that is designed to avoid tethering detection for the objective of bypassing speed controls; or any other activity which does not involve standard individual data usage (Non-Standard Data Usage)
- iv. TPG reserves the right to determine other activities to be Non-Standard Usage or Non-Standard Data Usage, where such activities are of a commercial nature and/or do not involve standard person-to person national calls, standard TXT and standard individual data usage that TPG considers to be non-standard usage.
- v. The Products are available to eligible and approved customers.
- vi. Services specified in 4 and 5, can only be accessed with Your Subscription.

**(b) Factors affecting availability and performance**

- i. Network coverage and many other factors may affect the availability and performance of certain Products, services and functions.
- ii. Certain Products, services and functions are only available if used in conjunction with a compatible mobile device and if in a compatible coverage area. Not all mobile devices are compatible with the Vodafone Network.
- iii. If from time to time We provide additional Services in Australia, where you may Roam on a network in a Non-Vodafone Coverage Area, we may also restrict the availability or the speeds of some Services, such as data Services, in the Non-Vodafone Coverage Area. To see the Vodafone Coverage Areas covered by the Vodafone Network please go to <https://www.felixmobile.com.au/network>.
- iv. These Terms contain details regarding device compatibility, network capability and availability relating to the Vodafone Network. We may however provide services to you using any telecommunications network we consider appropriate and that network will constitute the “Vodafone Network” for the purpose of the Terms. For more information about the Vodafone Network, see <https://www.felixmobile.com.au/network>

**(c) Data service:**

- i. The Terms contain details regarding device compatibility, network capability and availability when using our Service.
- ii. Some TPG 4G, 3G+ and 3G data services support mobile broadband, internet, email, apps, downloading, video streaming and video calling. You can use 4G if you have an eligible phone plan and have been switched over to the 4G network. To use 4G and 3G+ you’ll also need a compatible device and be in a selected major metropolitan area. Outside these areas, you can still get Broadband Speeds in our 3G areas with the right device. To check this, make sure your device is compatible to the network zone you are in (U2100MHz, U850MHz or U900MHz). Remember that actual speeds you reach will vary depending on things like device capabilities, location, network congestion, network coverage or if you are roaming. See [felixmobile.com.au/network](https://www.felixmobile.com.au/network) for coverage. You agree to refer to [felixmobile.com.au/network](https://www.felixmobile.com.au/network) for coverage details and <https://www.vodafone.com.au/support/network/4G-network> for details of devices and their frequencies before purchase, so that you can confirm that for your intended use of the data services, your address/es are located in the appropriate Vodafone Coverage areas and that the device you wish to select is compatible with the Vodafone Coverage area where your address/es are located.
- iii. If from time to time we provide additional Services in Australia, where you may Roam on a network in a Non-Vodafone Coverage Area, we may also restrict the availability or the speeds of some Services, such as Data Services, in the Non-Vodafone Coverage Area. To see the Vodafone Coverage Areas covered by the Vodafone Network please go to <https://www.felixmobile.com.au/network>.
- iv. Where TPG 4G services are not available (e.g. due to device compatibility, or limited 4G coverage) 4G devices may use the Felix 3G+/3G network.

**(d) Use of your Account Password:**

You will set up a password for Your Account when you activate/register the Product. You must keep this password confidential and must not disclose it to any other party. Doing so will compromise privacy across the entire range of Products connected to your account. It may also compromise the security of sensitive information such as credit card details, and will allow those with access to the password to, amongst other things, add, cancel or change services connected to Your Account and/or purchase additional Products, which is otherwise the exclusive right of the Account Holder.

#### **(e) Data session**

- i. Unless otherwise stated, when using data services, including the International Roaming Product, a data session:
  - i. starts when you begin internet activity, either directly or indirectly<sup>1</sup> on your mobile device; and
  - ii. ends when your data connection is lost. This will happen when:
    1. You turn your mobile device off, turn your data connection off, switch to flight mode or when you lose network reception; or
    2. Your mobile device has not sent or received data for a period of time.
- ii. A minimum balance is required to start a data session
- iii. When using data Products, some internet services, including web sites and email, may not be accessible.
- iv. Subject to your rights under the Competition and Consumer Act 2010 or other relevant legislation (including the Australian Consumer Law), TPG does not make any warranty regarding any software or data provided or available to you in connection with data services, including with respect to how software or data operates on your device or interacts with applications.
- v. Unless otherwise stated, data usage is measured as the combination of both data you send (upload) and receive (download).

#### **(f) Rates and types of discounts**

- i. Unless otherwise stated, call usage is billed per second of usage.
- ii. Each call made by a customer may last for a maximum duration of 2 hours, provided the customer has sufficient credit and privileges to make the call.
- iii. Each call and data charge is rounded up to the nearest cent and includes GST (where GST applies)
- iv. Unless otherwise stated, data usage is billed in per kilobyte (kB) blocks.
- v. Details of the rates and charges which apply to the Products are contained in the Terms.
- vi. Some Felix Products may also provide you with additional types of discounts that may be used against the purchase of Products. Some types of such discounts may only be used to purchase certain Products. Types of discounts, and the Products that such discounts can be used to purchase against, are specified for in section 7 below.
- vii. All Charges are subject to change. TPG will comply with relevant regulations and industry codes with respect to such changes.

#### **(g) SIM & Discount Expiry**

- i. If you purchase a SIM Pack, you have 2 calendar years after the date of purchase to Activate your SIM, otherwise it will expire
- ii. Once Activated, Products will expire unless Renewed. Expiry periods are specified for each Product in the sections below.

#### **(h) Checking your usage**

- i. Check your call, TXT and data use here and overseas on the Felix Mobile App or at [felixmobile.com.au](http://felixmobile.com.au) or contact us via LiveChat.

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<sup>1</sup> Direct internet activity is when you prompt your mobile device to send or receive data from the internet. For example: when you send an email. Indirect internet activity is when your mobile device or mobile applications are set up to send or receive data from the internet on your behalf. Examples include (but are not limited to): Email notifications via Gmail, notification of Tweets or Facebook posts which mention you and software or weather updates.

### 3. Felix Subscription Plan

This table specifies types of credit that are provided if you purchase a Subscription:

Monthly charge	\$35
Included data	Unlimited data but speed capped at up to 20Mbps
Standard national calls and texts	Unlimited
Standard international calls and texts	International calls and texts are not available but can be purchased as an add on for selected countries.
Expiry	1 Calendar Month
Minimum Term	1 Calendar Month
Early Exit Fees	There are no early exit fees

In addition to the terms and conditions set out above, the following applies if you purchase a Subscription:

- a. You must supply your own handset in order to sign up to the Subscription.
- b. Your Subscription and its inclusions will automatically Renew on a monthly basis unless otherwise stated.
- c. The Subscription excludes Premium Services, 1223, & 1225 directory services, 123 Ask-Us-Anything, International Roaming, content purchases, and standard international calls and text.
- d. You must purchase a felix Unlimited International Calls and Text Product in order to call or text selected countries overseas, and/or an International Roaming Product if you wish to use data, call or text in selected countries overseas.
- e. The minimum monthly spend and total minimum cost for the Subscription is \$35 (Renew Price). You must connect for a minimum of one month.
- f. The Renew Price is automatically charged monthly in advance using your nominated debit/credit card until you notify us that you wish to pause or cancel Your Subscription.
- g. All unused inclusions from Your Subscription will be forfeited and will not roll over at the end of each monthly billing cycle.
- h. Data is only for use in Australia within the Vodafone Network coverage area. Unlimited data is available at speeds of up to 20Mbps until your next monthly billing cycle. At 20Mbps you can stream HD video and music, scroll and share to your socials, and use cloud storage. Very large files may be slow to load. To find out what speeds of 20Mbps means for you, go to <https://www.felixmobile.com.au/plan/data-speed>. Actual speeds you reach will continually vary depending on many factors such as device capabilities, location, network congestion, network coverage and if you are roaming.
- i. Data included in Your Subscription is not shareable with any other Product on Your Account and vice versa.
- j. Fair Use Policy applies. See <https://www.felixmobile.com.au/terms-policies/standard-form-of-agreement>.

## 4. \$5/Month Unlimited International Calls and Text Product

Monthly charge	\$5
Standard international calls and texts to selected countries	<b>Unlimited</b> You get unlimited calls and texts from Australia to selected countries (excludes premium numbers and video calls). Countries may change, see <a href="http://www.felixmobile.com.au/plan/international-calls-and-text">www.felixmobile.com.au/plan/international-calls-and-text</a> for list of current countries. Fair Use Policy applies. See <a href="http://www.felixmobile.com.au/terms-policies/standard-form-of-agreement">www.felixmobile.com.au/terms-policies/standard-form-of-agreement</a>
Expiry	<b>At the end of your Subscription Billing Cycle</b> If you purchase the Product after the start of your Subscription Product billing cycle, your allowances will expire at the end of your Subscription Product billing cycle. You may choose when to purchase the Product.
Early Exit Fees	<b>Not applicable</b> Early exit fees do not apply, however you must connect for at least one month and if you cancel during that month you have to pay for all of that month.

In addition to the terms set out herein, the below specifies the terms on which you can purchase the \$5/month Unlimited International Calls and Text Product as part of your Subscription:

- a. The Unlimited International Calls and Text Product is only available to customers who are connected to a Subscription.
- b. The Minimum monthly spend is \$5 (Fee).
- c. The Unlimited International Calls and Text Product includes unlimited standard International calls and text from Australia to selected countries as listed at <https://www.felixmobile.com.au/plan/international-calls-text> (excludes premium, video, special and overseas free phone numbers). Included countries may vary and are subject to change. You cannot make standard international voice calls or send standard texts to countries outside of the selected countries.
- d. The recurring Charge is charged monthly in advance until you notify us that you wish to pause or cancel the Product.
- e. Product expiry and billing cycle align with Your Subscription. Therefore, depending on the date of Activation, the Charge for your first month will be charged in full but the Product may be valid for less than one month.
- f. There is a maximum of one Unlimited International Calls and Text Product per Subscription per month.
- g. The Unlimited International Calls and Text Product is only accessible to the Subscription owner who has added the Product – it is not shareable.
- h. If Your Subscription is cancelled, this Product will also automatically cancel.
- i. Fair Use Policy applies.

## 5. \$20 International Roaming Product

Charge	\$20
Included data	4GB at speeds up to 20Mbps in selected countries
Standard incoming/outgoing call minutes	100 in selected countries
Standard SMS	100 in selected countries
Expiry	365 days

In addition to the terms set out herein, the below specifies the terms on which you can purchase the International Roaming Product as part of your Subscription:

- a. The International Roaming Product is only available to eligible customers who are connected to a Subscription.
- b. The International Roaming Product expires 365 days from the date of purchase. Any unused allowance will be forfeited.
- c. The Charge for the International Roaming Product is \$20 (Roaming Fee). The Product is a one-off purchase and does not recur.
- d. The International Roaming Product includes 4GB of data at speeds of up to 20Mbps, 100 standard international minutes and 100 standard international SMS to use while roaming in selected countries (as listed at <https://www.felixmobile.com.au/plan/international-roaming>). Selected countries may vary and are subject to change. At 20Mbps you can stream HD video and music, scroll and share to your socials, and use cloud storage. Very large files may be slow to load. To find out what speeds of 20Mbps means for you, go to <https://www.felixmobile.com.au/plan/data-speed>. Actual speeds you reach will continually vary depending on many factors such as device capabilities, location, network congestion, network coverage and if you are roaming.
- e. When calculating data usage, data is deducted in per KB increments.
- f. When calculating call usage, incoming and outgoing calls are charged per second.
- g. The International Roaming Product excludes premium, video, special and overseas free phone numbers.
- h. You cannot use the International Roaming Product when roaming in countries outside the selected countries listed at <https://www.felixmobile.com.au/plan/international-roaming>.
- i. You can purchase another International Roaming Product at any time. Unused allowance will be not be forfeited until expiry.
- j. International Roaming Product is only accessible to the Subscription which added the Product – it is not shareable.
- k. If Your Subscription is cancelled, the International Roaming Product will continue until Your allowance is used or the Product expires.
- l. All roaming services are subject to network availability.

## 6. One Tree Planted – Tree Planting Initiative

- i. One tree will be planted for every month You have an active paid Subscription with us.
- ii. Trees are planted by forecast in advance or retrospectively, but usually within 18 months of each monthly Subscription, of varying species and in varying locations in Australia and/or around the world by our vendor One Tree Planted.
- iii. We will provide you with general progress updates periodically.
- iv. We make no representations or guarantee as to the health and lifespan of any tree planted, including whether any tree reaches maturity.
- v. For every month your Subscription is paused, your tree contribution will also pause, and no trees will be contributed.
- vi. If your Subscription is cancelled, your tree contribution will also cease.
- vii. TPG reserves the right to change the environmental model it chooses to invest in, of which tree planting with One Tree Planted is an example.
- viii. The Felix tree planting initiative is subject to change.

## 7. Felix Wallet – Refer a Friend

- i. Felix customers can share a unique code with friends. When Your friend inserts Your unique code, signs up to a Subscription and Activates their Felix SIM, you will both receive \$5 worth of felix wallet discounts (Discount).
- ii. The Discount will be used toward your next felix purchase, such as Your next monthly Subscription Renewal.
- iii. You may share Your unique code as many times as You like, but Your referring friend must enter this code when signing up to a Subscription, it cannot be applied retrospectively.
- iv. You can start referring friends after Activation of your Felix SIM.
- v. The Discount expires when your Subscription is cancelled.
- vi. The Discount cannot be transferred.
- vii. The Felix wallet Discount is subject to change.