

Digicel Consumer Guide

Welcome to Digicel (“us”, “we”, “our”). This Consumer Guide conforms with the Consumer Protection Rule, 2014 (“Rule”) enabled by the National Information and Communications Technology Act 2009. This Consumer Guide informs our retail customers (“you”, “your”) about the terms and conditions on which we supply communications services to you (“Supply”). This Consumer Guide is not itself the terms and conditions of our Supply. The terms and conditions of our Supply are available at www.digicelpng.com/T&C along with an online copy of this Consumer Guide.

A hard copy of this Consumer Guide is available from any Digicel Flagship Store and selected Digicel dealer outlets throughout Papua New Guinea. You can also obtain a copy of this Guide by contacting our Customer Care by dialling 123 (toll free). If you have any queries about the terms and conditions of our supply of communications services to you, please contact our Customer Care team or visit a Digicel Flagship Store to speak with a Digicel representative.

This Consumer Guide applies only to communications services supplied by Digicel (PNG) Limited and its affiliates (“Digicel”). It does not apply to services supplied by third parties that you may access through our network.

We may revise this Consumer Guide from time to time. The latest version of our Consumer Guide is the version published at www.digicelpng.com/T&C.

1 Our communications services

We provide a range of communications services including voice calls, SMS, Internet access, TV services and other data services.

Our services are available wherever you can access Digicel’s network. We have mobile network coverage reaching about 85% of the 2G population, 50% of the 3G population and 26% of the 4G population in Papua New Guinea. We expect to upgrade our mobile network coverage in our existing sites from 2G to 3G and 4G.

Certain services are only available if you have access to Digicel’s 4G network. Our 4G network covers most of the main centres of Papua New Guinea as well as some rural areas of Papua New Guinea.

Our TV network in Papua New Guinea, is dependent on your location where you are able to obtain our TV service through Terrestrial TV (DTT) or Direct to the Home TV (DTH)

If you would like more information about our supply of services, please contact our Customer Care on 123 or for TV services on 1515.

2 To obtain our communications services

You may obtain communications services from us on a prepaid basis or on a postpaid basis.

2.1 Mobile Services

If you are a prepaid subscriber, you must have a positive credit balance to use communications services. You must also top up your credit balance regularly. If you do not top up your credit balance regularly, we may designate you as an inactive subscriber and disconnect your service.

If you are a postpaid subscriber, we may require you to provide a non-interest bearing security deposit, depending on our assessment of your credit risk. We may review your credit risk assessment from time to time and require you to increase your security deposit. We may, but are not obliged to, apply your security deposit to pay any amounts you owe us. If we do so, you must restore your security deposit to its original level. If your service terminates or expires, we will refund your security deposit after paying any amounts you owe us.

If you are a new Digicel subscriber, you must register your personal details with us. We will ask you for your name, date of birth and address. We may ask you for documentation to verify your identity. Such documentation may include your birth certificate, your driver’s license, or your passport.

If you are an existing Digicel subscriber, you must also register your personal details with us by the date as required under the SIM Card Registration Regulation 2016 (Regulation) or a similar regulation (“cut-off date”). If you do not register by the cut off date, we may disconnect your service.

2.2 TV services

If you are a TV prepaid consumer, you can purchase your TV plans by topping up your credits and purchase your Digicel Play TV plan by dialling *515#

3 Your personal information

Your personal information is protected under the laws of Papua New Guinea including but not limited to the Regulation and the Cybercrime Code Act 2016 (Privacy Law).

We may collect your personal information in the following ways:

- (a) When you give us information. For example, many of our services require you to register an account with us. When you do, we will ask for personal information like your name, email address, mobile number, credit card or other information that personally identifies you.
- (b) When you use our services. We may collect information about the services that you use and how you use them. This information includes:
 - (i) Device information
We may collect device-specific information (e.g., handset, notebook and computer) and mobile network information including phone number. Digicel may associate your device identifiers or phone number with your Digicel account.

For TV consumers we may collect information from your TV decoder (e.g. Type of product, TV spend amount, Mobile number that is attached to the account or that you have used to purchase a plan

- (ii) Log information
When you use our services or view content provided by Digicel, we may automatically collect and store certain information in server logs. This may include:
 - A. details of how you used our service;
 - B. telephony log information like your phone number, calling-party number, forwarding numbers, time and date of calls, duration of calls, SMS routing information and types of calls;
 - C. internet protocol address;
 - D. cookies that may uniquely identify your browser or your Digicel account.
 - (iii) Location information
When you use a location-enabled Digicel service, we may collect and process information about your actual location, like GPS signals sent by a mobile device. We may also use various technologies to determine location, such as sensor data from your device that may, for example, provide information on nearby Wi-Fi access points and cell towers.
 - (iv) Cookies and anonymous identifiers
We use various technologies to collect and store information when you use a Digicel service, and this may include sending one or more cookies or anonymous identifier to your device. We also use cookies and anonymous identifiers when you interact with services of other providers, such as mobile banking and prepaying electricity usage.
- (c) When you contact Digicel, we may keep a record of your communication to help solve any issues you face.
 - (d) When required by law. We are obliged to collect your personal information, including biometric data, if required by law, including the Privacy Law.

4 How we use your information

We use the information we collect from all of our services to provide, maintain, protect and improve them, to develop new ones, and to protect Digicel and our users. We also use this information to offer you services or products that we think you may be interested in, including from third party providers.

We may:

- (a) use information collected from cookies and other technologies to improve your user experience and the overall quality of our services.
- (b) combine personal information from one service with information, including personal information, from other Digicel services.
- (c) process your personal information on a server located outside Papua New Guinea.

We will ask for your consent before using information for a purpose not related to those that are set out in this Consumer Guide.

5 Accessing information about your service

You may access your credit balance by dialling *120# (prepaid), *130# (postpaid) or *515#

You may obtain information relating to your account, subscription, billing data or usage by contacting our Customer Care by dialling 123 or dial 1515 for TV service enquiries.

We do not guarantee that historical information will be available to you. We may charge you for accessing historical information depending on our policies at the relevant time such information is requested from us.

We will not give you information about your service if we are unable to verify your identity.

6 Accessing and updating your personal information

Our aim is to give you access to your personal information. If that information is wrong, we strive to give you ways to update it quickly or to delete it – unless we have to keep that information for legitimate business or legal purposes. When updating your personal information, we may ask you to verify your identity before we can act on your request.

We may reject requests that are unreasonably repetitive, require disproportionate effort, risk the privacy of others, or would be extremely impractical.

Where we can provide information access and correction, we will do so for free, except where it would require a disproportionate effort.

We may record residual copies of your information to protect your information from accidental or malicious destruction.

You will not be able to access your personal information if we are unable to verify your identity.

7 Information we share

We do not share personal information with companies, organizations and individuals outside of Digicel unless one of the following circumstances apply:

- (a) With your consent
We will share personal information with companies, organizations or individuals outside of Digicel when we have your consent to do so. We require opt-in consent for sharing any sensitive personal information relating to confidential medical facts, racial or ethnic origins, political or religious beliefs or sexuality.
- (b) For external processing
We provide personal information to our affiliates or other trusted businesses or persons to process it for us, based on our instructions and in compliance with our policies on privacy and any other appropriate confidentiality and security measures.
- (c) For legal reasons
We will share personal information with companies, organizations or individuals outside of Digicel if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:
 - (i) meet any applicable law, regulation, legal process or enforceable governmental request;

- (ii) enforce applicable service terms and conditions;
- (iii) monitor and detect money laundering, terrorism financing, and other serious crimes;
- (iv) detect, prevent, or otherwise address fraud, security or technical issues; or
- (v) protect against harm to the rights, property or safety of Digicel, our users or the public as required or permitted by law.

We seek to protect Digicel and our users from unauthorized access, alteration, disclosure or destruction to/of information we hold. In particular:

- (a) We encrypt many of our services using SSL.
- (b) We review our information collection, storage and processing practices, including physical security measures, to guard against unauthorized access to systems.
- (c) We restrict access to personal information to Digicel employees, contractors and agents who need to know that information in order to process it for us, and who are subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.

9 Our policy towards children

We do not knowingly collect personal information from persons under 18. If you become aware that your child has provided us with personal information without your consent, please contact our Customer Care. We may be obliged to collect personal information of persons under 18, including biometric data, if required by law, including the Regulation.

10 Our service levels

10.1 Our Communication services

Our service levels vary depending on where you are located. In general, we expect to maintain network availability at the following levels:

- (a) In the main centres and mid-sized centres of Papua New Guinea including Port Moresby, Lae, Mt Hagen, Goroka, Madang, Wewak, Kimbe and Kokopo: 93 % YTD. Digicel acknowledges its obligations under its Operator Licences issued by NICTA that it must maintain network availability at 99.9%. Digicel is working towards achieving 99.9% network availability in accordance with NICTA Standards and Licence requirements.
- (b) In other areas of Papua New Guinea: 98.00%

We expect to repair faults reported to us within the following time frames 95% of the time:

- (a) Faults in the main centres will be repaired within 6 hours of the fault being reported;
- (b) Faults in the mid-sized centres (e.g. Alotau, Popengetta, Kavieng and Buka) will be repaired within 24 hours of the fault being reported;
- (c) Faults in administrative districts (e.g. Arawa, Lorengau, Chuave, Tari, Banz, Gagidu, Tufi and Tabubil) will be repaired within 2 working days of the fault being reported;
- (d) Faults in small population centres will be repaired within 3 working days of the fault being reported.

To report a fault, please contact our Customer Care Team who will escalate your report to our Technical Team for direct assistance

10.2 Our Content services

For Digicel originated channels, the service level is 99.5% for DTH and 99% for DTT. The service levels exclude the effect of sun outages.

For all non – Digicel originated channels the service level is 98%

We provide call centre support from 7am -10 pm 7 days a week to both our Post Pay and Pre Pay TV customers and is free to our Digicel mobile subscribers. We also provide customer support from our retail outlets throughout the country which is free.

To report a fault, please contact our Digicel TV Customer Care during business hours (6am to 11pm daily) on 180 1515.

11 Complaints

11.1 First Contact for Complaints

Our Customer Care is your first point of contact for all your consumer complaints or concerns including but not limited to.

- a. Technical issues –
 - i. If you are unable to purchase plans due to service codes going offline;
 - ii. Issues where you are unable to use the data bundle purchased;
 - iii. Issues with third party services such as Easy Pay, BSP Banking and or Newcomm.
- b. Technical Coverage issues – If you have complaints relating to coverage issues on Service outage in the particular location or area.
- c. Billing issues –
 - i. If you have complaints relating to bundles being purchased but not awarded.
 - ii. If you have issues with our data/voice and SMS charges.
 - iii. If you have issues with disappearing or loss of credits.
 - iv. Any complaints with loss or data finishing if think your data is being consumed at a faster than normal rate.
- d. Products and services – Any queries relating to all our products and services offered by us from time to time.
- e. Promotion– Any queries or complaints relating to all our promotions being offered from time to time.
- f. Handset related issues – Any queries relating to all our handsets.

Where upon review of the your complaint or fault and where Customer care determines that the fault or issue will require additional technical assistance, Customer Care will escalate the complaint or fault to the relevant team to rectify for corrective measures, if any and will get back to you with a response.

11.2 Customer Care desk

Our Customer Care desk consist of a Complaints and Solution team and a Social Media team.

- (i) Social Media
The Social Media team monitors complaints on social media through our Facebook page (or an applicable social media platform or social media page approved by us from time to time)
- (ii) Complaints and Solution
The Complaints team monitors, addresses and escalates issues received via our official complaints to our official email address CustomerCarePNG@digicelgroup.com.

11.3 Formal Complaints

All formal complaints can be sent to us by writing to:

Attention: Head of Customer Care

Address:

Digicel PNG
Section 494, Lot 1&2, Kennedy Road,
Gordons Industrial Estate,

PO Box 1618, Port Moresby,
NCD, Papua New Guinea

In your written complaint (includes complaints by Email), please explain as clearly as possible your concerns and give us your name and contact details so we can contact you to follow up.

Our aim is to address your legitimate concerns so that you receive a service that you are satisfied with. We also seek to improve the way we provide services to our customers.

If we cannot address your legitimate concerns, we may give you a partial or full refund of your service charges by crediting your account.

If your complaint relates to services or equipment supplied by a third party, we will endeavour to help you contact the relevant third party.

If your complaint relates to our Post Paid or Prepaid CUG account services, your complaint will be sent to our Corporate team to address.

12 Our Acceptable Use Policy

Your use of our services is subject to our Acceptable Use Policy. In general, you must comply with any applicable legislation, regulation, policy, guideline or direction given by a competent regulatory authority, Digicel or any telecommunications operator. You must not engage in activity that is abusive or violates any system or network owned or operated by Digicel or another telecommunications operator. You must not make or allow unreasonable or excessive demands on any system or network owned or operated by Digicel or another telecommunications operator. You must not introduce or incorporate any harmful code into the network, systems, software and tools deployed in the use or supply of services.

If you contravene our Acceptable Use Policy, threaten to do so, engage in conduct that in our reasonable opinion is improper or abusive, or fail to comply with our reasonable directions to mitigate the risk of improper or abusive conduct, we may suspend your service.

13 Monitoring

We are not obliged to, but may, monitor transmissions made or received using our communications service (including content posted, disseminated or accessed by using the service). We are not obliged, but reserve the right, to block or take down content that in our reasonable opinion is improper or abusive. We are not responsible for any material, input or content transmitted or posted by any user.

14 Security Deposit

There is no security deposit required for our Pre Pay TV customers. We require a deposit to the value of one (1) month subscription to be paid by our Post Pay TV customers. In addition, we hold a hardware deposit to the value of the Set Top Box. We do not hold security deposits for our Communication services.

15 Termination and suspension

We may terminate your service at any time for convenience unless you have entered into an agreement with us to acquire the service for a minimum service period.

We may also terminate your service due to your default, including if you:

- (a) fail to make a payment on time,
- (b) breach our Acceptable Use Policy,
- (c) fail to provide a security deposit or other security that we reasonably require, or
- (d) become or threaten to become insolvent.

We may suspend your service instead of terminating your service. We may also suspend your service if there is an emergency, to protect our network or system, if you interfere with our supply of services to you or another person, if you deny us access to your premises, system or equipment that we reasonably require to provide services to you.

We may require you to pay (or increase) a security deposit before we reinstate a service that has been suspended or terminated for non – payment or a breach of our Acceptable Use Policy.

If we suspend your service due to an emergency, we will reinstate the service as soon as we can.

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Version 3.0 – June 2019