

# Residential Broadband ADSL2+ Registration



If you currently have ADSL with another ISP or TPG, please call Customer Service on 1300 360 855 before completing this form.

**Return this form by:** Fax 02 9850 0813  
**Post** PO Box 1844, Macquarie Centre, NSW 2113  
**Email** adsl@tpg.com.au  
**Enquiries** 13 14 23  
**Register Online** www.tpg.com.au

Please print clearly in BLOCK LETTERS to avoid delays in processing.

## A Plan Type (Please select ONE box only)

Subject to availability in your area. To confirm if you can get ADSL2+ in your location visit: [www.tpg.com.au](http://www.tpg.com.au). Monthly access charges are billed monthly in advance. Payment options are Direct Debit or Credit Card.

Plans	Monthly Access Charge	Monthly Usage Quota (Peak + Off Peak)	Shaping	Free IPTV Trial	IP Address
<input type="checkbox"/> Super Fast Starter /10GB	\$29.99	10GB <sup>1</sup> (3GB+7GB)	64k/64k	Yes	Dynamic
<input type="checkbox"/> Super Fast Basic /30GB	\$39.99	30GB <sup>1</sup> (15GB+15GB)	64k/64k	Yes	Dynamic
<input type="checkbox"/> Super Fast Standard /80GB	\$49.99	80GB <sup>2</sup> (40GB+40GB)	64k/64k	Yes	Static
<input type="checkbox"/> Super Fast Medium /90GB	\$59.99	90GB <sup>2</sup> (45GB+45GB)	64k/64k	Yes	Static
<input type="checkbox"/> Super Fast Heavy /150GB	\$69.99	150GB <sup>3</sup> (65GB+85GB)	64k/64k	Yes	Static
<input type="checkbox"/> Super Fast Premium /90GB	\$89.99	90GB <sup>4</sup>	256k/256k	Yes	Static
<input type="checkbox"/> Super Fast Premium+ /120GB	\$129.99	120GB <sup>5</sup>	512k/512k	Yes	Static
<input type="checkbox"/> ADSL2+ 80GB with VoIP ]	\$49.99	80GB <sup>6</sup> (40GB+40GB)	64k/64k	Yes	Static

Plans with this symbol include 500 minutes of VoIP calls\* per month

Upload traffic is not counted unless specified. 1GB (Gigabyte) = 1000 MB (Megabyte). Unused usage quota forfeited each month.

**ADSL2+ Speeds:** Optimal ADSL2+ speeds require compatible ADSL2+ modem and filters. Around 70% of TPG ADSL2+ customers can achieve speeds greater than 10Mbps. Actual speeds will vary due to many factors including distance from the local telephone exchange, the quality of the customer's copper phone line, cabling and equipment.

<sup>1</sup> Consists of peak (9am-1am) and off peak (1am-9am) monthly usage quota. Speed will be shaped once the usage quota has been exceeded (peak and/or off peak).

<sup>2</sup> Consists of peak (8am-2:30am) and off peak (2:30am-8am) monthly usage quota. Speed will be shaped to 64k/64k for the period in which the monthly usage quota has been exceeded (peak and/or off peak).

<sup>3</sup> Consists of peak (8am-3am) and off peak (3am-8am) monthly usage quota. Speed will be shaped to 64k/64k for the period in which the monthly usage quota has been exceeded (peak and/or off peak).

<sup>4</sup> Speed will be shaped to 256k/256k once inclusive monthly usage quota is reached.

<sup>5</sup> Speed will be shaped to 512k/512k once inclusive monthly usage quota is reached.

<sup>6</sup> Consists of peak (8am-2:30am) and off peak (2:30am-8am) monthly usage quota. Speed will be shaped once the usage quota has been exceeded (peak and/or off peak).

Monthly usage quota combines upload and download.

+ Free VoIP Minutes:

Includes 500 free VoIP Minutes only for calls to fixed lines in Adelaide, Brisbane, Canberra, Melbourne, Perth and Sydney. Free VoIP Minutes used in 1 minute increments, with a 10 minute minimum per call. VoIP Deposit of \$20 required for excluded or excess VoIP calls.

**VoIP Deposit:**

At the time of registration, we debit \$20 that is kept as a deposit for any excluded or excess usage (any calls that go either above the limit of Free VoIP Minutes or are not classified as an eligible free call, e.g. calls to mobiles or international calls). If your deposit falls below \$5 at any time, you will be automatically debited \$20. If you do not exceed the limit of Free VoIP Minutes and do not incur any charges for call types not eligible for Free VoIP Minutes, your deposit will not ever be debited.

**Special Offer: Pay only \$14.99 per month for the Mobile 49 Cap Saver Plan (includes \$300 worth of calls, text, and data) when you register for any of the above ADSL2+ plans, usually valued at \$19.99 per month. Register for this discounted mobile plan once your ADSL2+ account has been activated. Visit website for more information.**

## B Minimum Contract Term & Setup Fee (Please select ONE box only)

Minimum Contract Term	Setup Fee
<input type="checkbox"/> 12 Month Contract	\$59.95
<input type="checkbox"/> 18 Month Contract	\$0

Minimum Contract Term is the minimum term for which the customer is liable for payment of the plan. The setup fee is a once-off payment.

**Minimum Total Cost:**

Minimum total cost for TPG ADSL2+ Plans over 12 months: Super Fast Starter is \$419.83, Super Fast Basic is \$539.83, Super Fast Standard is \$659.83, Super Fast Medium is \$779.83, Super Fast Heavy is \$899.83, Super Fast Premium is \$1139.83, Super Fast Premium+ is \$1619.83, ADSL2+ 80GB with VoIP is \$679.83.

Minimum total cost for ADSL2+ plans over contract term calculated as: (ADSL2+ contract term) x \$(ADSL2+ monthly access fee) + setup (where applicable) + modem & delivery fee (if required) + VoIP Deposit of \$20 (applicable to ADSL2+ VoIP plans only). Early termination fees apply.

## C Equipment (Please select ONE box only)

Please note, a VoIP capable modem purchased from TPG or BYO VoIP capable modem is required for ADSL2+ with VoIP plans.

Modems / Routers (includes one C-10 Central Filter)	Price <sup>^</sup>	Usage Type
<input type="checkbox"/> 1 USB Port & 1 Ethernet Port Combo ADSL2/2+ Modem	\$69.95 + \$10 delivery fee	Provides both USB and ethernet connectivity
<input type="checkbox"/> 4 Port ADSL2/2+ Router	\$99.95 + \$10 delivery fee	Directly connects 4 PC's to share the internet connection with firewall and NAT feature
<input type="checkbox"/> Wireless 4 Port ADSL2/2 + Router	\$149.95 + \$10 delivery fee	4 Port Fast Ethernet & 802.11g wireless connectivity
<input type="checkbox"/> Wireless 4 Port ADSL2/2 + Router with VoIP Special Offer: Receive \$20 discount (\$169.95 now \$149.95) with the ADSL2+ 80GB with VoIP plan.	\$169.95 + \$10 delivery fee	VoIP capable 4 Port Fast Ethernet & 802.11g wireless connectivity. Advanced security features: SPI firewall and IPsec VPN, Support QoS to prioritise voice and data traffic.
<input type="checkbox"/> Bring My Own Compatible Modem/Router		ADSL2+ compatible modem/router is required to achieve optimal TPG ADSL2+ speeds. Your modem/router must be PPPoE compatible. Your own modem must support the G729 codec for TPG VoIP service. TPG Helpdesk does not provide over the phone VoIP support for BYO equipment.

All equipment comes fully configured and with over the phone installation consultancy. Makes and models of modems/routers supplied are subject to availability.  
<sup>^</sup> Modem/Router delivery is optional. A \$10 fee applies if not collected from 65 Waterloo Rd. North Ryde NSW 2113.

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**Enquiries** 1300 360 855  
**Register Online** www.tpg.com.au

Dealer Code (TPG Dealer use only)

## E Existing TPG Customers ONLY

Please enter your username if you are currently a TPG customer and you wish to upgrade or change your plan.

Username

## F ADSL2+ Location Details

Please provide information as to where your broadband ADSL2+ will be installed.

Phone No. ()

Street Address

Suburb / Town

State  Post Code

## G Contact Details

Name

Company (if applicable)

ABN/ACN (if applicable)

Phone ()

Fax ()

Email

## H Billing & Equipment Delivery Details

Please supply your Billing Details, if they are different from your ADSL2+ Location Details.

Your equipment will be sent to this address. Please note Equipment Delivery Address can not be a P.O. Box.

Name

Company (if applicable)

Address

Suburb / Town

State  Post Code

Phone ()

Fax ()

Email

## I Payment

**NOTE:** American Express / Diners Club cards incur a surcharge of 2.75% (incl. GST) of the payment amount when TPG debits the card.

### Debit my Credit Card

Card Type :

Visa  Mastercard  Amex  Diners Club

Card Number

Name on Card

Expiry Date

Verification Code

 /  

**NOTE:** For security purposes you are required to provide the Verification Code. The 3 digit number is located on the signature panel on the back of your Visa, Mastercard, Diners Club.

On American Express, the 4 digit number is located at the front of the card above the credit card number. Please write this number in the space provided.

### Direct Debit my Account - Please fill in the Direct Debit form on the following page.

If paying by Direct Debit please provide driver's licence or proof of age card number for age verification:

## J Referral Information

How did you hear about TPG? Please let us know who referred you, or where you saw our advertisement.

## K Agreement

I declare that I have read, understood and agree to abide by TPG's Terms and Conditions as stated overleaf, and verify that I am over 18 years of age and able to enter into a legally binding contract.

SIGNATURE

NAME

DATE

 /  /   
Day Month Year

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**Enquiries** 1300 360855 **Email** [adsl@tpg.com.au](mailto:adsl@tpg.com.au)

## Agreement with TPG Internet Pty Ltd (ABN 15 068 383 737)

This Direct Debit Authorisation ('DD Authorisation') and Service Agreement is issued by TPG Internet Pty Ltd. (User ID 142619)

The Service Agreement and the DD Authorisation contain the terms and conditions on which you authorise TPG Internet to debit money from your account and the obligations of TPG Internet and you under this agreement. You should read through the Service Agreement carefully to ensure you understand these terms and conditions before signing the DD Authorisation.

### A Direct Debit Service Agreement

#### 1. Our commitment to you

We will not change the amount or frequency of drawing arrangements without your prior approval.

TPG Internet will not disclose your details except where necessary to TPG Internet's financial institution and for the purposes of conducting direct debits with your financial institution.

TPG Internet will give you at least 14 days notice in writing if there are changes to the terms of the drawing arrangements.

TPG Internet will draw from your nominated financial institution account on the business day normally 7 days prior to the expiry of your current internet account's subscription period. If the due drawing date is not a business day, TPG Internet will draw on the business day before or after that date.

#### 2. Your commitment to us

It is your responsibility to:

- Ensure your nominated account can accept direct debits.
- Ensure there are sufficient funds available in the nominated account to meet each drawing on the due date.
- Advise us if the nominated account is transferred or closed, or the account details change.
- Arrange an alternative payment method acceptable to TPG Internet if TPG Internet cancels the drawing arrangements.
- Ensure that all account holders on the nominated financial institution account sign the Direct Debit Authorisation.

A fee of \$50 applies if the financial institution rejects a Direct Debit transaction.

If you choose to cancel your Direct Debit payment, please contact TPG Customer Service in order to arrange Credit Card payment.

#### 3. Your rights

You should contact TPG Internet if you wish to alter the drawing arrangements. This includes:

- stopping an individual drawing
- altering the DD Authorisation
- cancelling the DD Authorisation

Where you consider that a drawing has been initiated incorrectly, you should firstly contact TPG Customer Service on the number appearing above. If you are not satisfied with the response, please write to us. Your letter should be marked "Notice of Complaint" and addressed to: **TPG Internet** at the address appearing above.

TPG Internet will respond within 7 days of receiving your letter. TPG Internet has formal procedures for dealing with a complaint.

#### 4. Other information

TPG Internet reserves the right to cancel drawing arrangements if drawings are dishonoured by your financial institution.

Your drawing arrangements are also governed by the terms and conditions of your TPG Internet account.

### B ADSL Location Number

Please supply the phone number of the phone line you want ADSL to be installed on.

Phone No. ( )

### C Your Username

Once you have registered for TPG Broadband, we will send you your username via email, which you should then enter here.

Username

### D Contact Details

First Name

Surname

Address

Suburb

State Post Code

Phone ( )

Email

### E Direct Debit Payment Details

Please provide details of the account you wish to debit.

- I/We request TPG Internet Pty Ltd (ABN 15 068 383 737) to draw money from my/our account conducted with:

BSB Number

Account Number

Name of Financial Institution

Branch

Account-holder's Name(s)

### F Agreement and Authorisation

- I/We declare that I/We have read, understood and agree to abide by the terms of the Direct Debit Service Agreement and Terms and Conditions of my/our TPG Internet account, and verify that I/We are over 18 years of age and able to enter into legally binding contracts.

Signature

Full Name

Title

Date

Signature

Full Name

Title

Date

## TERMS AND CONDITIONS FOR TPG ADSL AND VOIP BUNDLE PLANS

Soul Communications Pty Ltd and TPG Internet Pty Ltd are fully owned subsidiaries of SP Telemedia Limited. This agreement is with SOUL Communications Pty Ltd (Soul ABN 99 085 089 970) and TPG Internet Pty Ltd (ABN 15 068 383 737)

### 1.0 General Agreement

1.1 TPG Internet Pty Ltd ACN 068 383 737 (hereinafter referred to as "TPG") and the Customer (being an entity subscribing to TPG for the provision of the TPG ADSL and VoIP Bundled Service) accept, without limitation or qualification, these terms and conditions;

1.2 The Customer agrees to be bound by ALL TPG's Terms and Conditions as displayed on the TPG Internet web site at [www.tpg.com.au](http://www.tpg.com.au). TPG reserves the right to change these Terms and Conditions without notice to the Customer. Customers are bound by any revisions as at the date they are displayed on the TPG Internet web site at [www.tpg.com.au](http://www.tpg.com.au), and should regularly examine the current ADSL and VoIP Bundle Terms and Conditions and Standard Terms and Conditions.

1.3 If the Customer fails to comply with any of the conditions set out in this Agreement and/or with TPG's Terms and Conditions, TPG may terminate this Agreement immediately by giving written notice. On termination, the Customer's right to use the both the ADSL and VoIP services ceases immediately and TPG will not be liable for any resulting loss or damage suffered by the Customer.

1.4 This Agreement shall operate and be binding upon the parties from the date of its execution.

1.5 This Agreement shall be deemed to have been made in Sydney, Australia, and it shall be governed and interpreted according to the laws, including conflict of laws, applicable in the State of New South Wales. Each of the parties submits to the jurisdiction of the Courts of New South Wales.

1.6 If the Customer acquires the TPG service/s by a written or online application completed and/or provided to TPG by a TPG Dealer on behalf of the Customer, the Customer acknowledges that the Dealer is acting as TPG's agent only for the purposes of receiving this Agreement from the Customer and/or providing it to TPG. The Dealer is not TPG's agent for any other purpose or in any other capacity and the service/s is not provided by the Dealer. The Customer acknowledges that the TPG Dealer is not the Customer's agent.

1.7 The Customer agrees that information concerning the Customer will be held by TPG and may be used to enable both parties to perform obligations defined in this Agreement and any other agreements between TPG and the Customer.

1.8 The Customer is responsible for supplying and maintaining a current and operational email address on their TPG account/s and for reading email from TPG. TPG will not be responsible for any unauthorised access to this email address. Where this document mentions that the Customer will be electronically notified, this means notification by email to the contact email address on the Customer's account.

### 2.0 Provision of Service

#### 2.1 The ADSL Service

2.1.1 The TPG ADSL Service is a broadband Internet access service that provides access to the Internet and related services by means of Asymmetric Digital Subscriber Line technology (ADSL). ADSL is a technology which enables the transmission of digital information at high bandwidths on existing telephone lines. Unlike regular dialup Internet services, ADSL provides a continuously-available connection and accommodates simultaneous use of a standard telephone service and access to the Internet.

2.1.2 In order for TPG ADSL to be provided, the Customer's nominated telephone line must be active and must support ADSL. Checks to confirm the telephone line can support ADSL are completed upon registration, however, this does not guarantee that it will be possible to successfully install ADSL at the Customer's location.

2.1.3 The Customer's equipment, including computer, modem and software must meet the minimum requirements for the provision of TPG ADSL services outlined on the TPG website:

a) For minimum computer/operating system requirements, see 'System Requirements' on the TPG website at: [www.tpg.com.au/products\\_services/system\\_requirements.php](http://www.tpg.com.au/products_services/system_requirements.php).

b) For modem and other hardware/software requirements, refer to 'Frequently asked questions (FAQs)' in the 'Help Desk' section of the TPG website at: [www.tpg.com.au/helpdesk](http://www.tpg.com.au/helpdesk).

2.1.4 The Customer agrees and understands that in some cases the provision of TPG ADSL may be impossible due to limitations of a Third Party carrier's network. In such instances both parties will be released from their obligations under this Agreement and TPG will have no liability to the Customer.

2.1.5 The Customer also accepts that some services offered by Third Party carriers, including some services offered by the Customer's telephone provider, are incompatible with the ADSL service and may not be available to the Customer after connection to the TPG ADSL Network.

2.1.6 The Customer agrees and understands that their ADSL application may be rejected or delayed by a Third Party due to, but not limited to transpositioning (modification of a phone line to enable it to carry ADSL), or availability of ports at the Customer's local telephone exchange. The Customer acknowledges that these are issues with a Third Party and not directly with TPG.

2.1.7 The Customer acknowledges that there may be a minor disruption to the standard telephone service on the nominated line during ADSL installation.

2.1.8 Where the installation of equipment involves a telephone line, the Customer warrants that the Customer is the legal renter of the telephone line.

2.1.9 The Customer agrees to direct all queries regarding faults and outages of the ADSL Service to TPG's Technical Help Desk. The Customer is liable for any inquiries to Third Party service providers, including Telstra. TPG will invoice the Customer for any cost incurred which results from a Customer applying to, or making inquiries from, Telstra or other Third Party for help relating to the ADSL service.

2.1.10 When a customer reaches the monthly download limit applicable to their ADSL service, as specified for Customer's plan on the TPG website ([www.tpg.com.au](http://www.tpg.com.au)), their download speed will be slowed (throttled) to 64Kbps.

2.1.11 Back to base alarm systems and other equipment/services operating on the same telephone line as the TPG ADSL service may prevent the ADSL service from working. It is the Customer's responsibility to organise and pay for modifications/removal of such equipment or services to enable the TPG ADSL service to work.

#### 2.2 The TPG VoIP Telephone Service

2.2.1 The TPG VoIP Telephone Service is a voice communication service whereby the voice communication is converted into a digital signal and carried, in part, over a high-speed (broadband) Internet network. This type of telephony service may be generically referred to as Voice over IP (VoIP). It is separate and distinct from traditional fixed line (PSTN) telephone services.

2.2.2 The TPG VoIP Telephone Service offers the Customer the ability to make local, national and international telephone calls to select destinations using their ADSL Internet connection.

2.2.3 To access the TPG VoIP service, the Customer must use the specified modem/router provided by TPG for this purpose.

2.2.4 The customer understands and acknowledges that the TPG VoIP Telephone Service does NOT support access to 000 or other emergency service telephone numbers and is NOT a substitute for a standard (PSTN) telephone service. Customers should always maintain an alternative telephone service which provides access to 000 and other emergency service telephone numbers.

2.2.5 The Customer acknowledges that the TPG VoIP Telephone Service cannot be used to make calls to 1800, 1900, 0500, 13 numbers or for operator-assisted calls.

2.2.6 The customer understands that access to, and quality of, the TPG VoIP Telephone Service can be affected by factors affecting the Customer's ADSL connection including, but not limited to, the following:

- Throttling of the Customer's download speed.
- Usage of the ADSL connection while making a call with the TPG VoIP Telephone Service.

### 3.0 Equipment

3.1 The wireless 4-port VoIP modem/router supplied by TPG supports access to 000 and other emergency telephone numbers. Without this particular model of VoIP modem/router the Customer will not be able to call 000 or other emergency service telephone numbers with their TPG VoIP Telephone Service, and should keep a telephone handset attached directly to their (PSTN) telephone line for this purpose.

3.2 The VoIP modems/routers supplied by TPG have been customized for the TPG VoIP Telephone Service, and therefore may not work with other VoIP services without modification. All such modifications and all associated costs are the Customer's responsibility. The equipment warranty may become null and void if the modifications are not performed by the manufacturer.

3.3 Equipment provided by TPG to the Customer is covered by a 1 year return to base warranty. This means that equipment thought to be faulty must be returned to TPG by the Customer, and at the Customer's expense, for testing, repair or replacement. Replacement units are not provided until testing has been completed, and the unit is found to be faulty by TPG.

3.4 The ADSL USB modem does not work in a routed environment and is not stable in a Mac OS or Pre Windows 98 2nd Edition environment.

3.5 TPG will only deliver the Customer's equipment to the shipping address as indicated by the Customer on the registration form.

3.6 In a situation where a Customer is not able to receive ordered equipment and the equipment is returned to TPG, the cost of the return is carried by the Customer. In addition, TPG will charge the Customer for redirection of the delivery.

### 4.0 The TPG VoIP Telephone Service - Free Minutes and call rates

#### 4.1 Free minutes

4.1.1 Some TPG offers may include a specified amount of free VoIP call minutes in each billing month with bundled ADSL and VoIP plans. Free Minutes are defined by the following conditions:

- Free Minutes are only available for 6 months with specific ADSL and VoIP Bundle plans, 12 months with specific ADSL2+ with VoIP Bundle plans as displayed on the TPG website at the time a Customer registers.
- Free Minutes can only be used for local and STD calls to/within the following Australian Capital Cities: Adelaide, Brisbane, Canberra, Melbourne, Perth and Sydney.
- Free Minutes cannot be used for calls to mobile telephones or international destinations.
- Unused Free Minutes from a particular billing month will not be carried forward to the Customer's next billing month.
- Each call made using Free Minutes is calculated with a minimum call time of ten (10) minutes and thereafter in one (1) minute increments. For example, a 1 or 8 or 10 minute call will use 10 minutes of the Monthly Call Allowance, but a 13 minute call will use 13 minutes.

#### 4.2 TPG VoIP Telephone Service call rates

4.2.1 TPG VoIP Telephone Service call rates apply to all calls made with the TPG VoIP Telephone Service, other than calls which fall within the scope of any Free Minutes (see clause 4.1) included with the Customer's plan. All applicable call rates are available on the TPG website at [www.tpg.com.au/voip](http://www.tpg.com.au/voip). The following conditions apply to TPG VoIP call rates:

- TPG may change call rates at any time, without notice to the Customer.
- Calls will be charged at the rates which are displayed on the TPG website ([www.tpg.com.au/voip](http://www.tpg.com.au/voip)) at the time a call is made.
- The Customer is responsible for checking all applicable rates before making calls using their TPG VoIP Telephone Service.

4.2.2 TPG VoIP calls to select, fixed-line national destinations within Australia are charged at a flat rate as set forth in the TPG VoIP Telephone Service rate schedules displayed online at [www.tpg.com.au/voip](http://www.tpg.com.au/voip).

4.2.3 Calls to mobile phone services within Australia are charged in one (1) second increments from the time of connection, at the rate set forth in the TPG VoIP Telephone Service rate schedules displayed online at [www.tpg.com.au/voip](http://www.tpg.com.au/voip).

4.2.4 Calls to international destinations are charged in one (1) minute increments at the beginning of each minute increment, regardless of completion of each one (1) minute increment. The international call rates associated with these increments can be viewed online, displayed by country in the TPG VoIP Telephone Service rate schedules displayed online at [www.tpg.com.au/voip](http://www.tpg.com.au/voip). The minimum call charge to an international destination is 10 cents. The customer understands that international call rates to mobile phones may be different from call rates to fixed line telephones.

### 5.0 Billing

5.1 The Customer agrees to pay all subscription and usage charges for the TPG ADSL and VoIP Bundle Service invoiced to their account, whether the Customer has authorized such usage or not.

5.2 The Customer agrees to pay subscription and usage charges for the TPG ADSL and VoIP Bundle Service in accordance with the prices displayed on the TPG website. The Customer understands that monthly subscription fees, call rates, billing increments, taxes and other charges are subject to change from time to time by TPG without prior notice. However, TPG will not increase the monthly subscription fee payable by the Customer during the Initial Contract Period.

5.3 All charges relating to the TPG ADSL and VoIP Bundle Service are payable by credit card only. It is the Customer's responsibility to ensure there are current details for a valid, working credit card (Visa, Mastercard, American Express or Diners Club) on their TPG account, with sufficient funds to pay for all services charged to the account at any time TPG invoices the account.

5.4 Accepted credit cards: Visa, Mastercard, American Express, Diners Club. Accounts paid with an American Express or Diners Club card will incur a surcharge of 2.75% (incl. GST) of the invoice amount when TPG debits the card.

5.5 Non payment of a TPG invoice will result in the Customer's access to TPG services being cut or their account terminated, at the sole discretion of TPG.

5.6 The customer is able to update their credit card details online by logging into their account online at [https://cyberstore.tpg.com.au/your\\_account/](https://cyberstore.tpg.com.au/your_account/) or by calling the TPG customer service department on 13 14 23.

5.7 The Customer agrees to pay all registration fees at the time their application for the TPG ADSL and VoIP Bundle Service is processed. Registration fees may include charges for setup/transfer of the ADSL service, equipment and related delivery fees, upfront payment of the first month's subscription fee and a charge for prepaid VoIP phone credit.

5.8 TPG will commence the Customer's Initial Contract Period and monthly billing cycle on the day TPG ADSL is installed on the Customer's telephone line.

5.9 Subscription charges for the ADSL and VoIP Bundle Service are billed monthly in advance. 7 days prior to the beginning of each billing month the plan will automatically renew, and the following month's subscription fee will be charged.

5.10 Where TPG has offered a reduced monthly subscription fee for a specified limited period as part of an introductory promotional offer, TPG will not increase the subscription fee until that specified period has elapsed.

5.11 TPG's VoIP Telephone Service is provided on a prepaid basis only. At the time of registration, TPG will initially debit the Customer's credit card an amount (as displayed on the TPG website for the Customer's plan) for VoIP call credit.

5.12 Calls will be charged from the prepaid VoIP call credit on the Customer's account. When the Customer's VoIP call credit falls below \$5-01, TPG will 'top up' the Customer's prepaid call credit by automatically debiting the Customer's credit card \$20.

5.13 Any unused call credit will expire 12 months after the purchase of the TPG ADSL and VoIP Bundle Service. However, each 'top up' of call credit will commence a new 12 month period in which to use the new credit and any existing unexpired call credit. Expired call credit will not be refunded and will no longer appear on the Customer's account.

## 6.0 Additional Charging

6.1 The Customer understands that all changes to the ADSL contract/service will incur charges, including, but not limited to: Changes in bandwidth/speed/configuration, change of package, relocation of the ADSL service to a different address, reconnection of the service on a different telephone number or termination of the ADSL service during the Initial Contract Period. For details, refer to Additional ADSL Pricing at [www.tpg.com.au/products\\_services/adsl\\_additionalprices.php](http://www.tpg.com.au/products_services/adsl_additionalprices.php). The Customer agrees to pay all of the current, relevant charges upfront, when the application for the change is received by TPG.

6.2 All changes to the Customer's ADSL service can cause a disruption to the service. The period of disruption can vary, due to demand or limitations of a 3rd party's service outside of TPG's control. TPG recommends that the Customer telephone our Customer Service Department on 13 14 23 for an estimate of how long the ADSL service may be disrupted due to a specific change.

6.3 TPG will not reimburse subscription charges incurred while a requested change to the Customer's ADSL service is being processed or implemented, and will not be liable for any loss or damages associated with disruption of the ADSL service while the change is being implemented.

6.4 A change/s to a Customer's service will only be implemented once TPG receives all necessary information by way of an online application (see [https://cyberstore.tpg.com.au/your\\_account/](https://cyberstore.tpg.com.au/your_account/)) or in writing by email, fax or post - for contact details refer to <http://www.tpg.com.au/about/contact.php>.

## 6.5 Reconnection or relocation of the ADSL Service

6.5.1 ADSL is a permanent connection installed on a specific phone line (phone number) at a specific address. If the ADSL connection is disconnected (or disconnection is pending) due to, but not limited to, a client's telephone service being suspended, a change of lease/retail details or a change of telephone number/address, a charge will be payable to reconnect the service - refer to Additional ADSL pricing online at [www.tpg.com.au/products\\_services/adsl\\_additionalprices.php](http://www.tpg.com.au/products_services/adsl_additionalprices.php).

6.5.2 If, during the Initial Contract Period, the Customer chooses not to reconnect their ADSL service to their new address and/or telephone number, the standard TPG early contract termination fees of up to \$350 will apply.

6.5.3 The Customer's Initial Contract Period will restart on reconnection/relocation of the ADSL service. But, if the Customer also applies to change their ADSL plan/package, they will begin a new contract with a new Initial Contract Period as specified for the plan they have chosen.

6.5.4 If the Customer's existing plan is no longer offered by TPG when the relocation/reconnection is applied for, the Customer may be required to choose a new plan from TPG's current range, and start a new contract with a new Initial Contract Period as specified for the new plan.

## 6.6 Change of package/plan

6.6.1 Migrating to another TPG Internet access plan does not reduce the Initial Contract Period or terminate the Agreement or result in a reduction of the charges payable by the Customer to TPG. The new plan subscription and/or usage charges will apply from the date of the migration.

6.6.2 A Change of Plan fee and/or Contract Restart may apply if customers request to change their ADSL/ADSL2+ service, as displayed online at [www.tpg.com.au/products\\_services/adsl\\_additionalprices.php](http://www.tpg.com.au/products_services/adsl_additionalprices.php).

6.6.3 The Customer will be charged the first subscription fee for their new plan at the time their plan change application is processed. Any paid, but unused portion of the Customer's old plan, as at the date of migration, will be credited to the Customer's account.

## 6.7 Termination of the ADSL service

6.7.1 The Customer may terminate the TPG ADSL service by giving TPG at least 30 days written notice. The Service has to be paid up to the end of the notice period. If the Customer agreed to take the Service for an Initial Contract Period and seeks early termination, then a pro-rated contract pay out fee of up to \$350 will apply. Any unused ADSL time/VoIP call credit as at the date of cancellation will not be reimbursed.

6.7.2 If, within the Initial Contract Period, the Customer moves to another premise within Australia where TPG DSL is not provided, then a reduced cancellation fee will apply. If for any reason the disconnection is not genuine the Customer will still be liable for the balance of the contract.

6.7.3 The Customer authorises TPG to charge all termination fees to the Customer's credit card or direct debit account on receipt of their termination notice.

6.7.4 If the Customer's ADSL service is terminated due to non payment of service fees, the Customer will still be required to pay any relevant reconnection/cancellation fees.

## 7.0 Usage

7.1 The Customer is responsible for all usage of their TPG ADSL and VoIP Bundle Service. It is the Customer's responsibility to maintain the security of the means of physical access to the ADSL and VoIP services (including the Customer's account password) and to limit unauthorised access with current security software such as

firewalls and anti-virus programs. TPG recommends that the Customer updates their account password regularly.

7.2 If the Customer believes that their account has incurred charges for unauthorised usage of their TPG services, they agree to contact TPG as soon as they become aware of it. The Customer is advised to monitor their VoIP call usage and their Internet downloads regularly, by logging into their account online at [https://cyberstore.tpg.com.au/your\\_account/](https://cyberstore.tpg.com.au/your_account/).

7.3 Both the VoIP Telephone Service and the ADSL service included in the TPG ADSL and VoIP bundle plans are offered only as residential services for solely personal, residential non-business and non-professional use. TPG reserves the right to immediately terminate or modify any residential TPG service if we determine, at our sole discretion, that the Customer's use of the service is, or has been, inconsistent with normal residential usage patterns.

7.4 Connection to a wrong number is a valid call and will be charged accordingly.

7.5 TPG does not provide usage records for unlimited broadband plans which are not throttled after a specified download limit is reached.

## 8.0 Misuse of Service

8.1 TPG reserves the right to suspend without notice any Customer's account involved in offensive and/or illegal activities under State and/or Federal laws. In such a case the relevant law enforcement agency(ies) will be notified and, where possible, offending material(s) passed on.

8.2 The Customer agrees that their TPG ADSL service cannot be resold to any other party and that it is not available to: ISPs, Internet Cafés and Web Hosting Companies. Otherwise charges of \$10000 per month for a 256K connection, \$15000 per month for a 512K connection and \$20000 per month for a 1500K connection from the first date of connection will apply.

8.3 TPG does not under any circumstances permit the resale of TPG VoIP Telephone Service to any other party. Any Customer found doing this will be charged for all of that Customer's usage and any other party's usage to which they have sold or divulged material to enable access to TPG's VoIP Telephone Service, at three times the current rate applicable. TPG may terminate the Customer's account without notice and without refunding any unused prepaid credit.

## 9.0 Liability

9.1 The Customer hereby indemnifies TPG, its suppliers, employees, contractors and assignees against all liability, costs, loss or damage, suffered by the Customer arising from their use of the ADSL and VoIP Bundle Service.

9.2 Any support, maintenance and/or consulting by TPG to the Customer shall be regarded as separate to this Agreement. The Customer is responsible for any expenses relating to, but not limited to cabling, configuration, reconfiguration and/or modifications to the Customer's equipment.

## 9.3 The TPG ADSL Service

9.3.1 The Customer acknowledges that TPG cannot be held responsible for any loss incurred by the Customer because of faults and/or failures within a Third Party carrier's network infrastructure.

9.3.2 Customers use the ADSL Service at their own risk and TPG takes no responsibility for any data downloaded and/or the content stored on the Customer's computer. The Customer agrees not to make any claim against TPG, its suppliers, employees, contractors or assignees for any loss, damages or expenses relating to, or arising from, this Agreement or the use of the ADSL service, VoIP service and TPG mail service.

9.3.3 TPG will endeavour to make the ADSL Service available to the Customer 24 hours a day, 7 days a week. The Customer acknowledges that TPG cannot guarantee uninterrupted access or the performance, quality or speed of the ADSL Service. The Customer further acknowledges that the ADSL Service is not fault free and there may be interruptions, variances in quality and/or access problems from time to time. As TPG services depend on the performance of Third Parties over which TPG has no control, TPG can accept no liability for such interruptions, variances in quality and/or access problems or for any resulting material loss or loss of time.

9.3.4 The Customer will not be reimbursed for subscription fees paid or for loss of time or material losses resulting from having no ADSL or VoIP service while a change/s to the ADSL service requested by the Customer is being implemented.

## 9.4 The TPG VoIP Telephone Service

9.4.1 TPG will not be liable for any delays or failures in the VoIP Telephone Service, including emergency 000 dialing, connectivity, or any interruption or degradation of voice quality that is caused by any:

- Act or omission of an underlying carrier or service provider.
- Equipment, network or facility shortage, upgrade or failure.
- Service, equipment, network or facility failure caused by power outage to the Customer or TPG.
- Outage of TPG Internet service.

9.4.2 TPG is not responsible for reimbursements for calls made with another service while the TPG VoIP Telephone Service is temporarily unavailable.

9.4.3 The Customer acknowledges that the TPG VoIP Telephone Service cannot be used for calls to any emergency service telephone number, including 000 and should not be used for emergency calls of any type. TPG advises that the Customer maintains a traditional fixed line (PSTN) telephone service for emergency use.

9.4.4 The Customer acknowledges that the connection speed of Customer's ADSL service can affect the quality of TPG's VoIP Telephone Service or prevent connectivity with the service. TPG is not liable for loss of the Customer's VoIP service due to the throttling of ADSL download speed when the Customer reaches the monthly download limit specified for their plan.

9.4.5 TPG shall not be liable for the consequences of an occurrence of any event beyond its reasonable control and such occurrences shall not amount to a breach of this Agreement.

## 10.0 Additional Terms and Conditions

### 10.1 Back-up dial-up Service

10.1.1 A backup dial-up service is available with all TPG ADSL plans for use by the Customer in the event of an ADSL fault, or from a remote location.

10.1.2 The backup dial-up service (see 8.1) is charged at a rate of \$1.10 per hour, capped at \$16.99 per monthly billing period, except for the Broadband Value 256 plan. Any dial-up usage incurred by a Customer on the Broadband Value 256 plan will be deducted from the Customer's 200MB monthly download limit. Once the customer has exceeded the 200MB limit, additional dial-up usage will be charged at the standard excess rate of 15cents/MB.

10.1.3 Dialup usage is calculated in one-minute increments and charging is rounded to the nearest cent. A minimum access charge of 11 cents including GST per session applies.

10.1.4 By utilising the backup dial-up service, the Customer is agreeing to TPG's Dialup Terms and Conditions.

10.1.5 Each time the Customer connects to the Internet using their backup dial-up service, the Customer will incur call charges as per the Customer's contract with their telephone service provider, and the Customer will continue to be liable for all call charges from their telephone service provider. It is the responsibility of the Customer to ensure that the dial-up access telephone number they use is a local call number.

#### 10.2 DSL Transfer (Churn) Agreement

10.2.1 TPG will supply the DSL service from the date the transfer takes effect (the Customer will be notified when this happens).

10.2.2 The Customer will pay TPG for all charges associated with the transfer.

10.2.3 The Customer will still be responsible to their current DSL supplier for any charges incurred and/or billed up to the date the transfer takes effect.

10.2.4 The Customer understands that it is their responsibility to check the terms of their contract with their current DSL supplier to determine if there will be any consequences under that contract as a result of this transfer (such as an early termination payment).

10.2.5 TPG may refuse or cancel the Customer's service on the basis of its credit assessment of them.

10.2.6 After the transfer, the Customer may not be able to receive certain benefits they currently receive from their DSL supplier (e.g. discounts or specific product enhancements).

10.2.7 The Customer authorises TPG to act on their behalf to transfer their DSL service.

10.2.8 TPG does not provide support for non-TPG supplied equipment.

10.2.9 The Customer's DSL service will remain active with their current DSL supplier until the transfer takes place.

10.2.10 The Customer will need to contact their current DSL supplier about any faults with their DSL service until the transfer takes place.

10.2.11 The Customer may experience an outage in their DSL service of up to 4 hours whilst the transfer takes place. TPG is not liable for any delays or outage during the transfer process as TPG is dependent on a Third Party for implementation of the transfer.

10.2.12 TPG holds no liability if the DSL transfer is rejected.

10.2.13 The Customer is the account holder of the DSL service(s) listed above, or is authorised by the account holder to transfer this service to TPG.

10.2.14 The Customer authorises TPG to confirm, on their behalf, their current technical data to be used for the DSL transfer process only.

## STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions apply to services supplied to consumers by any of the companies in the SP Telemedia Limited group of companies (each a "TPG Soul Company"), including Soul Communications Pty Ltd (ABN 99 085 089 970), Soul Contracts Pty Ltd (ACN 110 992 446) and TPG Internet Pty Ltd (ABN 15 068 383 737). The TPG Soul Company you contract with will depend on which service you acquire and, if you acquire multiple services from us, you may enter into agreements with more than one TPG Soul Company. In these Standard Terms and Conditions "we", "us" and "our" refers to the relevant TPG Soul Company. Other terms are as found in the Definitions table at the end of this document.

### 1. Agreement

1.1. An agreement is formed when you apply to acquire a service from us and we accept your application. The application may be made over the phone, or by completing an online ordering process or a physical order form. You warrant that you are over 18 years of age and legally entitled to enter into the agreement.

1.2. The agreement will be made up of:

- Your application;
- The service description;
- The plan brochure or other document provided to you relating to the service during the application process; and
- These Standard Terms and Conditions.

1.3. If there is inconsistency between any part of the agreement, the inconsistency will be resolved according to the following order of priority:

- The plan brochure;
- The service description;
- these Standard Terms and Conditions; and then
- your application.

### 2. Period of the Agreement

2.1. The agreement commences when your application is accepted by us.

2.2. For contracts other than fixed period contracts, the agreement will continue until it is terminated by either party on 30 days notice or otherwise in accordance with the agreement.

2.3. For fixed period contracts, the agreement will continue:

- for the minimum contract period referred to in your application or in the service description or plan brochure; or
- until it is terminated in accordance with clause 12.

2.4. If neither you nor we cancel the agreement at the end of the fixed period contract, we will continue to supply the service to you on a month-to-month basis.

2.5. If we will not continue to provide the service to you at the end of the fixed-period contract or if we wish to change the terms of the agreement, including charges, we will inform you of this at least 30 days before the end of the fixed period contract.

### 3. Changes to the Agreement

3.1. We may change the agreement in the following circumstances:

- Where you agree to the change;
- Where the change will not adversely affect you and, before the changes take effect, we have given you notice of the change;
- Where the change is in relation to charges for making international telephone calls or roaming and, before the changes take effect, we have given you notice of the change;
- Where the change is to introduce or vary a fee or charge to pass on a tax or levy imposed by law and, before the changes take effect, we have given you notice of the change;
- Where the change is to introduce or to vary a charge associated with a content or premium service where we rely on a third party for the service and the third party increases its price to us and, before the changes take effect, we have given you reasonable notice of the change;
- If the agreement is a fixed period contract and the change is adverse to you, and we provide to you not less than 21 days notice of the change.

3.2. We may withdraw any plans/packages at any time by giving you notice but such withdrawals will only take effect from the end of your then current fixed-period contract.

3.3 Notice of a change to the agreement may be given by us:

- by email to your nominated account email address,
- with or as part of a bill, or
- otherwise in writing, including by fax or mail.

3.4. Changes to these standard terms or a service description will be made available online and you are encouraged to check our website regularly.

3.5. If we change the agreement under clause 3.1(f), you may cancel the agreement within 42 days of the date of the notice without incurring charges, other than usage or network access charges to the date the agreement ends and outstanding amounts for installation or for equipment with other suppliers' services.

3.6 Your ongoing use of the service after the date of a variation, alteration, replacement or revocation or on the expiry of the 42 day period, is deemed acceptance of the variation, alteration, replacement or revocation.

## 4. Applications

4.1. You warrant that information provided to us in the application is true and correct in all material respects and you acknowledge that we will rely on it. You agree that, if you give us incorrect information during an application which is then relied upon and used by a third party carrier for the provision or attempted provision of a service, you will be liable for a resubmission payment to us.

4.2. An application for Service may be refused by us in the following circumstances:

- Where there is a technical limitation to our ability to provide you the service, including where there are network capacity constraints;
- Where you have not completed an application process correctly or have been unwilling to provide us with a document or information we require;
- Where you do not meet our credit assessment criteria.

4.3. By applying for a service, you authorise to communicate with credit referencing bodies/associations about your credit history and in so doing to provide them with the details that you have provided to us. We may do this from time to time during the term of the agreement

4.4. We may apply restrictions to a service where you have not met our credit assessment criteria. We will advise you of the general nature of the reasons for these restrictions and, if applicable, how you may access services which have been restricted.

4.5. We may pay commission to a dealer or agent acting on our behalf who is involved in your application process.

## 5. Your Private Information

5.1 As part of your application and in connection with the provision of service to you, we may obtain from you private information about you.

TPG Soul is required by law to collect certain Personal Information about you, including your name, address and telephone service number to provide it to the operator of the Independent Public Numbering Database (IPND). Information in the IPND is used to develop directories and to assist emergency service organisations.

5.2 We use our best endeavours to comply with a privacy policy which is available on our website or by contacting us. This policy governs the information we collect on you, how we use it and your rights to access it. You consent to us to collect and disclose your personal information including any unlisted telephone number and address from or to:

- any credit providers or credit reporting agencies to use the information for all purposes permitted by the Privacy Act (1988) including to obtain a credit report about you or your registered business, maintaining a credit information file about you, or notifying a default by you;
- any law enforcement agencies to use the information to assist them in the prevention or prosecution of criminal activities;
- to conduct ongoing credit management of your account;
- any of our shareholders, related entities, suppliers, agents or professional advisers for reporting, accounting, product supply and service, marketing and audit purposes;
- any upstream supplier to us to use the information for any purposes connected with the service or your use of the service; and
- any person who provides us with your username(s) or password(s).

5.3. From time to time we will update you on our services, news, promotions and offers including those from related or affiliated organisations. You consent to us contacting you at any time (including after you have terminated the agreement), for this purpose through any available contact methods. You can withdraw your consent at any time by contacting us.

## 6. Minimum Contract Period

6.1. The minimum contract period is the minimum fixed period during which you must acquire the service. The minimum contract period may be specified in your application or in the plan. The minimum contract period commences when the service is activated.

6.2. If, during the minimum contract period, you cancel the service or we cancel the service because of your default, you may be liable to pay an early termination charge which is either set out in the plan brochure or in the service description.

6.3. Once the Minimum Contract Period is over, your service will continue to renew automatically, and you will continue to be charged for the service, until such time as you or we cancel the service by giving 30 days notice.

## 7. Usage

7.1. You are responsible for all usage charges in respect of the use of your service, whether or not such usage was authorised by you.

7.2. You acknowledge that usage of some services can occur because of an infection of your computer with a virus or due to other unauthorised third party intrusions.

7.3. You are not permitted to authorise a third party to use your service without direct supervision and/or written authorisation by us.

7.4. You acknowledge that we cannot be held responsible for any loss incurred by you because of faults and/or failures within a third party carrier's network infrastructure.

7.5. While we will use our best endeavours in providing the service, you use it at your own risk. Even if you lose some equipment or permit another person to use your service, you are solely responsible for its use including:

- the calls made and messages sent;
- the sites and content accessed;
- the content or software downloaded and the effect it may have on your equipment or service;
- the products and services purchased;
- the information provided to others;
- the installation or use of any equipment or software whether provided by us or not;
- the modification of any settings or data on your service or related services or equipment whether instructed by us or not;
- the personal supervision of any users under the age of 18 who use the service; and

- i) the lawfulness of your activities when using the service and accessing any sites and third party content.

7.6. The service is provided to you on the basis that it is used only for approved purposes. In particular you must:

- a) not use the service in any manner involving illegal, malicious, deceptive or misleading activity;
- b) not breach any standards, content requirements or codes set out by any relevant authority or industry body;
- c) not use the service in any way which interferes with the operations of the service network, anyone else's enjoyment of their service or which upsets or offends any person;
- d) not use the service for commercial purposes or in any way distribute or resell the service without our written permission;
- e) obey all laws, regulations, guidelines and our reasonable instructions concerning your use of the service;
- f) give us all information and cooperation that we may need in relation to the service; and
- g) advise us of changes in your personal information such as account details, debit or credit card details and expiry dates and billing and service addresses.

7.7. You must not use the service in a way which contravenes any fair use policy, acceptable use policy or fair go policy that applies to the service.

7.8. We may suspend or terminate, with or without notice, your account if, in TPG's opinion, it has been directly or indirectly involved in activities that are detrimental to our internet service or jeopardise the use of our service or its performance for other customers or how the wider community will perceive TPG. Such activities include, but are not limited to, 'Spamming' e-mail or forwarding spammed e-mail to other Internet user's e-mail addresses, customers listed or cause the listing of us or our other customers on any Real-time Black List, e-mail bombing and the use of bulk e-mail programs to unsolicited recipients, commercial advertising, informational announcements, charity requests, petitions for signatures, chain letters and political or religious messages, attempted unauthorised access to other Internet servers and systems, misrepresentation and abusive or offensive behaviour in newsgroups and other online facilities.

7.9. You must not use the service in a way or post to or transmit to or via the service any material which interferes with other users or defames, harasses, threatens, menaces, offends or restricts any person or which inhibits any other customer from using or enjoying the service. You must not use the service to send unsolicited electronic mail messages to anyone. You must not attempt any of these acts or permit another person to do any of these acts.

7.10. We may suspend without notice your account if it has been used in offensive and/or illegal activities under State and/or Commonwealth laws. This includes the dissemination of banned pornographic material and other illegal content. In such cases, the relevant law enforcement agency(ies) will be notified, and offending material(s) may be passed on to them.

7.11. If who use a website or web hosting service provided by us for the public dissemination of violent or pornographic material, you must issue appropriate content warnings and provide viewing guidelines on your website, as per the Classification Act. This is especially important with respect to content which is likely to be considered unsuitable for children according to the Classification Guidelines provided in the Act. If it is brought to our attention that these appropriate content warnings and/or viewing guidelines have not been provided, then we reserve the right to suspend or terminate your account and pass this information on to the relevant authorities.

7.12. What constitutes inappropriate use will be determined by us, at our sole discretion provided that we act reasonably.

7.13. We may monitor the use of your service, however we do not promise to do so. If we identify excessive use or unusual activity we may temporarily restrict or suspend your service. If we do so we will endeavour to contact you via your nominated primary contact details. We may require an advance payment before your service is restored. You should not rely on us to contact you or to suspend your service in the event of excessive or unusual activity.

7.14. We may at any time, without notice and at our absolute discretion, suspend or disconnect your access to part or all of the service, or delete or deny you access to your data if we have reasonable cause to do so.

7.15. We may investigate any misuse of the service by you, in conjunction with relevant law enforcement agencies. If your use of the service results in loss to other users or us, you may be liable to pay compensation.

## 8. Phone Numbers

This section applies if you acquire a telephone or other service number.

8.1. If you do not already have a phone number for your phone for use with the service, we will issue you a phone number.

8.2. All phone numbers are selected, issued and used by us in accordance with ACMA's Numbering Plan and Telecommunications Numbering Plan Number Declarations (numbering regulations).

8.3. For an additional charge, you may apply for a specific phone number.

8.4. We may be required to recover or recover and replace a phone number we have issued to you in order for us to comply with the numbering regulations.

8.5. We will give you as much notice as is reasonably practicable if we have to do this.

8.6. You may request a new phone number. If we agree to issue you a new phone number, you may have to pay a charge.

8.7. If you need a new phone number because you have received calls of a harassing nature and you reported the matter to the relevant law enforcement agency, we will supply you with a new phone number free of charge on the first two occasions. You will have to pay a charge for any further phone number changes.

8.8. You do not own the phone number but your right to use the phone number starts when we issue the phone number to you.

8.9. Your right to use the phone number ends if you no longer obtain the service unless you port the phone number.

8.10. You may transfer your service number to another carrier or service provider. If you do so you acknowledge and understand that:

- a) charges may apply as a consequence of a transfer from us to another carrier or service provider;
- b) any outstanding fees and charges which remain are your responsibility;
- c) the transfer may result in disconnection of any related services such as Voicemail, paging and data services, silent numbers, priority assistance or other enhanced services;
- d) it is your responsibility to ensure that any equipment or software used by you in connection with your service works with your new carrier or service provider; and
- e) if after the transfer of your service from us, you continue to use our service (for example through the use of an override code), you agree to pay us for any fees and charges incurred for those services.

8.11. In the event that you transfer from us prior to the expiration of the minimum

term of your plan you will be liable for any outstanding fees and charges including plan payout and plan cancellation fees.

8.12. Where you transfer to us:

- a) you authorise us to sign on your behalf and in your name forms of authority to your current supplier to transfer your service number(s) to us and you authorise your current supplier to transfer to us all services relating to the service numbers transferred to us;
- b) if your current supplier charges or credits us with any amount concerning services provided before the date of transfer, we will credit or charge that amount to your account accordingly and as soon as practicable; and
- c) you indemnify us against any claims made by your current supplier to us in relation to any amounts owing by you to them.

8.13. If you stop obtaining the service and do not port the phone number, we may issue the phone number to another customer in accordance with the numbering regulations.

8.14. We are not liable to you for any expense or loss incurred by you due to:

- a) any recovery or recovery and replacement of the phone number under clause 8.4 above, or
- b) you ceasing to have the right to use the phone number under clause 8.9 above.

8.15. If your service is disconnected or transferred from us you must pay us all outstanding amounts under the agreement. Once we have received payment, we will refund to you any amount(s), which we may still hold. If we are unable to refund monies owed within 12 months of your disconnection we will retain the funds, which you agree to forfeit to us.

## 9. IP Addresses

9.1. You agree that the IP Address(es) issued to you for use in connection with a service are only issued to you for use during the term of your acquisition of the service. On termination of the service, your right to use the IP Address(es) ceases.

9.2. We are responsible for all DNS delegation and routing in connection with the service.

## 10. Billing and account payment

10.1. The plan brochure or service description may provide that bills will not be issued. If that is so, charges will be incurred notwithstanding that no bill has been issued.

10.2. Where we have agreed to issue bills, we will send to you by mail or email notification a tax invoice at the end of billing periods unless the plan brochure stipulates otherwise. You must pay all outstanding amounts by the due date as shown on your tax invoice.

10.3. Usage records and download times can vary from time to time. Whilst we aim to do so, we are unable to guarantee that all usage records during a billing period will appear on the corresponding bill. This is particularly so for charges incurred whilst using international roaming but also applies for other types usage.

10.4. Payments may be made to us through our available payment methods. Service fees and charges may apply for some available payment methods. We will apply payments made by you against outstanding tax invoices at our discretion.

10.5. If you have chosen to use our direct debit facilities, and we have not received your payment by the due date, unless we agree with you otherwise, we will debit your nominated account on or after the due date. We may continue to do so at any time until all amounts due are paid.

10.6. Where in our opinion you have a reasonable claim or dispute with an invoice, we will suspend our collection or recovery processes until a determination on your claim or dispute has been made.

10.7. All administration, registration and set-up fees are non-refundable. You may exchange or receive a refund for equipment which has not been opened or used and has been returned to us within 30 days of purchase.

10.8. If you require us to send to you a printed copy of an invoice, this may be subject to an administration fee of \$10.00 inc GST will apply per request.

10.9. Accepted credit cards: Visa, Mastercard, American Express, Diners Club. Accounts paid with an American Express or Diners Club card will incur a surcharge of 2.75% (incl. GST) of the debited amount when we debit the card.

10.10. You are responsible for ensuring there is sufficient funds/credit available in your nominated credit card or direct debit account at any time we debit the account. You must pay dishonor fees and any other charges, expenses or losses resulting from our attempting unsuccessfully to debit the credit card or direct debit account unless the failure was due to a clear error on our part. Dishonored cheques incur a \$16.50 inc GST handling charge. Direct Debit rejections incur a \$20.00 inc GST charge.

10.11. You are required to inform us if your credit card is due to expire at least two weeks prior to the expiry date and are required to provide us with details of a current credit card. We may close an account 2 days prior to the expiration of the nominated credit card if updated credit card details are not provided. You must also advise us if your nominated direct debit account is transferred or closed, or the account details have changed.

## 11. Bank account direct debit terms

11.1. If you have arranged to pay us by providing a Direct Debit Request ("Your Direct Debit Request"), this clause sets out the terms on which we accept and act to debit amounts from your account under the Direct Debit System.

11.2. We agree to be bound by this clause when we receive your Direct Debit Request complete with the particulars we need to draw an amount under it.

11.3. We may have requested from you an online or verbal declaration giving us authority to deduct monies from your bank account. By agreeing to this declaration you will be regarded as having 'signed' a Direct Debit Request (DDR) Form. You also agree that we may reproduce this document from our electronic records and that the reproduced document shall, in the absence of error, be an accurate copy of this document signed by you.

11.4. If you are not authorised to operate this bank account by yourself then those person(s) whose authority is required must complete and sign a DDR and return it to us.

11.5. As recipient of a Direct Debit Facility (DDF) from you, we will:

- a) provide you with a statement of the amounts we draw under your Direct Debit Request every month;
- b) provide you at least 21 days notice in writing, if we propose to:
  - i. change our procedures in this agreement;
  - ii. change the terms of your Direct Debit Request; or
  - iii. cancel your Direct Debit Request.
- c) agree to deal with any dispute raised under your Direct Debit Request as follows: We will investigate the dispute and if it is found that the amount has been debited in error we will refund the disputed amount within 5 business days. Where it is found that the disputed amount has been debited correctly and in accordance to the terms of the Direct Debit Agreement, we will notify you of that outcome in writing within 5 business days; and

- d) not disclose any personal information provided to us under the Direct Debit Request, which is not generally available, unless: you dispute any amount we draw under your Direct Debit Request and we need to disclose any information relating to your Direct Debit Request or to any amount we draw under it to the Financial Institution at which your account is held or the Financial Institution which sponsors our use of the Direct Debit System or both of them; you consent to that disclosure; or we are required to disclose that information by law.

#### 11.6. As the provider of DDF you:

- a) authorise us to draw money from your account in accordance with the terms of your Direct Debit Request and the agreement;
- b) acknowledge that if the day on which you are due to make payment to us is not a business day we draw under your Direct Debit Request on the next business day following the normal payment date. You will need to enquire directly with your Financial Institution if you are uncertain when they will process an amount we draw under your Direct Debit Request on a day that is not a business day;
- c) may ask us to:
- alter the terms of your Direct Debit Request;
  - defer a payment to be made under your Direct Debit Request;
  - stop a drawing under your Direct Debit Request. In such instances an alternative method of payment must be arranged 3 days prior to the due date and payment received by the due date; or
  - may cancel all your services including your Direct Debit Request by sending a written request including your customer number and telephone number to us;
- d) will advise us of any disputed amount drawn under your Direct Debit Request as soon as practically possible by notifying us of your dispute by letter or fax, (include your customer number and telephone number to us) and provide us with details of the payments in dispute and reasons for the dispute. We will endeavour to resolve any dispute within 21 days. Disputes may also be directed to your own Financial Institution;
- e) acknowledge it is your responsibility to ensure there are sufficient clear funds available in your account by the due date, on which we will draw any amount under your Direct Debit Request, to enable us to obtain payment in accordance with your Direct Debit Request;
- f) acknowledge that if your Financial Institution rejects any of our attempts to draw an amount in accordance with your Direct Debit Request, we will recharge any dishonour fees charged to us by the Financial Institution, to your account. We will make two attempts to draw outstanding amounts in accordance with your Direct Debit Request. If these fail, we will contact you by telephone or in writing to seek alternative methods of payment for the outstanding balance of your account, and to agree a suitable payment method for future account payments;
- g) acknowledge not all accounts held with a Financial Institute are available to be drawn under the Direct Debit System and that prior to providing your account details to us under the Direct Debit Request, have verified those details against a recent statement from your Financial Institution to ensure those details are correct.

#### 12. Suspension/Disconnection of the service

12.1. If your fixed period contract has expired or you are on a month-to-month contract, you or we may disconnect the service and cancel the agreement at any time by giving 30 days notice.

12.2. If you fail to comply with what we consider to be an important term or condition of this agreement or should you fail to comply with a number of less important terms and conditions then we can suspend or disconnect your service or reroute calls from your service. We will generally provide you with notice of your failure and allow you a reasonable time to remedy it. However we may suspend or disconnect your service without notice to you where:

- you exceed the amount of your air limit or credit limit;
- there has been, in our opinion, unusual activity on your service;
- you have not paid charges when due and have not remedied that failure within what we consider to be a reasonable time;
- you do something which we believe may damage the service network;
- you are no longer approved by us under our assessment policies or otherwise to receive the service;
- an authority such as the ACMA or enforcement agency instructs us to do so;
- we believe that you have used your service to commit unauthorised, criminal or unlawful activity;
- you vacate the premises in which you are provided the service without notifying us beforehand;
- there are technical problems with the service network or the service network requires repairs or maintenance;
- we believe it is necessary to comply with our legal obligations;
- we are entitled to do so under the specific terms and conditions of your plan or package;
- you attempt, threaten or cause harm to any staff, equipment or network infrastructure of ours or any of the service networks.

12.3. In the following additional circumstances we may suspend or disconnect your service(s) or reroute calls from your service(s) but we will provide you with reasonable notice prior to doing so:

- you have a mobile service and you inform us that you have lost your SIM card;
- you have a mobile service which does not toll in any three month period;
- you do anything which we believe may damage the service network;
- you have used the service, in our opinion, other than in accordance with the agreement;
- you do not comply with the terms set out in a Plan Brochure or a Service Description.

12.4. Where one or more services included in a bundled offer(s) are disconnected, entitlement to any discounts under such offers may be forfeited.

12.5. While your service is suspended or disconnected we will continue to charge you any applicable fees and charges. We will only do so where the suspension or disconnection is due to your failure to comply with your obligations under this agreement, or is performed at your request.

12.6. Where we disconnect your service prior to the expiration of the minimum term of your plan you will be liable for any outstanding fees and charges, including the remaining access fees on your plan plus a plan cancellation fee if applicable. We will only charge a plan cancellation fee in circumstances where you have failed to comply with an important term or condition of our agreement.

12.7. We are not liable to you or any person(s) claiming through you for any loss or damage arising from suspension or disconnection of your service in accordance with

this clause.

#### 13. Force Majeure

13.1. We will not be liable for:

- any delay in installing any service.
- any delay in correcting any fault in any service.
- failure or incorrect operation of any service, or
- any other delay or default in performance under this Agreement

if it is caused by any event or circumstance reasonably beyond our control, including but not limited to; war, accident, civil commotion, riot, military action, sabotage, act of terrorism, vandalism, embargo, judicial action, labour dispute, an act of a government or a government authority, acts of God, earthquake, fire, flood, plague or other natural calamity, computer viruses, hacker attacks or failure of the internet or delay, or failure or default by any other supplier.

#### 14. Liability

14.1. You may have certain rights and remedies under:

- the Trade Practices Act 1974 (Cth) and other laws, which may imply certain conditions and warranties into this agreement; and
- the Customer Service Guarantee issued by the ACMA, which established minimum connection and fault repair times, breach of which entitles you to certain specified amounts of damage.

14.2. We do not exclude or restrict or modify those rights, remedies or implied conditions and warranties.

14.3. All other terms, conditions, warranties, undertakings, inducements and representations, whether express or implied relating to the supply of the service and equipment are excluded. We are not liable to you or any third party for any direct or consequential loss or damage however suffered or incurred (whether in negligence or otherwise) in relation to the service or the equipment. However, we do not exclude our liability for death or personal injury caused by negligence.

14.4. Where we are liable for any loss or damage in connection with or arising from the breach of any term, condition, warranty or remedy implied by the Trade Practices Act 1974 (Cth) our liability is limited to resupplying, repairing or replacing the relevant service or equipment where the service or equipment is not of a kind ordinarily required for personal, domestic or household use or consumption and where it is fair and reasonable to do so.

14.5. You must let us know as soon as you become aware or believe that you have a claim against us.

14.6. We are not liable for any defamatory, offensive or illegal conduct or material found in connection with our services, including such conduct or material transmitted by any means by any other person.

14.7. You indemnify us from and against all actions, claims, suits, demands, liabilities, losses, costs and expenses arising out of or in any way connected with your use of the service or the equipment in a manner contrary to the terms of this agreement.

14.8. Where you are two or more persons your liability will be joint and several.

#### 15. Assignment

15.1. You may transfer your rights and obligations under this agreement to other person(s) approved by us under our assessment policies.

15.2. Where we reasonably consider there will be no detriment to you, we can without your permission and without notice:

- transfer our rights and obligations under this agreement to our nominee;
- temporarily or permanently delegate our obligations under this agreement to our nominee; or
- novate this agreement to our nominee by ending this agreement and entering into a new agreement between you and our nominee, on terms similar to this agreement.

15.3. If we do any of the above the transfer or delegation or novation will take effect when the relevant document is signed. You irrevocably appoint us as your attorney to sign any necessary documents to enable the transfer, delegation or novation to take effect.

#### 16. Governing law

16.1. This agreement is governed by the laws of the state or territory of Australia in which you are normally resident. You and we agree to submit to the jurisdiction of the courts of such state or territory.

#### 17. Meaning of words

17.1. Terms used within this agreement have the following meaning unless the context suggests otherwise.

- ACMA means the Australian Communications and Media Authority.
- agreement means the agreement for the provision of the services between us comprising the items outlined in clause 1.2 of these standard terms.
- air limit means a usage threshold we may impose on use of your mobile service.
- available service area means locations in which the service network is capable of providing service. Information on coverage areas is available by contacting us or visiting our website.
- billing period means the period in which you are billed by us for service. You will have 12 billing periods per year unless we agree otherwise.
- billing run means the process of producing a bill for you. Each billing run corresponds to a billing period.
- carrier means a Telecommunications carrier licensed under the Telecommunications Act 1997.
- contact method means mail, SMS, MMS, email or telephone.
- credit assessment policies means those rules we use to determine whether we wish to accept or decline to provide or continue to provide you with the service. These policies may change from time to time without notice to you. Under these policies you must: be at least 18 years of age; be capable of entering into a legal contract; be alive; not be insolvent or bankrupt or subject to any proceedings to make you insolvent or bankrupt; where you are in a partnership, the partnership must not have been dissolved; where you are a company neither you nor any of your assets may have been assumed under the terms of a debt security instrument or under court order or otherwise appointed.
- credit limit means a limit we may place on your use of a service or on amounts you owe us at a point in time.
- current supplier means a carrier or telecommunications service provider who supplied telecommunications to you at the time of signing the agreement.
- customer care policies means the policies, procedures, terms and conditions under which we provide services. Our customer care policies are updated from time to time and are available on our website or by



- contacting us.
- m) customer service guarantee means the current minimum performance standard set by the ACMA under sections 115, 117 and 120 of the Telecommunications (Consumer Protection and Service Standards) Act 1999.
- n) direct debit date means the date, on or after the due date, on which we will automatically debit your direct debit facility for amounts due.
- o) direct debit facility means the debit account or credit/charge account nominated by you for the debiting of your fees and charges.
- p) due date means the date the amount shown on your tax invoice is due to be paid to us. The due date is not less than 14 days after the tax invoice date.
- q) enhanced services means the services we provide that are designated by us as enhanced services. Our website and plan brochures will detail which services we have designated as enhanced services.
- r) equipment means the item(s) required or otherwise used in conjunction with your service such as mobile phones, fixed lines phones, personal computers, software and modems purchased from us or otherwise.
- s) factsheets means detailed information made available on our website or otherwise.
- t) fees and charges means fees and charges payable by you under your plan and under this agreement including any amounts of applicable GST.
- u) fixed line service means the standard telephone service comprising connection to the public switched telephone network plus any other service(s) offered by us including any enhanced services.
- v) fixed period contracts are entered into where you commit to a minimum period for which you will acquire the service and may be set out in the plan brochure but do not include month to month contracts.
- w) GST means the tax imposed by A New Tax System (Goods and Services Tax Imposition General) Act 1999 and any regulations thereto or such other Act and regulations of equivalent effect.
- x) GST Act means A New Tax System (Goods and Service Tax) Act 1999.
- y) GST supply means a supply as defined in and which is subject to liability for GST under the GST Act.
- z) Hardware means the Call Saver Unit or any equipment that we may provide from time to time.
- aa) internet service means connection to the global network of computers known as the internet using software protocols supported by us, plus any other services offered by us including enhanced services.
- ab) mobile network means the mobile network over which we supply the service.
- ac) mobile service means the connection to the Mobile Network plus any other services offered by us including enhanced services.
- ad) package means a grouping of services and plans, which are sold together under specific terms and conditions.
- ae) passwords means the personal information or security codes such as your customer service account passcode or website password used by us to confirm that an individual has authority to enquire or transact on your account.
- af) personal information has the same meaning as defined within the Privacy Act 2000.
- ag) plan means your plan for each of the service(s), the terms and conditions of which may include a minimum term, monthly fees and call charges as amended from time to time.
- ah) plan brochure is any brochure or other document (including a webpage) which sets out the terms and conditions of a plan.
- ai) premium services means content or information services, charged at a flat or timed rate, such as picture, ringtone and game downloads, and SMS messages to weather services, as well as psychic, voting and competition lines. Premium Service phone numbers usually begin with 190 or an international prefix, whilst SMS numbers usually begin with 18 or 19.
- aj) primary contact means the mobile or fixed line service number, email address or other specific contact designated by you and accepted by us to use as our primary means of contacting you in relation to your account.
- ak) priority assistance means services offered to persons who are diagnosed with a life threatening medical condition with a high risk of rapid deterioration to a life threatening situation and where access to a telephone would assist to remedy the life threatening situation.
- al) service means any and all of the digital mobile phone services, fixed line services and internet services that we provide to you including any enhanced services and also includes our customer support services. Information on our services is available on our website.
- am) service network means the carrier of the telecommunications services sold to you by us and includes the mobile network.
- an) SIM card means the subscriber identity module card, which the network owns, but is provided to you to be placed into your mobile phone to enable you to access your mobile service.
- ao) tax invoice date means the date you are issued with a tax invoice containing a fee or charge.
- ap) third party content means products and information provided by third parties to you, which you can access through your service.
- aq) third party content supplier means a party that provides third party content to you through your service.
- ar) toll means making a voice call or SMS from your mobile service.
- as) transfer means to port, move or swap your service number from one carrier or service provider to another as defined by the Telecommunications Numbering Plan 1997.
- at) usage record means the record of a call or data transfer provided to us by the service network.
- au) user means someone who uses a service, which may or may not be the account holder.
- av) username means the username created by you when you registered for a particular service.
- aw) We, our, us means the member of the SP Telemedia Limited group which enters into the agreement with you.

#### Complaint Handling Policy

TPG aims to provide our Customers with the best possible service. If you haven't received the service you expected or your would like to make a suggestion we always appreciate your feedback.

Customer Service is your main point of contact within TPG whether you wish to discuss an issue regarding your account or you want information about our services.

Our Customer Service staff can be contacted by:

Email - [customer\\_service@tpg.com.au](mailto:customer_service@tpg.com.au)  
 Phone - **13 14 23** at the cost of a local call  
 Fax - 02 9850 0813  
 Mail - PO Box 1844, Macquarie Centre, North Ryde, NSW 2113

You will find the majority of matters can be handled on the first call. If further investigation is required we will give you a timeframe & keep you posted along the way.

Our Customer Service staff may escalate your case to a Technical Support Officer, our Customer Relations Team or even their Supervisor. If you are not satisfied with the way in which the Customer Service staff is dealing with your issue, you can request to be escalated to a Supervisor. Customer Relations can be contacted directly by emailing [customer\\_relations@tpg.com.au](mailto:customer_relations@tpg.com.au). We aim to respond to all written correspondence within one working day.

TPG believes that its internal resolution process is the most effective and quickest way to resolve complaints. However if you are not satisfied with our handling of your issue and you have escalated this within TPG, you may seek further assistance from external avenues of recourse in your state or territory.

#### Summary of financial hardship policy

Financial Hardship is a term used to describe a situation where a person is unable to meet their financial commitments due to one or more factors contributing to their financial position. Common contributing factors include:

- Loss of employment of you or a family member
- Illness, including physical incapacity, hospitalization, or mental illness of you or a family member
- Family breakdown
- A death in the family
- Other factors resulting in an unforeseen change in your capacity to meet their payment obligations, whether through a reduction in income or through an increase in non-discretionary expenditure.

If you are having a problem paying your bill, or you wish to discuss options to minimize your bill, call us today on **13 14 23**.

The earlier you contact us, the better. Discussing your concerns gives us the opportunity to help you manage your bills.

If you do require time to pay an outstanding amount, agreeing to a payment plan and sticking to it can help prevent disconnection or restriction of your service. Disconnection of your service is used only as a last resort, and we will endeavour to work with you to ensure this does not happen.

To assist us in establishing the level of support you require, dependent on your individual circumstance, we may request supporting evidence, including, but not limited to:

- Documentation such as a statutory declaration from a person familiar with the customer's circumstances (family doctor, clergy, bank officer, etc);
- Or evidence of the customer having consulted with, and/or being accompanied by a recognized financial counselor or a booking to see a financial counselor.

There are also a range of other financial support services available such as free financial counseling services offered in each state and territory in Australia. For more information on these & other options available please see the ACMA's website: [http://www.acma.gov.au/WEB/STANDARD/pc=PC\\_2939](http://www.acma.gov.au/WEB/STANDARD/pc=PC_2939)  
 Please contact us on 13 14 23 if you are having difficulty paying your bill so that we may discuss the options that are available to you.

#### Minimising your Debt

There are options available for minimizing your debts & to stay connected whilst managing your spending. Examples include:

- Call barring
- Reconnection of a service with restricted access
- Plan change
- Cancel any content subscription or premium services (e.g. ring tones, jokes, pictures, etc)
- You can access the "Your Account" system via our website, which offers Account Management across all services such as checking your usage.

If you are having a problem paying your bill, or you wish to discuss options to minimize your bill, call us today on **13 14 23**

#### Service Description and Terms ADSL Broadband Internet

This document contains the Service Description and Terms for the supply of ADSL and ADSL2+ broadband Internet. ADSL is supplied by TPG Internet Pty Ltd (ABN 15 068 383 737). The Standard Terms and Conditions apply to this service.

##### 1. THE SERVICE

- 1.1. ADSL and ADSL2+ are both high speed, broadband Internet access services which operate on a copper telephone line at your premises. These services allow you to access the Internet and use your PSTN telephone service simultaneously.
- 1.2. The actual speeds for the service can vary substantially due to many factors. These include distance from local exchange, quality of phone line, EMI (ElectroMagnetic Interference), the number and type of other services using the line, the capacity of the uplink, and customer's modem/router.
- 1.3. Customers on ADSL2+ plans who are more than 3kms from the telephone exchange and/or with poor quality telephone lines may be limited to ADSL2 (G992.3) or ADSL1 (G992.1) modulation for stability purposes and due to technical limitation of Telstra infrastructure.
- 1.4. It may not be possible to provide an ADSL/ADSL2+ service due to limitations (RIMs, Sub Exchanges, etc) or incompatibility with a third party carrier's network. You must have a qualified copper pair at the service delivery address for the ADSL.
- 1.5. To acquire an ADSL2+ service, you must be in an area covered by TPG's ADSL2+

network and, if you are in such an area, we will only sell you an ADSL2+ service. We do not guarantee provision of broadband to every applicant.

1.6. Some services offered by a third party carriers, such as PABX systems and certain fax services may be incompatible with the ADSL service and may not be available to you after connection of the ADSL Service.

1.7. Our broadband business plans are available only to customers who provide a valid ABN on application.

1.8. Your ADSL/ADSL2+ service may not be resold or on-sold and you must ensure that it is not made available to ISPs, Internet Cafés or Web Hosting Companies.

1.9. We provide support for the following: ADSL installations on the routers and modems purchased from us; New account set up & installation; Disconnections; Sending and receiving email from TPG Post Office; Connecting to the Internet; Viewing web pages; Downloading & uploading files & attachments. This support is NOT provided for users requiring assistance with Apple Mac computers.

1.10. We reserve the right to provide access to the Internet via Proxy Servers.

1.11. We do not permit back channelling. We reserve the right to charge you for any incoming or outgoing traffic if this is breached at 20 cents per MB.

1.12. You agree that an ADSL2+ connection can only be used at one physical site and/or with one Network system operation at this site. It does not include the right to use the connection for multiple sites.

## 2. SERVICE FAULTS

2.1. While we will endeavour to make broadband services available to customers 24 hours a day, 7 days a week, ADSL/ADSL2+ services are not fault free and we cannot guarantee uninterrupted service, or the speed, performance or quality of the service. There are many factors outside of our control which affect ADSL/ADSL2+ services, such as the performance of third party suppliers and equipment, Force Majeure events and performance of your telephone service. We accept no liability for interruptions to your ADSL service or for any resulting damage or loss suffered by you or any third party.

2.2. We reserve the right to perform maintenance work from time to time, which may temporarily interrupt your access to the service. Where possible, we will perform this work during non-peak times.

2.3. You must direct all queries regarding faults/outages of the service to our technical support Help Desk (see contact details online at <http://www.tpg.com.au/about/contact.php>). You must not direct inquiries to third party service providers, including Telstra. We will invoice you for costs incurred by us if you engage a third party for assistance with your service.

## 3. INSTALLATION OF ADSL

3.1. You must nominate an existing standard telephone service for delivery of the ADSL/ADSL2+ service and you will remain responsible for all costs of the telephone service to your telephone carrier. You warrant that you are the legal renter of the telephone line or authorised by the legal renter to consent to the installation of the service.

3.2. It is your responsibility to ensure that your computer and software conform to the minimum standards required to access and use ADSL/ADSL2+. Our system requirements are detailed online at [http://www.tpg.com.au/products\\_services/system\\_requirements.php](http://www.tpg.com.au/products_services/system_requirements.php)

3.3. For ADSL/ADSL2+ to be installed, your nominated telephone line must support the service. Provisional checks to confirm the telephone line can support ADSL/ADSL2+ are carried out on application, but this does not guarantee the service can be successfully installed. There may be a minor disruption to the nominated standard telephone service during installation.

3.4. Provisioning may be rejected or delayed by Telstra due to, but not limited to, transpositioning (the line cannot carry ADSL/ADSL2+). Such issues are outside of our control. If there are issues, you must give us the opportunity fully to investigate the reasons for such rejections before terminating the contract.

## 4. EQUIPMENT

4.1. You must ensure that you have ACMA compliant, compatible, working equipment installed to access and use your ADSL/ADSL2+ service including, but not limited to: Modem/router, filters, wireless cards and cabling. We will not reimburse you for access or performance problems caused by equipment which is not supplied by us or if the warranty is expired.

4.2. The ADSL USB modems supplied by us do not work in a routed environment and are not stable in a Mac OS or Pre Windows 98 (2nd edition) environment.

4.3. If we have agreed to supply you with a piece of equipment, we reserve the right to supply an alternative model or brand of modem/router, of similar quality and technical specification to the one displayed on the TPG website when you registered.

4.4. We only provide technical support for makes and models of modem/router supplied by us. If you are using a model of modem/router not supplied by us, assistance may be available directly from the manufacturer's own technical support service.

4.5. Every telephonic device connected to the same telephone line as the ADSL/ADSL2+ service will need to have a suitable filter installed to prevent interference between the device and the broadband service.

4.6. One standard filter for a standard telephone handset comes with every modem/router supplied by TPG. A stronger central filter will be required for every cordless telephone handset and for every fax machine on the same phone line as the ADSL/ADSL2+ service.

4.7. A central splitter must be installed on the service phone line, if you have:

(a) A monitored 'back to base' security system, which operates via the same phone line as the broadband service.

(b) More than 3 telephony devices connected to your broadband phone line.

(c) A mode 3 phone socket connected to your broadband phone line.

4.8. Installation of any required central splitter hardware is at your expense. You should contact an Austel approved technician or Telstra to install the central splitter. For further information contact TPG sales (contact details are available online at [www.tpg.com.au/about/contact.php](http://www.tpg.com.au/about/contact.php)).

4.9. We will only deliver ordered equipment to the contact address supplied by you in your application for service.

4.10. In a situation where you are not available to receive delivered equipment and the equipment is returned to us, the cost of the return will be borne by you. In addition, we will charge you to redirect/resend the equipment. Shipping & handling fees are non-refundable.

## 5. EQUIPMENT WARRANTY

5.1. ADSL/ADSL2+ equipment provided by us to you is covered by a 1 year return to base warranty. This means that equipment thought to be faulty must be returned to TPG at your expense for testing, repair or replacement. Replacement units are not provided until testing has been completed, and the unit is found by us to be faulty.

5.2. The warranty period will commence from the date of despatch from our premises.

5.3. The warranty period will not restart if a replacement unit is issued.

5.4. If equipment bought from us is returned to us within the 1 year warranty period and is found to be faulty by us, we will replace, repair or credit your account for it at our discretion, unless we find the fault was caused by:

- A piece of equipment not supplied by us;
- A Force Majeure Event;
- Interference or modification to the equipment not performed by us or the manufacturer, or a failure to use the equipment in accordance with the manufacturer's or our specifications / instructions;
- Damage caused by you or a third party.

5.5. Operation and maintenance of equipment which has not been purchased from TPG or is outside of any warranty provided by TPG are your responsibility.

5.6. Support, maintenance and/or consulting by us to you are not provided as part of this agreement. You are responsible for any expenses relating to cabling, configuration and/or modifications to your equipment.

## 6. EQUIPMENT SPECIAL OFFERS

6.1. 'Equipment special offer' refers to free or discounted equipment (such as modems/routers) offered by us.

6.2. You may redeem only one item of equipment which is part of an Equipment special offer, and the offer must be claimed during the application, or in writing within 30 days of the application.

6.3. Only offers which are advertised on the TPG website ([www.tpg.com.au](http://www.tpg.com.au)) for your particular plan at the time of registration are valid.

6.4. Equipment special offers are only available to new TPG customers paying the full ADSL/ADSL2+ setup fee.

6.5. Equipment special offers are not available to customers who transfer (churn) to TPG ADSL from another provider.

6.6. Modem/router special offers cannot be exchanged for cash, credit or any other product or service.

## 7. SETUP CHARGES

7.1. You must pay all equipment, delivery and set-up charges and the first month's subscription fee once your nominated telephone line passes the initial service qualification test prior to installation.

7.2. If you provide us with incorrect registration details which result in the service being installed on the wrong phone line, the set-up charges will be paid again to re-install the broadband service. You must provide the correct service details in writing to us before re-installation will proceed.

7.3. Where transpositioning of your telephone line is required for ADSL/ADSL2+ to be installed, we will charge the set-up fee and first month's subscription fee on receipt of written confirmation that you wish to proceed with transpositioning. These charges will be refunded if transpositioning fails but, if successfully completed, we will bill you for any equipment ordered and related delivery charges.

## 8. MINIMUM CONTRACT PERIOD

8.1. All ADSL plans have a Minimum Contract Period. The Minimum Contract Period is the minimum period during which you must acquire the service. The Minimum Contract Period commences when the service is activated on your telephone line.

8.2. If, during the Minimum Contract Period, you cancel the service or we cancel the service because of your default, you must pay the charges which would have been payable for service between the date of termination and the expiry of the Minimum Contract Period up to a maximum of \$350.

8.3. The Minimum Contract Period varies from plan to plan, and will be advised to you during your application for the service.

## 9. SUBSCRIPTION FEES

9.1. Subscription charges for ADSL broadband plans are billed in advance.

9.2. Subscription fees are charged monthly, quarterly or another subscription period agreed as part of your application for the service. If no specific period is nominated, the subscription period is monthly.

9.3. 7 days prior to the end of each subscription period the following period's subscription fee will be charged and you will acquire the service for that subscription period.

## 10. DOWNLOAD QUOTAS

10.1. With some broadband plans your download speed is throttled (slowed) to a specified speed once the monthly download quota is exceeded until the start of the next billing month.

10.2. With plans which consist of peak and off peak download quota, the download speed is throttled (slowed) to a specified speed for the period in which the download quota has been exceeded (peak or off peak) until the start of the next billing month.

10.3. We may change the peak and off peak times but, if the change is material, we will provide you with not less than 30 days notice of that change.

10.4. With some broadband plans you are charged for all downloads in excess of a specified monthly download quota, at a rate specified in the application, or if no rate is specified, at the rate of 15 cents per megabyte.

10.5. Usage charges incurred within a billing month are charged at the end of that billing month.

10.6. In calculating download usage, 1GB (Gigabyte) is equal to 1000MB (Megabyte); 1MB is equal to 1000KB (Kilobyte).

10.7. If you are on a plan where connection speed is throttled, or you are charged for downloading once a monthly download quota is exceeded, you can view your recent download history and total downloads for the month, by logging into your TPG account online at [https://cyberstore.tpg.com.au/your\\_account/](https://cyberstore.tpg.com.au/your_account/). We recommend that you monitor your usage regularly.

10.8. TPG reserves the right to change the broadband speeds during the off-peak hours.

## 11. PAYMENTS

11.1. Payment options are credit card and/or direct debit from a nominated bank account, as specified on the TPG website for the plan chosen by the Customer. Accounts paid with an American Express or Diners Club card will incur a surcharge of 2.75% (incl. GST) of the payment amount when we debit the card.

11.2. Plans which incur download charges can only be paid by credit card. This applies to broadband plans bundled with a Virtual Phone Card (VPC) or VoIP Telephone Service, as well as 'Value' and 'Pay as You Go' plans.

11.3. Payment of invoices is required within 30 days of date of invoice. Payment can only be made through "My Account" or by calling the Call Centre. If payment is not made within this time, account suspension will be enforced.

11.4. Payment method will be moved from invoice to automatic Credit Card or Direct Debit deduction in the cases where a plan change, relocation, reconnection or reactivation of internet service is required by retail customers (without ABN).

11.5. We reserve the right to charge \$10 inc. GST per invoice generated and posted for retail customers (without ABN) who have invoice as payment method.

## 12. SERVICE CHANGES

12.1. All changes to broadband plan/service may incur fees including, but not limited to changes in bandwidth/speed/configuration/plan, relocation of the service to a different address or telephone number, and termination of the service. We will charge the relevant fees specified online at [www.tpg.com.au/products\\_services/adsl\\_additionalprices.php](http://www.tpg.com.au/products_services/adsl_additionalprices.php) on receipt of your application for a change.

12.2. We not liable for any interruption your service while a change is being processed and implemented. You may contact Customer Service on 13 14 23 for an estimate of how long the service may be disrupted due to a specific change but such estimates are not guarantees about the period of time.

12.3. We will not reimburse subscription charges incurred while a change to your service is being processed or implemented, and will not be liable for any loss or damages associated with disruption of the service while the change is being implemented.

12.4. A change to your service will only be implemented once we receive all necessary information by way of an online application (see [https://cyberstore.tpg.com.au/your\\_account/](https://cyberstore.tpg.com.au/your_account/)) or in writing by email, fax or post.

## 13. IP ADDRESSES

13.1. Broadband plans provide dynamic or static IP addresses as described in the plan specification 'Static IP address' refers to layer 3 or layer 2 (PPPoE) broadband connections where your router/modem is assigned a specific IP address(s) that is allocated for the period you acquire the service.

13.2. If you have a plan with a static IP address(s) and apply to change the plan/service in any way, we will endeavor to retain your IP address(s) but reserve the right to assign to you a new IP address(s).

## 14. CHANGES TO TELEPHONE SERVICE

14.1. Any interruption/change to your telephone service will cause the ADSL/ADSL2+ service on that line to be automatically disconnected and you will have to order, and pay a fee for reconnection/relocation of the service (as per online pricing at [www.tpg.com.au/products\\_services/adsl\\_additionalprices.php](http://www.tpg.com.au/products_services/adsl_additionalprices.php)). Such interruptions/changes include, but are not limited to:

- (a) Cancellation/suspension of your telephone account.
- (b) Change of service address (even if you keep the same telephone number).
- (c) Change of telephone number (even if your address does not change).
- (d) Change of telephone service lessee details.
- (e) Installation of an ADSL/ADSL2+ incompatible product on the telephone line.

14.2. If your broadband service is terminated automatically, you must inform us. If you choose not to reconnect your service, all of the usual conditions relating to cancelling an ADSL/ADSL2+ service will apply, including your obligation to pay the fee for early contract termination.

14.3. If you change your location to an area where TPG ADSL2+ is not available, you may choose one of the following 2 options:a)

- (a) Change to a current ADSL plan, with a new Minimum Contract Period.
- (b) Cancel the TPG ADSL2+ service and pay out any early termination charges up to a maximum of \$350.

14.4. If you apply to relocate/reconnect your service during the Minimum Contract Period, and you determine that neither ADSL nor ADSL2+ are able to be provisioned at the your new address / telephone number, you will be charged the early termination charges up to a maximum of \$60.

14.5. If relocation/reconnection of your service is delayed due to a factor outside of our control (for example, there are no available ADSL ports or transpositioning of the telephone line is required), the full early contract termination fee will apply if you choose not to proceed.

14.6. Your Minimum Contract Period will restart on reconnection/relocation of the service. If, at the same time, you change your broadband plan, you will begin a new Minimum Contract Period as specified for that plan.

14.7. If your existing plan is no longer advertised on the TPG website at the time the relocation/reconnection is applied for, you may be required to choose a new plan from our then current plans, and begin a new Minimum Contract Period as specified for that plan.

## 15. CHANGE OF PLAN

15.1. Migrating to another TPG ADSL/ADSL2+ plan does not reduce the Minimum Contract Period or terminate the original agreement or result in a reduction of the charges payable by you to us. The new plan subscription and/or usage charges will apply from the date of the migration.

15.2. A Change of Plan fee and/or Contract Restart may apply if customers request to change your ADSL/ADSL2+ service, as displayed online at [www.tpg.com.au/products\\_services/adsl\\_additionalprices.php](http://www.tpg.com.au/products_services/adsl_additionalprices.php).

## 16. CANCELLING AN ADSL/ADSL2+ SERVICE

16.1. You may terminate the ADSL/ADSL2+ service by giving us at least 30 days written notice. You must pay for charges for the Service up to the end of the notice period.

16.2. If you cancel your ADSL/ADSL2+ service before the end of your Minimum Contract Period, you will be required to pay the early termination charges stipulated in this service description.

16.3. You authorise us to charge ALL termination fees, including, but not limited to, any early termination charges to the Customer's credit card or direct debit account on receipt of your termination notice.

## 17. BACK-UP DIAL-UP SERVICE

17.1. A backup dial-up service is available with all ADSL/ADSL2+ plans for use by you in the event of an outage, or from a remote location.

17.2. The backup dial-up service is charged at a rate of \$1.10 per hour, capped at \$16.99 per billing month, except for the Broadband Value 256 plan. Any dial-up usage incurred by you on the Broadband Value 256 plan will be deducted from your 200MB monthly download limit. Once you have exceeded the 200MB limit, additional dial-up usage will be charged at 15cents/MB.

17.3. Dialup usage is calculated in one-minute increments and charging is rounded to the nearest cent. A minimum access charge of 11 cents including GST per session applies.

17.4. By utilising the backup dial-up service, you agree to TPG's Dialup Terms and Conditions.

## 18. EMAIL

18.1. Virus filtering is performed on all email passing in or out of our email servers, and will not be disabled on individual accounts. Email messages detected with a virus are rejected immediately with details of the virus. You will not receive separate notification for each infected message which is rejected, but will be emailed a

fortnightly summary of prevented viruses.

18.2. If you persistently send virus emails, or have virus infected emails sent from your network, you will be notified daily via email. Failure to fix the virus infected computer will result in a temporary block of all email services for you and your network.

18.3. SPAM or Junk email filtering is performed on a per email account basis. The account holder is able to select the appropriate filtration level, or disable this service. Email detected and prevented from delivery can be viewed via a website.

18.4. Sender address verification is performed on all incoming emails. This is enabled by default, but can be disabled on a per email address basis.

18.5. We do not guarantee faultless storage of emails, and will not be liable for any damage or loss, including loss of time, resulting from storage faults. Emails are only temporarily stored online. We will not be responsible for emails deleted automatically once the specified storage limit is reached – details of storage limits are available with the plan details online at [http://www.tpg.com.au/products\\_services/pop3.php](http://www.tpg.com.au/products_services/pop3.php).

18.6. Email plans offer spam filtering and virus protection facilities. These features are to help you protect themselves against unwanted viruses and junk email. TPG does guarantee protection against spam or viruses and recommends that you make use of other available protections such as anti virus software and firewalls.

18.7. We recommend that you use email client software (i.e. an email program) which will download and store copies of email on your own computer and/or will enable you to make hard copies of important emails.

## 19. ADSL FAST TRANSFER (CHURN)

19.1. The fast transfer (churn) process is only available to customers who have an active ADSL connection with a participating ISP.

19.2. We do not guarantee access to the churn process, and will not be liable if the ADSL transfer application is rejected.

19.3. TPG will supply the ADSL service from the date the transfer takes effect (you will be notified when this happens).

19.4. You will pay for all charges associated with the transfer.

19.5. You will still be responsible to your current ADSL supplier for any charges incurred and/or billed up to the date the transfer takes effect.

19.6. After a transfer, you may not be able to receive certain benefits you currently receive from your DSL supplier (e.g. discounts or specific product enhancements).

19.7. You authorise us to act on your behalf to transfer your ADSL service.

19.8. Your ADSL service will remain active with your current Internet provider until the transfer takes place.

19.9. You will need to contact your current ADSL provider about any faults with your ADSL service until the transfer process is completed.

19.10. You may experience an outage in your ADSL service of up to 4 hours whilst the transfer takes place. We are not liable for any downtime or delays, as we are dependent on a 3rd party to perform the transfer.

19.11. You warrant that you are the account holder of the ADSL service to be transferred, or are authorised by the account holder to transfer the service to us.

19.12. You understand that it is your responsibility to check the terms of your contract with your current ADSL provider to determine if there will be any consequences under that contract as a result of this transfer, such as an early termination payment.

19.13. You authorise us to confirm, on your behalf, your current technical data to be used for the ADSL transfer process only.

## 20. MISCELLANEOUS

20.1 You use the service at your own risk and we take no responsibility for any data downloaded and/or the content stored on your computer. You agree not to make any claim against us, our suppliers, employees, contractors or assignees for any loss, damages or expenses relating to, or arising from, the use of the broadband service and/or our email services.

20.2. We reserve the right to add, or delete web sites to/from our filter list without prior notice to you.

20.3. We may use a proxy service in delivering internet to you.

## 21. FAIR USAGE POLICY

21.1. We are committed to providing all our customers with the best service possible and to assist us in meeting this commitment we ask all customers to use our services fairly. If you are identified to be making excessive use of our service and it is deemed to be a serious burden on the network we will warn you via email. If you do not rectify this matter in the given time we reserve our right to limit your connection speed or suspend their service without further notification to you. We also reserve the right to terminate your contract if the above occurs more than 3 times since the start of the your contract with us.