

Residential ADSL & VoIP Registration



Return this form by: Fax 02 9850 0813
Post PO Box 1844, Macquarie Centre, North Ryde 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 ADSL in your location visit: www.tpg.com.au. CC refers to Credit Card. Payment period to be paid in advance.

Residential Plans - free 500 VoIP call minutes per month⁺

Plans	Monthly cost (inc.GST)	Speed	Monthly Download Quota (Peak + Off Peak)	Shaping	Free VoIP Calls	IP Address	Payment
<input type="checkbox"/> Ultimate 1500/80GB with VoIP	\$59.99	1500K/256K	80GB ¹ (40GB+40GB)	256K/128K	500 mins per month ⁺	Static	CC
<input type="checkbox"/> Ultimate 1500/120GB with VoIP	\$69.99	1500K/256K	120GB ¹ (60GB+60GB)	256K/128K	500 mins per month ⁺	Static	CC
<input type="checkbox"/> Ultimate Premium 8000/60GB with VoIP	\$79.99	8000K/384K [~]	60GB ² (30GB+30GB)	512K/128K	500 mins per month ⁺	Static	CC

¹ Consists of peak (9am - 4am) and off peak (4am - 9am customer's local time) download quota. Speed will be shaped to 256K/128K for the period in which the download quota has been exceeded (peak and/or off peak).
² Consists of peak (9am - 4am) and off peak (4am - 9am customer's local time) download quota. Speed will be shaped to 512K/128K for the period in which the download quota has been exceeded (peak and/or off peak).

[~] The actual speeds may vary due to many factors such as your distance from your local telephone exchange, the quality of your copper phone line and broadband equipment.

⁺Free VoIP Calls
 Sign up to an eligible TPG ADSL plan and receive 500 free VoIP call minutes for calls to Adelaide, Brisbane, Canberra, Melbourne, Perth and Sydney, excl. calls to mobiles. The specified VoIP capable modem/router can be purchased from TPG at the time of registration. Free calls are calculated with a minimum call time of 10 minutes and thereafter in 1 minute increments.

B Minimum Contract Term & Setup Fee

Minimum Contract Term	Setup Fee
<input checked="" type="checkbox"/> 6 Month Contract	\$59.95

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.

C Equipment Offers

Customers registering for a TPG ADSL and VoIP bundle plan are required to purchase the following VoIP enabled modems/router.

Modems/Routers	Price (inc. GST)	Usage Type
<input checked="" type="checkbox"/> Wireless 4 Port ADSL2/2+ Router with VoIP (includes one C-10 Central Filter)	\$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 prioritize voice and data traffic.

The VoIP Modem/Router comes fully configured and with over the phone installation consultancy.
[^] Modem/Router delivery is optional. A \$10 fee applies if not collected from 65 Waterloo Rd. North Ryde NSW 2113.

D Additional Equipment/Services (Optional)

Filters
 You require a Central Filter for each telephony device attached to your nominated ADSL line including cordless phones.

C-10 Central Filter
 Quantity Required at \$25 each

If you have more than 3 telephony devices or a back-to-base alarm, please call TPG sales for consultancy on 1300 360 855, select option 1, then option 2.

Wireless Components
 You require a wireless card/adaptor when using a wireless router.

PCMCIA Wireless Adaptor Quantity Required at \$49 each

USB Wireless Adaptor Quantity Required at \$49 each

Residential ADSL & VoIP Registration



Dealer Code (TPG Dealer use only)

Return this form by: Fax 02 9850 0813

Post PO Box 1844, Macquarie Centre, North Ryde NSW 2113

Email adsl@tpg.com.au

Enquiries 13 14 23

Register Online www.tpg.com.au

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 ADSL Location Details

Please provide information as to where your broadband ADSL 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 ADSL 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.

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

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. 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, 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:

- For minimum computer/operating system requirements, see 'System Requirements' on the TPG website at: www.tpg.com.au/products_services/system_requirements.php.
- 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.

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 inquires 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), 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.

- b) 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.
- c) Free Minutes cannot be used for calls to mobile telephones or international destinations.
- d) Unused Free Minutes from a particular billing month will not be carried forward to the Customer's next billing month.
- e) 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. The following conditions apply to TPG VoIP call rates:

- a) TPG may change call rates at any time, without notice to the Customer.
- b) Calls will be charged at the rates which are displayed on the TPG website (www.tpg.com.au/voip) at the time a call is made.
- c) 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.

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.

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. 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/ 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. 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/) 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.

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.

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 unauthorized 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/.

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:

a) Act or omission of an underlying carrier or service provider.

b) Equipment, network or facility shortage, upgrade or failure.

c) Service, equipment, network or facility failure caused by power outage to the Customer or TPG.

d) 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.

TPG STANDARD TERMS AND CONDITIONS

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 Internet services) agree that by accessing TPG Internet services, you accept, without limitation or qualification, these terms and conditions:

1.2 The Customer agrees to be bound by TPG's Standard Terms and Conditions

as displayed at the TPG Internet web site www.tpg.com.au. The Customer understands that TPG's Standard Terms and Conditions can be amended from time to time and the Customer should visit the TPG Internet web site regularly to be aware of any changes.

1.3 In addition to TPG's Standard Terms and Conditions, all other products such as dial up connection, permanent connections, ADSL & Web Hosting etc. are covered by specific contracts; these are TPG's [ADSL Terms and Conditions](#), [TPG's Dialup Terms and Conditions](#) and [TPG's Virtual Calling Card Terms and Conditions](#), [ADSL VoIP Bundle Terms and Conditions](#), [ATA and Softphone Terms and Conditions](#). Customers should note that these Standard Terms & Conditions and the additional Package Conditions may be revised at any time by way of update on the TPG Internet web site - www.tpg.com.au. Customers are bound by any revisions as at the date they are displayed and should regularly examine the current Standard Terms & Conditions and the additional Package Conditions displayed on the TPG Internet web site.

1.4 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.

1.5 You confirm that you are at least 18 years old and that you have the legal capacity to enter into this agreement.

1.6 TO THE EXTENT PERMITTED BY LAW, NEITHER WE NOR ANY OF OUR OFFICERS, EMPLOYEES, AGENTS OR RELATED BODIES CORPORATE WILL BE LIABLE IN ANY WAY (INCLUDING FOR NEGLIGENCE) FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES SUFFERED BY YOU OR CLAIMS MADE AGAINST YOU THROUGH USE OF THE TPG SERVICE.

2.0 Provision of Service

2.1 TPG does provide support for the following: ADSL installations on the routers and modems purchased from TPG; 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 to Apple Mac users.

2.2 The Customer agrees that the IP Address(es) remains the property of TPG and that the Customer is renting the IP Address(es) during the period of their contract only. On termination of the Customers contract, any IP Address(es) rented from TPG, will be recovered by TPG.

2.3 IP addresses are maintained and administered by TPG only, which includes but is not limited to DNS delegation and routing.

2.4 TPG reserves the right to provide access to the Internet via TPG Proxy Servers. During peak periods modems may not always be available.

2.5 TPG wishes to use any information provided by you to contact you regarding any upgrades and/or the provision of any new services relating to TPG products and services via email, telephone, fax and/or any other forms of communication.

3.0 Billing

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

3.2 Downloads are calculated and where applicable charged monthly for all TPG Internet Packs.

3.3 Customers are able to retrieve a copy of their Tax invoices through the TPG homepage at www.tpg.com.au. Tax invoices are not automatically sent to customers. To request a hardcopy of your tax invoice please contact our customer service department on 1300 360 855.

3.4 TPG reserves the right to charge \$10 per invoice generated and posted for retail customers (without ABN) who have invoice as payment method.

3.5 The Customer may elect to have their bills paid by way of a direct debit from an account held by the Customer at an approved financial institution or direct debit from a valid credit card (applicable to certain TPG plans only, see www.tpg.com.au for details). Changes to direct debit payments may take up to 30 days to be effected. Paying by Direct Debit from your bank account may delay the process by up to 5 working days, therefore TPG recommend using a credit card to minimize your waiting time.

3.6 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 payment amount when TPG debits the card.

3.7 The Customer is responsible for ensuring there are sufficient funds available in their nominated credit card or direct debit account at any time TPG bills the account. Dishonor fees and any other charges, expenses or losses resulting from TPG attempting to debit the credit card or direct debit account will be borne solely by the Customer.

3.8 The Customer hereby authorises TPG to charge any excess usage of their account at the current rate applicable to TPG services at the time the excess was used, excluding Flat Rate Broadband plans. In addition to fees and charges you incur in the normal use of your service, we may charge you an administration fee which may include cancellation fees, relocation fees and/or payment dishonor fees. These charges are outlined in our ADSL additional pricing which can be located at www.tpg.com.au. Dishonored cheques incur a \$16.50 inc GST handling charge. Direct Debit rejections incur a \$20.00 inc GST charge.

3.9 Registration will not be processed without prior payment.

3.10 Customers are required to contact TPG 30 days prior to the end of their contract period should they wish to cancel their service. If we do not receive notification from the customer prior to the end of their contract period the service will roll over for the next billing period in accordance with our Standard Terms and Conditions.

3.11 The Customer is required to inform TPG if their credit card is due to expire two weeks prior to the expiry date and is required to provide TPG with details of a current credit card. TPG will close an account 2 days prior to the expiration of the nominated credit card if updated credit card details are not provided.

3.12 TPG reserves the right to check Customers details with credit referencing bodies/associations.

3.13 TPG reserves the right to charge the customer all fees specified in this agreement, unless otherwise agreed in writing by the customer and TPG.

3.14 TPG reserves the right to terminate the service immediately and recover all monies owing, from the first date of connection, including the cost of recovery, when payments are overdue.

3.15 TPG has the right to recover reasonable costs reasonably incurred from the Customer for any costs incurred for damages and/or repairs and/or maintenance and/or loss of business caused by, or resulting from, any of the activities listed in clauses 3.11, 5.6 and 6.2.

3.16 TPG may withdraw any plans/packages at any time, such changes will take effect from the end of current contract period.

3.17 Customers may transfer/migrate from any TPG Internet Access Plan to another TPG Internet Access Plan. Fees and a new contract period will commence once provision for the service has been completed.

3.18 Where the due date is not a business day, TPG will draw from your nominated financial institution account on the business day before or after the due date in accordance with the terms and conditions of your TPG account.

3.19 The Customer must advise TPG if the nominated account is transferred or closed, or the account details have changed.

3.20 A \$50 fee applies if the Customer's financial institution rejects the Direct Debit transaction.

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

3.22 All notices and changes shall be in writing and shall be hand delivered, or sent by post, or facsimile, or email to the parties hereto at their respective addresses.

3.23 The Customer agrees not to assign, transfer, or re-sell any of the services provisioned by TPG under this Agreement or any rights given by the use of this service, unless prior written permission from an authorised officer of TPG has been given to the Customer.

3.24 The Customer agrees that, if the Customer uses the online registration system and inserts incorrect information online which is actioned by Telstra, that they, the Customer, will be liable for a resubmission payment to TPG.

3.25 TPG Internet pricing is subject to change without notice.

3.26 Telephone connection charges are the Customers responsibility and are in addition to TPG subscription charges. To ensure the TPG Access number is a local call please contact your telephone provider. TPG shall not be liable, or reimburse Customers for any costs, technical support or phone charges incurred while establishing connectivity with TPG. Unless required by you, TPG recommends not using an "Auto Dialler" when connecting to the Internet.

4.0 Usage

4.1 The Customer must keep confidential any codes, passwords or other security information provided to them by TPG and must notify TPG without delay if these details are disclosed.

4.2 The Customer agrees to pay for all usage charges generated through their Username and Password or TPG Account.

4.3 TPG does not under any circumstances allow back channelling. TPG reserves the right to charge Customers for any incoming or outgoing traffic if this is breached at 20 cents per MB.

4.4 The Customer agrees that a TPG Internet Connection can only be used at one physical site and/or with one Network system operation at this site. TPG does not offer the right to use the connection for multiple sites.

5.0 Liability

5.1 TPG makes no warranties or representations as to the accuracy of information in or linked to this web site and assumes no liability for any errors or omissions in content.

5.2 TPG shall not be liable for any damage to and/or viruses that may infect your computer equipment or other property on account of your access to, use of, or browsing of our web site and/or your downloading of any materials, data, text, images, video or audio from the TPG Internet web site. TPG recommends the use of, and regular updating of, anti-virus, firewall and other appropriate security measures to ensure your computer system and information stored on it is secure.

5.3 TPG will use its best endeavours to filter incoming emails for viruses but will not be liable for any loss or damage that might be incurred as a consequence of preventing emails from being delivered or from permitting any emails to be delivered.

5.4 TPG is not liable for any indirect loss or damage, loss of profits, loss of business or anticipated savings, loss, corruption or destruction of data or for any other type of indirect or consequential loss or damage whatsoever, as a result of using this Service.

5.5 The Customer acknowledges that the service is not fault free and there may be interruptions and/or access difficulties from time to time. TPG is not liable for any downtime or for any problems that may arise due to the incompatibility of modems or equipment.

5.6 TPG assumes no responsibility or liability arising from the content nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy contained in any information. You are prohibited from posting or transmitting any unlawful, threatening, libellous, offensive, obscene, scandalous, inflammatory, pornographic, or other materials that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law.

6.0 Misuse of Service

6.1 You have no right to use any Trademark displayed on the TPG web site without the permission of the party that owns that Trademark.

6.2 TPG reserves the right to suspend or terminate, with or without notice, any Customer's account, which in TPG's opinion, directly or indirectly is involved in activities, which are detrimental to TPG's Internet Service or jeopardise the use of TPG's service or its performance for other Customers or how the wider community will perceive TPG. This includes, but is 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 TPG or its 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.

6.3 The Customer must not use the TPG service in a way or post to or transmit to or via the TPG 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 TPG service. The Customer must not use the TPG service to send unsolicited electronic mail messages to anyone. The Customer must not attempt any of these acts or permit another person to do any of these acts.

6.4 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. 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 where possible, of fending material(s) passed on.
6.5 Customers who use a website or web hosting service provided by TPG for the public dissemination of violent or pornographic material must issue appropriate content warnings and provide viewing guidelines on their website, as per the Classification Act. This is especially important in 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 TPG's attention that these appropriate content warnings and/or viewing guidelines have not been provided, then TPG reserves the right to suspend or terminate the Customer's account and pass this information on to the relevant authorities.

6.6 The Customer agrees that it is a breach of this agreement to connect any equipment to the service that is not labelled with the ACA telecommunications compliance mark and the Customer will be liable for any damages or claims arising from this. In the case of dispute, the Customer agrees to provide TPG with access to their premises for the purpose of inspection.

6.7 TPG does not under any circumstances permit the resale to any other party of TPG Internet connections and/or bandwidth. Any Customer found doing this would 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 Internet system at three times the current rate applicable. TPG may terminate the Customer's account without notice and without refunding any subscriptions paid but unused.

6.8 If the Customer, without prior written permission of an authorised officer of TPG, transfers, assigns or divulges any information which allows another person(s) or entity(ies) to access the Internet by using the Customer's allocated username and/or password then the Customer will be liable for any usage time incurred by the third party at the current rate applicable, and that Customer's account may be terminated immediately. This includes multiple concurrent logins of the same username and/or password (excluding TPG Easy Dialup Packs).

7.0 Fair Usage Policy

7.1 We (TPG) are committed to providing all our Customers with the most superior service possible and to assist us in meeting this commitment we ask our Customers to use our services fairly. If a Customer is identified to be making excessive use of our service and it is deemed to be a serious burden on the network TPG will warn the customer via email, if the customer does not rectify this matter in the giving time TPG then reserves the right to limit the Customer's connection speed or suspend their service without further notification to the Customer. TPG also reserves the right to terminate a Customer's contract if the above occurs more than 3 times since the start of the Customer's TPG contract.

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

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. 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

Please contact us on 1300 360 855 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**.