

Mail List Server Form



A mail list server is a safe, quick and effective way of sending out mass mail. It can be used as a private distribution list or an open discussion forum, essentially by maintaining a list of recipients through a web based management tool. Specifically, it is used to automate list management functions such as subscriptions, message archiving, and email errors, and once configured it becomes an efficient way to send out company documents.

TPG Standard Terms & Conditions apply (See Overleaf).

Allow two to three working days to process the form.

Return this form by: Fax 02 9850 0813
 65 Waterloo Road, North Ryde, NSW 2113
 Post PO Box 1844, Macquarie Centre, NSW 2113
 Email corporate_sales@tpg.com.au
 Enquiries 1300 360 855
 Register Online www.tpg.com.au

A Mail List Server Price List		
Product	Setup Cost	Yearly Cost
<input type="checkbox"/> Up to 500 users	\$275	\$143
<input type="checkbox"/> Up to 1,000 users	\$275	\$253
<input type="checkbox"/> For each additional 1000 users	na	\$110
<input type="checkbox"/> Over 10,000 users	Contact TPG	

Unlimited Mailouts. Attachments must not exceed 200K. Attachments larger than 200K should be linked from your website by embedding the URL of the attachment into the email. Billed annually in advance.

B Mail List Details

List Name

List Administrator's Email Address

- Instructions are sent via email once added to the Mail List Server
- List is administered via a web interface allowing for full membership management, privacy options etc

C Customer Details

First Name

Surname

Address

Suburb/Town

State Post Code

Phone ()

Fax ()

Email Please enter the email address you would like to use for correspondance during the additional email setup.

F Agreement

I declare that I have read, understood and agree to abide by TPG's Terms and Conditions.

SIGNATURE

NAME

DATE / /

Day Month Year

Dealer Code (TPG Dealer use only)

D Payment

The total that I am paying:

\$

(Setup cost PLUS 1st year cost)

Please bill my existing TPG Account

Your Username

or

Cheque/Money Order payable to: TPG Internet Pty Ltd

or

Credit Card (Fill out below. Payment by Credit Card will be debited anually in advance.)

NOTE: American Express / Diners Club cards incur a surcharge of 2.75% (incl. GST) of the invoice 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.

E Additional Comments

Please enter any additional comments that you would like to have included with your application.

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 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.

3.5 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.

3.6 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.

3.7 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.

3.8 Registration will not be processed without prior payment.

3.9 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.

3.10 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.

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

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

3.13 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.

3.14 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.

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

3.16 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.

3.17 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.

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

3.19 A \$20 fee applies if the Customer's financial institution rejects the Direct Debit transaction.

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

3.21 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.

3.22 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.

3.23 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.

3.24 TPG Internet pricing is subject to change without notice.

3.25 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.