

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 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 purposes or in any other capacity and the Service 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 so that TPG can notify the Customer of updates to TPG's services and information regarding the Customer's TPG account/s. TPG will not be responsible for any unauthorised access to this email address.

2.0 Service Descriptions

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.

2.2 The 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.

3.0 Provision of Service

3.1 The ADSL Service

- 3.1.1 In order for TPG ADSL to be provided, the Customer's telephone line 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.
- 3.1.2 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
 - 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
- 3.1.3 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.
- 3.1.4 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.
- 3.1.5 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 Telstra and not directly with TPG.
- 3.1.6 The Customer acknowledges that there may be a minor disruption to the standard telephone service on the nominated line during ADSL installation.
- 3.1.7 Where the installation of equipment involves a telephone line, the Customer warrants that the Customer is the legal renter of the telephone line.
- 3.1.8 ADSL can only work on a standard copper (PSTN) telephone line with an active telephone service. The Customer agrees to nominate an existing, active (PSTN) telephone service for delivery of TPG ADSL.
- 3.1.9 The Customer is required to make sure their telephone line is active at all times and is responsible for all associated costs (including line rental) as required by their telephone service carrier. If the ADSL connection is disconnected/cancelled due to, but not limited to, a client's telephone service being suspended or a change of lease/retail details, 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.
- 3.1.10 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.
- 3.1.11 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.
- 3.1.12 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.

3.1.13 TPG will only deliver the customer's equipment to the shipping/billing address indicated by the Customer on the registration form.

3.1.14 In a situation where a Customer is not available to receive delivery of the equipment ordered, and the equipment is returned to TPG, the cost of the return is carried by the Customer. In addition the Customer agrees to pay for redirection of the delivery.

3.1.15 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.

3.2 The TPG VoIP Telephone Service

3.2.1 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.

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

3.2.3 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.

3.2.4 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.

3.2.5 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:

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

4.0 The TPG VoIP Telephone Service - Monthly Call Allowance and call rates

4.1 Monthly Call Allowance

4.1.1 TPG may offer a Monthly Call Allowance with some bundled ADSL and VoIP plans, as advertised on the TPG website (www.tpg.com.au). Monthly Call Allowance refers to a specified amount of included VoIP call minutes provided by TPG in each billing month. The Monthly Call Allowance is defined by the following conditions:

- a) The Monthly Call Allowance is only available with specific ADSL and VoIP Bundle plans, as displayed on the TPG website at the time a Customer registers.
- b) The Monthly Call Allowance can only be used for local and STD calls to/within the following Australian Capital Cities: Adelaide, Brisbane, Canberra, Melbourne, Perth and Sydney.
- c) The Monthly Call Allowance cannot be used for calls to mobile telephones or international destinations.
- d) Unused Monthly Call Allowance minutes from a particular billing month will not be carried forward to the Customer's next billing month.
- e) Each call using the Monthly Billing Allowance is charged as a minimum ten (10) minute block from the time of connection up to the end of the tenth minute, and thereafter in one (1) minute increments at the beginning of each minute increment. 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 the Monthly Call Allowance. 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.

4.2.3 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.

4.2.4 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.

4.2.5 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 or Bankcard*) 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 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.

5.5 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 1300 360 855.

5.6 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.

5.7 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.

5.8 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. Failure to pay subscription charges will result in the suspension or termination of the ADSL and VoIP Bundle Service. If the ADSL and VoIP Bundle Service is terminated due to non payment of service fees, the Customer will still be required to pay any relevant cancellation fees.

5.9 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 \$20 for VoIP pre-paid call credit.

5.10 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. TPG will send the Customer electronic confirmation of any such automatic debit.

5.11 Any unused call credit will expire 18 months after the purchase of the TPG ADSL and VoIP Bundle Service. However, each 'top up' of call credit will commence a new 18 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.

5.12 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.

5.13 The Customer understands that all changes to the ADSL contract/service including, but not limited to changes in bandwidth/speed/configuration, relocating the ADSL service to a different address or changing the telephone number nominated for the ADSL service, will incur additional charges - refer to Additional ADSL Pricing at www.tpg.com.au/products_services/adsl_additionalprices.php. The Customer agrees to pay all such charges prior to the change.

5.14 The Customer also understands that all changes to the ADSL service may cause temporary disruption to the customer's ADSL and VoIP services. The customer will not be reimbursed for their loss of service, time or any loss or damages resulting from loss of service while the requested change/s to the Customer's ADSL service is being processed and/or implemented.

5.15 In the event of a change of location of the ADSL service and/or change of the nominated telephone number the service is installed on, the Customer agrees that a new contract will commence upon completion of the change/s.

5.16 Migrating to another TPG 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. Upon migration to another plan the contract period recommences from the date of migration. The Customer will be charged additional set-up fees for any migration changes. The new plan charges will apply from the date of the migration and a new contract will be implemented from the date of migration.

5.17 The Customer may terminate the TPG ADSL and VoIP Bundle Service by giving TPG 30 days notice before the end of their current billing month. 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. If, within the Initial Contract Period, the Customer moves to another premise within Australia where TPG DSL is not provided, then a 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. The Customer authorises TPG to debit these payments to their credit card on receipt of their termination notice.

6.0 Usage

6.1 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.

6.2 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.

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

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

7.0 Misuse of Service

7.1 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.

7.2 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.

7.3 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.

8.0 Liability

8.1 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.

8.2 The TPG ADSL Service

8.2.1 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.

8.2.2 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.

8.2.3 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.

8.3 The TPG VoIP Telephone Service

8.3.1 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.

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

8.3.3 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.

8.3.4 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.

8.3.5 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.

9.0 Additional Terms and Conditions

9.1 Back-up dial-up Service

9.1.1 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.

9.1.2 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.

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

9.1.4 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.

9.2 DSL Transfer (Churn) Agreement

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

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

9.2.3 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.

9.2.4 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).

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

9.2.6 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).

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

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

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

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

9.2.11 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.

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

9.2.13 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.

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