

Business Naked ADSL2+ Broadband Registration



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

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

A Plan Type (Please select ONE box only)

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

| Plans | Monthly Access Charge | Monthly Usage Quota (Peak + Off Peak) | Shaping Speeds | IP Address | Min Total Cost 24 Month | Included Equipment | Uploads Counted |
|--|-----------------------|---------------------------------------|----------------|------------|-------------------------|------------------------|-----------------|
| <input type="checkbox"/> Naked ADSL2+ 50GB | \$59.99 | 50GB ¹ (25GB + 25GB) | 256K/256K | Static | \$1,449.76 | 4 Port Ethernet Router | No |
| <input type="checkbox"/> Naked ADSL2+ 200GB | \$69.99 | 200GB ² (100GB + 100GB) | 1Mbps/1Mbps | Static | \$1,689.76 | 4 Port Ethernet Router | No |
| <input type="checkbox"/> Naked ADSL2+ Unlimited [~] | \$79.99 | Unlimited | N/A | Static | \$1,929.76 | 4 Port Ethernet Router | No |
| <input type="checkbox"/> Naked ADSL2+ Premium 250GB | \$79.99 | 250GB ³ | 2Mbps/1Mbps | Static | \$1,929.76 | 4 Port Ethernet Router | No |

1GB (Gigabyte) = 1000 MB (Megabyte). Unused usage quota forfeited each month.

ADSL2+ Speeds: Optimal ADSL2+ speeds require compatible ADSL2+ modem and filters. More than 50% of TPG's ADSL2+ customers obtain connection speeds exceeding 10Mbps. Actual speeds will vary due to many factors including distance from the local telephone exchange, the quality of the customer's copper phone line, cabling and equipment.

¹Consists of peak (8:30am - 3:30am) and off peak (3:30am - 8:30am) monthly usage quota. Speed will be shaped to 256K/256K for the period in which the monthly usage quota has been exceeded (peak and/or off peak). Uploads not counted.

²Consists of peak (8:30am - 3:30am) and off peak (3:30am - 8:30am) monthly usage quota. Speed will be shaped to 1Mbps/1Mbps for the period in which the monthly usage quota has been exceeded (peak and/or off peak). Uploads not counted.

³Speed will be shaped to 2Mbps/1Mbps once inclusive monthly usage quota is reached. Uploads not counted.

Availability:

[~] Limited Coverage availability at selected TPG Exchanges.

Modem Router Included:

A 4 Port Ethernet Modem Router is included in Business Naked ADSL2+ plans. \$10 Delivery fee applies if equipment is not collected from TPG's Head Office.

TPG may, on giving you 7 days notice by email, adjust the start/finish (but not the length) of peak/off peak times.

Minimum total cost for Business Naked ADSL2+ plans over contract term calculated as: (contract term) x \$(Naked ADSL2+ monthly access charge) + setup (where applicable) + modem & delivery fee (if required). Early termination fees apply.

B Minimum Contract Term & Setup Fee

| Minimum Contract Term | Setup Fee |
|-----------------------|-----------|
| 24 Month Contract | \$0 |

C Equipment

| Modems / Routers | Price | Usage Type |
|---|----------|--|
| <input type="checkbox"/> Wired 4 Port Ethernet Modem Router | Included | Directly connects 4 PC's to share the internet connection with firewall, NAT Feature and IPv6 support. |
| <input type="checkbox"/> UPGRADE to Wireless 4 Port ADSL2+ Modem Router | \$59.99 | 4 Port Fast Ethernet & 802.11n wireless connectivity with IPv6 support. |

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

D Important Things You Need to Know:

- TPG Naked ADSL2+ is only available in the geographical areas which are covered by TPG ADSL2+ Network. Visit website www.tpg.com.au to check if you can get Naked ADSL2+ in your location.
- TPG Naked ADSL2+ can only be supplied over a copper line that is active and directly owned by Telstra's Network.
- Provision of TPG Naked ADSL2+ is subject to Service Qualification Check upon registration.
- Naked ADSL2+ application takes approximately 5-10 working days for the connection to occur, depending on customer's location.
- Once Naked ADSL2+ is installed, your phone line will be disconnected. You will not be able to use any services that require a dial tone to operate. This includes fax, back to base alarm, PABX.

If you currently have any complex products on the nominated phone line, you are required to cancel all complex products within 3 working days from the date you receive confirmation email from TPG. The most common complex products include Fax Stream Duet, ISDN, Securitel, Line Hunt and PBX Rotary Group. If you are not sure whether you have any complex product on your phone line, please contact your phone service provider.

Your application will only proceed when we have received your confirmation email. Activation will then take a further 5-8 working days. Rejection fees may apply if complex products have not been removed once the application proceeds.

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 Naked ADSL2+ Location Details

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

Phone No. ()

Street Address

Suburb / Town

State Post Code

F Contact Details

Name)

Work Phone ()

Mobile

Alternative Home Phone ()

Email

IMPORTANT: Please provide at least one contact phone number. Once Naked ADSL2+ is connected, TPG would not be able to contact you on the phone number you have provided in section F.

All updates on your Naked ADSL2+ application process (include the confirmation email to inform you the line check result) will be sent to this contact email address. Please ensure you regularly check this email address during the application process. If you do not receive a confirmation email of your registration within the next 48 hours, please contact our customer service team on 1300 360 855.

G Billing & Equipment Delivery Details

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

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

Name

Company (if applicable)

Address

Suburb / Town

State Post Code

Phone ()

Fax ()

Email

H Payment

NOTE: American Express or Diners Club cards incur a surcharge of 3.13% and 2.75% (incl. GST) of the payment amount respectively when TPG debits the card.

Debit my Credit Card

Card Type :

Visa Mastercard Amex Diners Club

Card Number

Name on Card

Expiry Date

Verification Code

 /

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

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

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

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

I Account Username and Password

A TPG username will be assigned and sent to you by email upon registration.

Please nominate a password for your account. Your password should be between 8 and 15 characters. It must contain at least 2 numbers and 2 alphabets. Your password is case sensitive and can be a mix of upper & lower case letters.

Password

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

Direct Debit Authorisation



This agreement is with TPG Internet Pty Ltd (ABN 15 068 383 737).

The direct debit service agreement is issued by TPG Internet Pty Ltd (user ID 142619).

A Direct Debit Service Agreement

1. Our commitment to you

- Where you have a service with TPG Internet that does not include account usage charges, we will not change the amount or frequency of drawing arrangements without your prior approval.
- Where you have a service with TPG Internet that does include account usage charges, the amount and frequency of the drawing arrangements will be as per the terms and conditions of your service agreement with us. This may require drawing at various times in the month to cover the usage charges you have incurred.
- TPG Internet will not disclose your details except where necessary to TPG Internet's financial institution and for the purposes of conducting direct debits with your financial institution.
- TPG Internet will give you at least 14 days notice in writing if there are changes to the terms of the drawing arrangements.
- For monthly recurring subscription charges, TPG Internet will draw from your nominated financial institution account normally 7 days prior to the expiry of your current account's subscription period. If the due drawing date is not a business day, TPG Internet will draw on the business day before or after that date.

2. Your commitment to us

It is your responsibility to:

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

A fee of \$10 applies if the financial institution rejects a Direct Debit transaction.

Available payment methods are by bank account direct debit or by credit card. If you wish to change your payment method, please contact TPG customer service.

3. Your rights

If you wish to alter the drawing arrangements for your next direct debit, please contact TPG Internet at least 7 days prior to the due date of your service package renewal if your service does not include usage charges. Otherwise if your service does include usage charges, please contact TPG Internet immediately to allow this change to be processed as soon as possible. TPG Internet cannot guarantee that changes can be made in time for the next direct debit but will strive to achieve this wherever possible. The drawing arrangements may include:

1. stopping an individual drawing
2. altering the DD Authorisation
3. canceling the DD Authorisation

Where you consider that a drawing has been initiated incorrectly, you should first contact TPG Customer Service. If you are not satisfied with the response, please write to us. Your letter should be marked "Notice of Complaint" and addressed to: TPG Internet PO Box 1844, Macquarie Centre, NSW 2113.

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

You may also direct any disputes, stops or cancellations through your financial institution.

4. Other information

You should be aware that there are risks involved with providing instructions and personal information over the internet.

TPG Internet reserves the right to cancel drawing arrangements if drawings are dishonoured by your financial institution. Your drawing arrangements are also governed by the terms and conditions of your TPG Internet account.

B ADSL Location Mobile Service Number

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

Phone No. ()

Please supply the mobile phone number you want for your mobile service.

Mobile Number

C Your Username

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

Username

D Contact Details

First Name

Surname

Address

Suburb

State Post Code

Phone ()

Mobile Number

Email

E Direct Debit Payment Details

Please provide details of the account you wish to debit.

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

BSB Number -

Account Number

Name of Financial Institution

Branch

Account-holder's Name(s)

Signature

F Agreement and Authorisation

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

Date of Birth / /

Signature

Full Name

Title

Date / /

SERVICE DESCRIPTION AND TERMS - ADSL2+ WITH TPG HOME PHONE BUNDLE AND NAKED ADSL2+

This document contains the Service Description and Terms for the supply of ADSL2+ with TPG Home Phone, ADSL2+ with TPG Landline Rental and Naked ADSL2+. ADSL2+ with TPG Home Phone, ADSL2+ with TPG Landline Rental and Naked ADSL2+ are supplied by TPG Internet Pty Ltd (ABN 15 068 383 737). The Standard Terms and Conditions http://www.tpg.com.au/terms_conditions/standard.php apply to these services and are part of the agreement under which TPG supplies this service.

1. THE SERVICE

These Naked ADSL2+ Service Description and Terms also apply to ADSL2+ with TPG Home Phone and ADSL2+ with TPG Landline Rental. They do not apply to ADSL2+ standalone plans.

1.1. Naked ADSL2+ is a high speed broadband Internet service delivering Internet content and related services such as email using asynchronous digital subscriber line (ADSL) technology over a pair of copper wires over which only the Naked ADSL2+ service is provided (that is, there will be no public switched telephone service operating on the copper pair). The copper pair is part of a network commonly known as the "unbundled local loop" or the "ULL".

1.2. We do not guarantee provision of Naked ADSL2+ to every applicant. Naked ADSL2+ is only available to addresses within TPG's ADSL network coverage area where there is available infrastructure to provision the Naked ADSL2+ service. There must be available at the service delivery address a suitable copper pair which, at the time of application, has a standard telephone service operating on it where Telstra is the underlying owner of the copper pair. Not all copper pairs are suitable. Limitations may include the existence of complex services being supplied over the copper pair (e.g., ISDN, Duet, Securitel, Line Hunt etc), and where there is RIM, sub-exchange, pair gain or other network elements affecting the copper pair.

1.3. The connection speed of the Naked ADSL2+ service will be high speed broadband delivered using ADSL2+ technology. TPG does not guarantee that customers will achieve maximum ADSL2+ connection speed as specified in the plan details. The speeds for the service can vary substantially due to many factors. These include distance from local exchange, quality of phone line, EMI (Electro-Magnetic Interference), the number and type of other services using the line, the capacity of the uplink, and customer's modem/router. Customers who are more than 3kms from the telephone exchange and/or with poor quality telephone lines may be limited to ADSL2 (G992.3) or ADSL1 (G992.1) modulation for stability purposes and due to technical limitation of Telstra infrastructure.

1.4. If Naked ADSL2+ is installed on a copper pair at your service delivery address, you will not be able to use that the copper pair for any telecommunications service supplied by a third party carrier, though TPG IPTV may be available.

1.5. Naked ADSL2+ will be supplied under a plan which you select at the time of application for the service.

1.6. Business plans are available only to customers who provide a valid ABN on application.

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

1.8. The Naked ADSL2+ service is not a standard telephone service and the Customer Service Guarantee does not apply. Naked ADSL2+ with VoIP may perhaps be seen as a standard telephone service it is therefore a condition of these plans to waive rights to the CSG.

2. INSTALLATION OF NAKED ADSL2+

2.1. During the application process, you will be asked to nominate an existing standard telephone service number which is operational at the service delivery address. You warrant that you are the legal renter of the telephone line provided or are authorised by the legal renter to consent to the installation of the Naked ADSL2+ service.

2.2. If you have any complex services on the copper pair (refer clause 1.2 above) you will be required to cancel those complex services before any installation can proceed. You acknowledge and agree that, if you are a customer of TPG's ADSL2+ broadband and cancel that complex service in order to acquire Naked ADSL2+, there is no guarantee that the ADSL2+ port will remain available for you to return to acquire that ADSL2+ service from TPG. There may be a delay of up to 3 weeks between cancellation of ADSL2+ and installation of Naked ADSL2+.

2.3. By applying for the service, you authorise TPG to cancel the PSTN telephone service and convert it to a line for use with the Naked ADSL2+ service. The telephone line and all services and features associated with the telephone line (including PSTN landline telephone service) will be disconnected automatically once the service is activated.

2.4. You acknowledge and agree that any functionality that may require a standard telephone service dial tone will not function when using Naked ADSL2+. Such functionality includes without limitation:

1. Fax machines;
2. Alarm monitoring;
3. PBX and other phone systems;
4. Line hunt;
5. Existing DSL services;
6. Dial up network access;
7. EFTPOS; and
8. Movie ordering, voting and other facilities provided by Pay TV requiring a standard telephone service will not be possible with Naked ADSL2+.

2.5. It is your responsibility to ensure that your computer and software conform to the minimum standards required to access and use Naked ADSL2+. Our system requirements are detailed online at http://www.tpg.com.au/products_services/system_requirements.php

2.6. TPG is responsible for delivering the service to the network boundary point at your premises. You are responsible for all cabling and wiring within your premises. Where cabling does not exist or you have a fault with the wiring in your premises, you must arrange for your own contractor to rectify this.

2.7. For Naked ADSL2+ to be installed, your copper pair must support the service. Provisional checks to confirm the telephone line can support the Naked ADSL2+ service are carried out on application, but this does not guarantee the service can be successfully installed.

2.8. We will endeavour to install the service within a reasonable time from your order but provisioning may be rejected or delayed due to many factors, including but not limited to, transpositioning (the line cannot carry ADSL/ADSL2+). Such issues are outside of our control. If there are issues, you must give us the opportunity fully to investigate the reasons for such rejections before terminating the contract.

2.9. At the time of installation, we will conduct a qualification test to ascertain whether there is a suitable copper pair available for use at the service delivery address. If there is no such suitable copper pair, we will notify you by email and the agreement between TPG and you for the sale and purchase of Naked ADSL2+ will be terminated.

2.10. You are responsible for all costs and charges associated with any agreement for the delivery of carriage services supplied to the service delivery address on the telephone line before the cutover to Naked ADSL2+.

3. THE TPG IPTV SERVICE

3.1. IPTV (Internet Protocol Television) is a system where a television or video service is delivered to subscribing consumers using internet protocol over a broadband connection. TPG only supports delivery of television signal to the computer monitor.

3.2. TPG provides you with a selection of Channels via our network, including both free and pay channels. These channels are grouped together in tiers or packages.

3.3. TPG IPTV is available to TPG customers who are using our Naked ADSL2+ service and are connected to an IPTV enabled exchange. To ensure quality, this service is limited to customers who receive a consistent download speed of greater than 3.5Mbps.

3.4. All subscriptions are on a monthly basis and no refunds will be paid for any early termination within the month.

3.5. You must be over 18 years of age to subscribe to an adult channel or other restricted content services. Proof of age may be required. Technical support is available for customers who have purchased an IPTV compatible modem through TPG. Support will not be provided for customers using third party or non TPG supplied modems/routers.

3.6. TPG IPTV is supplied for residential subscribers, for their private, non commercial viewing. You must not copy, alter in any way, retransmit or redistribute the channels/programs supplied.

3.7. TPG will record the following session information as required to assist with technical support and licensing regulations.

- a. Debugging messages which may contain users system configuration
- b. Viewing information and channel change request

3.8. TPG will not release any information collected to any 3rd party company or individual except if the law requires us to, such as by law enforcement agencies when they are required to investigate illegal activities under State and/or Federal Laws.

3.9. You must pay all subscription fees applicable to the IPTV plan for which you have registered. Failure to pay subscription or usage charges will result in the suspension or termination of the IPTV service.

3.10. TPG accepts liability to you in accordance with the Competition and Consumer Act 2010, and other laws and in connection with the TPG Standard Terms and the supply or interruption of TPG IPTV to the extent provided in this Agreement. For example, TPG is not liable for: delay, interruption in or cessation of TPG IPTV, failure to broadcast an advertised program, the quality of transmission of any channel, including both standard package and Pay channels. TPG excludes all liability to you for any indirect, special or consequential loss.

4. EQUIPMENT

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

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

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

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

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

5. EQUIPMENT SUPPORT

5.1. Support, maintenance and/or consulting in respect of your equipment are not provided as part of the service. You are responsible for any expenses relating to cabling, configuration and/or modifications to your equipment.

6. SERVICE FAULTS

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

6.2. We reserve the right to perform maintenance work from time to time, which may temporarily interrupt your access to the service. Where possible, we will

perform this work during non-peak times.

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

6.4. If TPG determines on reasonable grounds that the fault is not related to the TPG infrastructure (for example faulty socket, modem, internal wiring) an Incorrect Callout fee of \$89 may apply. For more information please see <http://www.tpg.com.au/helpdesk/faqs.php>

7. SETUP CHARGES

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

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

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

8. MINIMUM CONTRACT PERIOD

8.1. Naked ADSL2+ plans may have a Minimum Contract Period. The Minimum Contract Period is the minimum period during which you must acquire the service. The Minimum Contract Period commences when the service is activated on your telephone line.

8.2. If, during the Minimum Contract Period, you cancel the service, or we cancel the service because of your default, you must pay an early termination charge. Such termination fees are set out at http://www.tpg.com.au/products_services/homephone_additionalprices.php for ADSL2+ with TPG Home Phone, <http://www.tpg.com.au/small-office-home-office/additionalpricing.php> for ADSL2+ with TPG Landline Rental and http://www.tpg.com.au/products_services/ull_additionalprices.php for Naked ADSL2+.

9. SUBSCRIPTION FEES

9.1. Subscription fees for Naked ADSL2+ plans are billed and payable in advance.

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

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

10. ADDITIONAL CHARGES

10.1. WITHDRAWAL OF NAKED ADSL2+ APPLICATION Any withdrawal of Naked ADSL2+ application may incur an application withdrawal charge as specified on the Naked ADSL2+ Additional Pricing page online at http://www.tpg.com.au/products_services/ull_additionalprices.php.

10.2. WITHDRAWAL OF ADSL2+ WITH TPG HOME PHONE AND ADSL2+ WITH LANDLINE RENTAL APPLICATION. Any withdrawal of ADSL2+ with TPG Home Phone application may incur an application withdrawal charge as specified on the ADSL2+ with Home Phone Additional Pricing page online at http://www.tpg.com.au/products_services/homephone_additionalprices.php and ADSL2+ with Landline Rental Additional Pricing page online at <http://www.tpg.com.au/small-office-home-office/additionalpricing.php>

10.3. INCORRECT INFORMATION If you provide incorrect information (such as incorrect address or incorrect phone number) on the Naked ADSL2+ application which is actioned by Telstra, then you will be liable for the costs incurred including, but not limited to

- A setup charge and relocation charge if the service can be relocated to the correct address or phone number; or
- A setup charge and early cancellation charge if the incorrect service cannot be relocated.

11. DOWNLOAD QUOTAS

11.1. With some broadband plans your download speed is throttled (slowed) to a specified speed once the monthly download quota is exceeded until the start of the next billing month. TPG may manage traffic flows in its network for purposes associated with targeting efficient utilisation of available network resources.

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

11.3. We may change the peak and off peak times but, if the change is material, we will provide you with not less than 30 days notice of that change and we will only change the start/end times but not the length of the periods.

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

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

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

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

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

12. PAYMENTS

12.1. Payment options are credit card and/or direct debit from a nominated bank account, as specified on the TPG website for the plan chosen by you. Accounts paid with an American Express or Diners Club card will incur a surcharge of 3.13% and 2.75% (incl. GST) of the payment amount respectively when we debit the card.

12.2. TPG may choose not to issue an invoice but charges will be incurred and payable regardless of the fact that an invoice has not been rendered.

12.3. Where payment is made by direct debit or credit card, TPG may suspend the service without giving notice to you if the direct debit is declined for any reason.

12.4. Plans which incur download charges can only be paid by credit card.

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

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

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

13. SERVICE CHANGES

13.1. It is possible to change Naked ADSL2+ plans from time to time. If you wish to reduce the amount of your monthly recurring charges during the Minimum Contract Period, such a change will incur a once off fee specified at http://www.tpg.com.au/products_services/ull_additionalprices.php.

13.2. It is possible to change ADSL2+ with TPG Home Phone and ADSL2+ with Landline Rental plans from time to time. If you wish to reduce the amount of your monthly recurring charges during the Minimum Contract Period, such a change will incur a once off fee specified at http://www.tpg.com.au/products_services/homephone_additionalprices.php for ADSL2+ with TPG Home Phone and <http://www.tpg.com.au/small-office-home-office/additionalpricing.php> for ADSL2+ with Landline Rental.

13.3. Changing from a Naked ADSL2+ plan to an ADSL2+ or any other type of broadband service requires the cancellation of the Naked ADSL2+ service before any order may be placed of the other service. Such a cancellation during the Minimum Contract Period will incur early termination charges as specified in clause 8.2 above.

13.4. Relocation of a Naked ADSL2+ is not possible. If you move premises, you must cancel your Naked ADSL2+ service, if such cancellation occurs during the Minimum Contract Period, early termination charges as specified in clause 8.2 above will be payable.

14. IP ADDRESSES

14.1. Naked ADSL2+ plans provide dynamic or static IP addresses as described in the plan specification 'Static IP address' refers to layer 3 or layer 2 (PPPoE) broadband connections where your router/modem is assigned a specific IP address(s) that is allocated for the period you acquire the service.

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

15. CANCELLING A NAKED ADSL2+ SERVICE

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

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

15.3. You authorise us to charge all termination fees, including, but not limited to, any early termination charges to your credit card or direct debit account on receipt of your termination notice. Such termination fees are set out at http://www.tpg.com.au/products_services/homephone_additionalprices.php for ADSL2+ with TPG Home Phone and <http://www.tpg.com.au/small-office-home-office/additionalpricing.php> for ADSL2+ with TPG Landline Rental.

15.4. Cancellation of a Naked ADSL2+ service may automatically terminate the supply of the IPTV Service.

15.5. Fast transfer away from the Naked ADSL2+ service may not be possible. In order to move to another DSL or telephony service provider, you may be required to cancel the TPG Naked ADSL2+ service and order a fresh service with the alternative provider.

16. EMAIL

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

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

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

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

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

16.6. Email plans offer spam filtering and virus protection facilities. These features are to help you protect themselves against unwanted viruses and junk

email. TPG does guarantee protection against spam or viruses and recommends that you make use of other available protections such as anti virus software and firewalls.

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

17. MISCELLANEOUS

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

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

STANDARD TERMS AND CONDITIONS

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

1. The Agreement

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

1.2. The agreement will be made up of:

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

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

- a) The plan brochure;
- b) The service description;
- c) these Standard Terms and Conditions; and then
- d) your application.

2. Period of the Agreement

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

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

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

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

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

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

3. Changes to the Agreement

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

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

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

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

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

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

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

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

4. Applications

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

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

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

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

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

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

5. Your Private Information

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

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

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

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

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

6. Minimum Contract Period

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

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

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

7. Usage

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

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

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

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

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

- a) the calls made and messages sent;
- b) the sites and content accessed;
- c) the content or software downloaded and the effect it may have on your equipment or service;
- d) the products and services purchased;
- e) the information provided to others;
- f) the installation or use of any equipment or software whether provided by us or not;
- g) the modification of any settings or data on your service or related services or equipment whether instructed by us or not;
- h) the personal supervision of any users under the age of 18 who use the service; and
- i) the lawfulness of your activities when using the service and accessing any sites and third party content.

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

- a) not use the service in any manner involving illegal, malicious,

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

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

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

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

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

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

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

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

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

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

8. Phone Numbers

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

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

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

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

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

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

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

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

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

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

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

8.10. In the event that you transfer from us prior to the expiration of the minimum term of your plan you will be liable for any outstanding fees and

charges including plan payout and plan cancellation fees.

8.11. Where you transfer to us:

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

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

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

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

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

9. IP Addresses

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

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

10. Billing and account payment

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

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

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

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

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

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

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

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

10.9. Accepted credit cards: Visa, Mastercard, American Express, Diners Club. Accounts paid with an American Express or Diners Club card will incur a surcharge of 3.13% and 2.75% (incl. GST) of the debited amount respectively when we debit the card.

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

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

10.12. Where a customer provides a new credit card number or re-advises a credit card number, TPG will immediately debit the credit card for any outstanding amount owing or an amount of \$1 if there is no current amount owing. This debit is to confirm with the Customer's financial institution that the card number and CVC are correct. The CVC is not retained by TPG. The amount received is credited to the customer's account.

10.13. TPG will not accept Prepaid Visa/Master credit cards or gift cards.

11. Bank account direct debit terms

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

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

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

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

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

- a) provide you with a statement of the amounts we draw under your Direct Debit Request every month;
- b) provide you at least 21 days notice in writing, if we propose to:
 - i. change our procedures in this agreement;
 - ii. change the terms of your Direct Debit Request; or
 - iii. cancel your Direct Debit Request.
- c) agree to deal with any dispute raised under your Direct Debit Request as follows: We will investigate the dispute and if it is found that the amount has been debited in error we will refund the disputed amount within 5 business days. Where it is found that the disputed amount has been debited correctly and in accordance to the terms of the Direct Debit Agreement, we will notify you of that outcome in writing within 5 business days; and
- d) not disclose any personal information provided to us under the Direct Debit Request, which is not generally available, unless: you dispute any amount we draw under your Direct Debit Request and we need to disclose any information relating to your Direct Debit Request or to any amount we draw under it to the Financial Institution at which your account is held or the Financial Institution which sponsors our use of the Direct Debit System or both of them; you consent to that disclosure; or we are required to disclose that information by law.

11.6. As the provider of DDF you:

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

12. Suspension/Disconnection of the service

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

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

- a) there has been, in our opinion, unusual activity on your service such as:
 - (i) activity that is consistent with your service or equipment connected to your service having been infected with a virus or other malicious software; or
 - (ii) other activity that TPG reasonably believes is evident that the service is being used for fraudulent or other illegal purposes;
- b) you have not paid charges when due and have not remedied that failure within what we consider to be a reasonable time;
- c) you do something which we believe may damage the service network;
- d) you are no longer approved by us under our assessment policies or otherwise to receive the service;
- e) an authority such as the ACMA or enforcement agency instructs us to do so;
- f) we believe that you have used your service to commit unauthorised, criminal or unlawful activity;
- g) you vacate the premises in which you are provided the service without notifying us beforehand;
- h) there are technical problems with the service network or the service network requires repairs or maintenance;
- i) we believe it is necessary to comply with our legal obligations;
- j) we are entitled to do so under the specific terms and conditions of your plan or package;

- k) you verbally abuse, attempt, threaten or cause harm to any staff, equipment or network infrastructure of ours or any of the service networks.

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

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

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

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

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

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

13. Force Majeure

13.1. We will not be liable for:

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

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

14. Liability

14.1. You may have certain rights and remedies under:

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

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

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

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

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

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

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

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

15. Assignment

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

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

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

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

16. Governing law

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

17. Meaning of words

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

- a) ACMA means the Australian Communications and Media Authority.

- b) agreement means the agreement for the provision of the services between us comprising the items outlined in clause 1.2 of these standard terms.
- c) air limit means a usage threshold we may impose on use of your mobile service.
- d) available service area means locations in which the service network is capable of providing service. Information on coverage areas is available by contacting us or visiting our website.
- e) billing period means the period in which you are billed by us for service. You will have 12 billing periods per year unless we agree otherwise.
- f) billing run means the process of producing a bill for you. Each billing run corresponds to a billing period.
- g) carrier means a Telecommunications carrier licensed under the Telecommunications Act 1997.
- h) contact method means mail, SMS, MMS, email or telephone.
- i) credit assessment policies means those rules we use to determine whether we wish to accept or decline to provide or continue to provide you with the service. These policies may change from time to time without notice to you. Under these policies you must: be at least 18 years of age; be capable of entering into a legal contract; be alive; not be insolvent or bankrupt or subject to any proceedings to make you insolvent or bankrupt; where you are in a partnership, the partnership must not have been dissolved; where you are a company neither you nor any of your assets may have been assumed under the terms of a debt security instrument or under court order or otherwise appointed.
- j) credit limit means a limit we may place on your use of a service or on amounts you owe us at a point in time.
- k) current supplier means a carrier or telecommunications service provider who supplied telecommunications to you at the time of signing the agreement.
- l) customer care policies means the policies, procedures, terms and conditions under which we provide services. Our customer care policies are updated from time to time and are available on our website or by contacting us.
- m) customer service guarantee means the current minimum performance standard set by the ACMA under sections 115, 117 and 120 of the Telecommunications (Consumer Protection and Service Standards) Act 1999.
- n) direct debit date means the date, on or after the due date, on which we will automatically debit your direct debit facility for amounts due.
- o) direct debit facility means the debit account or credit/charge account nominated by you for the debiting of your fees and charges.
- p) due date means the date the amount shown on your tax invoice is due to be paid to us. The due date is not less than 14 days after the tax invoice date.
- q) enhanced services means the services we provide that are designated by us as enhanced services. Our website and plan brochures will detail which services we have designated as enhanced services.
- r) equipment means the item(s) required or otherwise used in conjunction with your service such as mobile phones, fixed lines phones, personal computers, software and modems purchased from us or otherwise.
- s) factsheets means detailed information made available on our website or otherwise.
- t) fees and charges means fees and charges payable by you under your plan and under this agreement including any amounts of applicable GST.
- u) fixed line service means the standard telephone service comprising connection to the public switched telephone network plus any other service(s) offered by us including any enhanced services.
- v) fixed period contracts are entered into where you commit to a minimum period for which you will acquire the service and may be set out in the plan brochure but do not include month to month contracts.
- w) GST means the tax imposed by A New Tax System (Goods and Services Tax Imposition General) Act 1999 and any regulations thereto or such other Act and regulations of equivalent effect.
- x) GST Act means A New Tax System (Goods and Service Tax) Act 1999.
- y) GST supply means a supply as defined in and which is subject to liability for GST under the GST Act.
- z) Hardware means the Call Saver Unit or any equipment that we may provide from time to time.
- aa) internet service means connection to the global network of computers known as the internet using software protocols supported by us, plus any other services offered by us including enhanced services.
- ab) mobile network means the mobile network over which we supply the service.
- ac) mobile service means the connection to the Mobile Network plus any other services offered by us including enhanced services.
- ad) package means a grouping of services and plans, which are sold together under specific terms and conditions.
- ae) passwords means the personal information or security codes such as your customer service account passcode or website password used by us to confirm that an individual has authority to enquire or transact on your account.
- af) personal information has the same meaning as defined within the Privacy Act 2000.
- ag) plan means your plan for each of the service(s), the terms and conditions of which may include a minimum term, monthly fees and call charges as amended from time to time.
- ah) plan brochure is any brochure or other document (including a webpage) which sets out the terms and conditions of a plan.
- ai) premium services means content or information services, charged at a flat or timed rate, such as picture, ringtone and game downloads, and SMS messages to weather services, as well as psychic, voting and competition lines. Premium Service phone numbers usually begin with 190 or an international prefix, whilst SMS numbers usually begin with 18 or 19.
- aj) primary contact means the mobile or fixed line service number, email address or other specific contact designated by you and accepted by us to use as our primary means of contacting you in relation to your account.
- ak) priority assistance means services offered to persons who are diagnosed with a life threatening medical condition with a high risk of rapid deterioration to a life threatening situation and where access to a telephone would assist to remedy the life threatening situation.
- al) service means any and all of the digital mobile phone services, fixed line services and internet services that we provide to you including any enhanced services and also includes our customer support services. Information on our services is available on our website.
- am) service network means the carrier of the telecommunications services sold to you by us and includes the mobile network.
- an) SIM card means the subscriber identity module card, which the network owns, but is provided to you to be placed into your mobile phone to enable you to access your mobile service.
- ao) tax invoice date means the date you are issued with a tax invoice containing a fee or charge.
- ap) third party content means products and information provided by third parties to you, which you can access through your service.
- aq) third party content supplier means a party that provides third party content to you through your service.
- ar) toll means making a voice call or SMS from your mobile service.
- as) transfer means to port, move or swap your service number from one carrier or service provider to another as defined by the Telecommunications Numbering Plan 1997.
- at) usage record means the record of a call or data transfer provided to us by the service network.
- au) user means someone who uses a service, which may or may not be the account holder.
- av) username means the username created by you when you registered for a particular service.
- aw) We, our, us means the member of the SP Telemedia Limited group which enters into the agreement with you.

Complaint Handling Policy

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

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

Our Customer Service staff can be contacted by:

Email -
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 at customerservice@tpg.com.au with your issue, you can request to be escalated to a Supervisor. Customer Relations can be contacted directly by emailing customerservice@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 13 14 23 if you are having difficulty paying your bill so that we may discuss the options that are available to you.

Minimising your Debt

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

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

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