

NBN FTTN Business Bundle Registration



If you currently have ADSL with TPG, please call Customer Service on 1300 365 313 before completing this form.

Return this form by: Fax 02 9850 0813
Post PO Box 1844, Macquarie Centre, North Ryde NSW 2113
Email business.solutions@tpg.com.au
Enquiries 1300 365 313
Register Online <http://www.tpg.com.au/nbn-business>

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

A Plan Type (Please select ONE box only)

Subject to availability in your area. To confirm if you can get TPG NBN Business Bundle in your location visit: www.tpg.com.au/nbn-business. Monthly access charges are payable monthly in advance. Payment options are Direct Debit or Credit Card.

NBN FTTN Business Bundle	M	L	XL	XXL
Monthly Usage Quota (Peak + Off Peak)	Unlimited	500GB (250GB + 250GB) [^]	Unlimited	Unlimited
Digital Voice	Included	Included	Included	Included
Local Calls	Pay As You Go	Unlimited	Unlimited	Unlimited
National Calls	Pay As You Go	Unlimited	Unlimited	Unlimited
13/1300 Calls	Pay As You Go	Pay As You Go	Pay As You Go	Pay As You Go
International Calls	Pay As You Go	Pay As You Go	Pay As You Go	Pay As You Go
AU Mobile	Pay As You Go	Pay As You Go	Pay As You Go	Unlimited
Wi-Fi Modem	Included	Included	Included	Included
Static IP	Included	Included	Included	Included
Contract Term	No lock-in or 18 Month	No lock-in or 18 Month	No lock-in or 18 Month	No lock-in or 18 Month
Connection Speed	Monthly Access Charge			
Standard Up to 12Mbps download [#]	<input type="checkbox"/> \$69.99	N/A	N/A	N/A
Boost Up to 25Mbps download [#]	N/A	<input type="checkbox"/> \$79.99	<input type="checkbox"/> \$89.99	<input type="checkbox"/> \$99.99
Superfast Up to 100Mbps download [#]	N/A	<input type="checkbox"/> \$99.99	<input type="checkbox"/> \$109.99	<input type="checkbox"/> \$119.99

The speeds above are maximum connection speeds as provided by nbn™. See below for more information.

Monthly Usage Quota: 1GB (Gigabyte) = 1000 MB (Megabyte). Unused usage quota forfeited each month. [^]Data allowance consists of peak (8:30am - 2:30am) and off peak (2:30am - 8:30am) monthly usage quota. Speed will be shaped to 128Kbps/128Kbps for the period in which the monthly usage quota has been exceeded (peak and/or off peak). Downloads and uploads counted. TPG may, on giving you 7 days notice by email, adjust the start/finish (but not the length) of peak/off peak times.

Availability: Only available in selected coverage areas. Please use the address checker on TPG website to check the availability in your area. Further availability checks will be conducted upon registration.

Minimum total cost for NBN FTTN Bundle plans over contract term calculated as: ((contract term x \$(NBN FTTN Bundle Monthly Charge)) + setup + \$20 Digital Voice Prepayment Outside Included Value + \$10 Equipment Delivery Fee). Additional once off \$300 nbn™ [New Development Charge](#) applies if your premises is identified by nbn™ as being within the site boundary of a new development. Early termination fees apply to 18 month contract option.

NBN Speeds: Actual throughput speeds may be slower and could vary due to many factors including type/source of content being downloaded, hardware and software configuration, the number of users simultaneously using the network and performance of interconnecting infrastructure not operated by TPG. Devices connected by Wi-Fi may experience slower speeds than those connected by Ethernet cable. The Standard speed option has a maximum upload line speed of up to 1Mbps. The Boost speed option has a maximum upload line speed of up to 5Mbps. The Superfast speed option has a maximum upload line speed of up to 40Mbps.

Digital Voice Included Calls (NBN FTTN M Business Bundle): Charges for calls are not included in the NBN FTTN M Business Bundle and will be charged at listed TPG rates on a 'pay as you go' basis and deducted from your Digital Voice Prepayment Outside Included Value. Calls to 19/1900 numbers are not supported.

Digital Voice Included Calls (NBN FTTN L Business Bundle): The NBN FTTN L Business Bundle allows you to make unlimited Local Calls and unlimited Standard National Calls to Landlines, excluding 13/1300 Calls. Calls to 19/1900 numbers are not supported. Charges for calls made that are not included in the bundle (e.g. calls to 13/1300, AU Mobile numbers and Directory Services) will be charged at listed TPG rates by deducting usage charges from your Digital Voice Prepayment Outside Included Value.

Digital Voice Included Calls (NBN FTTN XL Business Bundle): The NBN FTTN XL Business Bundle allows you to make unlimited Local Calls and unlimited Standard National Calls to Landlines, excluding 13/1300 Calls. Calls to 19/1900 numbers are not supported. Charges for calls made that are not included in the bundle (e.g. calls to 13/1300, AU Mobile numbers and Directory Services) will be charged at listed TPG rates by deducting usage charges from your Digital Voice Prepayment Outside Included Value.

Digital Voice Included Calls (NBN FTTN XXL Business Bundle): The NBN FTTN XXL Business Bundle allows you to make unlimited Local Calls, unlimited Standard National Calls to Landlines (excluding 13/1300 Calls) and unlimited calls to Standard Australian Mobiles. Calls to 19/1900 numbers are not supported. Charges for calls made that are not included in the bundle (e.g. calls to 13/1300 and Directory Services) will be charged at listed TPG rates by deducting usage charges from your Digital Voice Prepayment Outside Included Value.

Digital Voice Prepayment Outside Included Value: All TPG services are prepaid. You must pay the monthly recurring charges in advance. In addition, you must make a prepayment for usage that is not within the included value (if any) for the plan that you have acquired. Your initial prepayment will be \$20. After registration, you may nominate how much you wish to prepay but the minimum prepayment is \$20. The prepayment will be debited from your nominated bank account or credit card. By acquiring and continuing to use the service, you agree to an automatic top up of your prepayment. The top up will occur when the amount of prepayment falls to below \$10. When that happens, TPG will debit a sufficient amount from your bank account/ credit card to restore your nominated prepayment amount. If your usage is high, this can occur more than once per month. You authorise TPG to make such debits to your account/credit card. If you do not exceed the Included Value and do not incur any charges that are excluded from your plan, there will be no automatic top-ups. We will send you messages about your usage and the debits during the month. Your service will become inactive if our attempts to debit credit card/bank account to top up your prepayment are unsuccessful. If you do not use the prepayment, it will be forfeited to us when you cancel the service. You agree that no bill will be provided for this service and that direct debiting of your account or charge to your credit card may occur notwithstanding that no bill is provided and that it may occur even though you may not have had the opportunity to check charges at least 10 working days before the debit.

TPG Digital Voice Number: At registration time, you can choose to port your existing number to TPG or have TPG supply a Direct Inward Dial Number (DID) for use with the Digital Voice Service. This number will be allocated to you based on the address which you provide us at the time of registration. TPG will make use of your number as a reference point to charge for local calls. TPG will use its best endeavours to supply the Integrated Public Number Database (IPND) with your address details for the purpose of emergency services (000) calling.

TPG Digital Voice Service Special Note: TPG Digital Voice Service is delivered using voice over Internet Protocol (VoIP). Digital Voice Service supports fax to national numbers in the Telstra, Optus, AAPT and Primus PSTN network. Fax to international numbers is not reliable and VoIP based fax is not supported. This plan does not support the Priority Assistance Scheme. Digital Voice Service does not support old dial up technology devices with built in modems such as EFTPOS, Back to Base Alarms and Fostel Program purchase. These devices have been replaced by Internet Protocol (IP) enabled devices and many TPG customers are able to use EFTPOS, Back to Base alarms and Fostel Program purchase through the internet provided that their devices are IP enabled. For further details on IP enabled devices contact your device supplier. TPG Digital Voice Service also does not support analogue modems, Priority Assistance Scheme, calls to 19/1900, 0500 numbers and Universal International Freephone Numbers (UIFN). Digital Voice Service requires a broadband connection and power to the Wi-Fi modem router supplied by TPG. If there is a broadband connection outage in your premises due to power or other faults, the Digital Voice Service will not work and you cannot make phone calls including "000" emergency calls. Once an NBN Broadband with Digital Voice bundle plan is purchased, you cannot separately cancel either component (NBN Broadband or Digital Voice). Cancellation will cease both services. You cannot purchase either TPG NBN Broadband or a Digital Voice Service as a standalone service.

Dealer Code (TPG Dealer use only)

Return this form by: Fax 02 9850 0813
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B Minimum Contract Term & Setup Fee (Please select ONE box only)	
Minimum Contract Term	Setup Fee (Once-off payment)
<input type="checkbox"/> No Lock-In Contract	\$99.95
<input type="checkbox"/> 18 Month Contract	\$0

Minimum Total Cost Over Contract Term					
Connection Speed	Contract Term	M	L	XL	XXL
Standard	No Lock-in Contract	\$199.94	N/A	N/A	N/A
	18 Month	\$1,289.82	N/A	N/A	N/A
Boost	No Lock-in Contract	N/A	\$209.94	\$219.94	\$229.94
	18 Month	N/A	\$1469.82	\$1,649.82	\$1,829.82
Superfast	No Lock-in Contract	N/A	\$229.94	\$239.94	\$249.94
	18 Month	N/A	\$1,829.82	\$2,009.82	\$2,189.82

Note: Additional once off \$300 nbn™ [New Development Charge](#) applies if your premises is identified by nbn™ as being within the site boundary of a new development.

C Equipment (Please select ONE box only)			
Routers	Price	Delivery Fee [^]	Usage Type
<input type="checkbox"/> Wireless 4 Port NBN Modem	Included	\$10 delivery fee	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.
[^] Router delivery is optional. A \$10 fee applies if not collected from 65 Waterloo Rd. North Ryde NSW 2113.

D Home Phone Number (Please select ONE box only)	
<input type="checkbox"/> Option 1: I have an active telephone number which I wish to transfer to TPG Digital Voice Service	
Existing Active Phone Number (<input type="text"/> <input type="text"/>) <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Account Number (as shown on your phone bill) <input type="text"/>
Important: Please do not cancel this phone service at this stage as it will cause number porting to fail and lead to delays. TPG recommends you to check with your current service provider regarding contractual commitments and termination/disconnection fees associated with your current service. TPG is not responsible for these charges. Once your Phone number has been ported to TPG Digital Voice Service, we recommend that you contact your previous phone service provider to ensure you do not incur any further charges. If you are porting your number to TPG, inbound calling to your number will not commence until porting is complete which will take additional 1 to 5 business days after your TPG NBN service is installed.	
<input type="checkbox"/> Option 2: I would like to receive a new telephone number from TPG.	
Note: Your new TPG Digital Voice number will be allocated based on the address which you provided in Section E. TPG will notify you by email of your new number upon completion of installation.	

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E NBN Installation Address

Street Address <input style="width: 95%;" type="text"/> State <input style="width: 25px; height: 25px;" type="text"/> <input style="width: 25px; height: 25px;" type="text"/> <input style="width: 25px; height: 25px;" type="text"/>	Suburb / Town <input style="width: 95%;" type="text"/> Post Code <input style="width: 25px; height: 25px;" type="text"/> <input style="width: 25px; height: 25px;" type="text"/> <input style="width: 25px; height: 25px;" type="text"/> <input style="width: 25px; height: 25px;" type="text"/>
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Do you currently have an existing active telephone service at this location? Yes No

TPG will check if NBN Business Bundle is available at your address above and notify you of the outcome after receiving your application.

Important things to know about your NBN installation

1. Schedule an appointment: After you submitted your NBN FTTN Bundle application to TPG, our service delivery team will do an assessment on your address and determine if an NBN installer needs to visit your premises. If the premises requires a new copper line, has no telecommunication outlet, missing a segment or has no pillar capacity, a technician will be required to attend to your premises to complete the copper cabling. If your premises have an active NBN service connected previously then it is unlikely that you would require technician's visit.

If an installation appointment is required, you or an authorised person over 18 years of age will be required to be at the premises on the day of the technician visit. After you have submitted your order, TPG will confirm if an installation appointment is needed. If so, TPG will organise this and contact you with the appointment details.

2. On the day of installation: When the installer arrives at your property, ensure you check their ID before letting them inside, to ensure they are a contracted NBN technician. The next step is for your installer to complete the copper cabling and check that your premises is properly connected to the NBN.

3. On the day of installation: TPG will provide you with a 4 port Wi-Fi Modem Router with VoIP capabilities that will let you connect to the internet and make/receive phone calls using your Digital Voice Service. For more details, visit www.tpg.com.au/nbn-fttn/equipment.

The technicians are not required to install any further equipment.

F Contact Details

IMPORTANT: Please provide at least one alternate contact phone number.

Name

Company (if applicable)

ABN/ACN (if applicable)

Work Phone ()

Mobile Phone

Date of Birth (dd/mm/yyyy) / /

Email

IMPORTANT: All updates on your TPG Bundle application process (including confirmation email of availability check results) will be sent via the above 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 13 14 23.

G Billing & Equipment Delivery Details

Please supply your Billing Details if they are different from your NBN installation address. 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 ()

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

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Name on Card

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Expiry Date

Verification Code

		/						
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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:

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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 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

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NAME

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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 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

C Contact Details

First Name

Surname

Address

Suburb

State

Post Code

Phone ()

Mobile Number

Email

D 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

E 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

Customer Service Guarantee Waiver

You have been directed to this form because you wish to acquire a TPG Voice plan in respect of which TPG Internet Pty Ltd (TPG) proposes that you waive the rights and protections under the Telecommunications (Customer Service Guarantee) Standard (the "CSG"). If you do not wish to waive those rights, please select a TPG Voice plan which does not require a waiver of the CSG.

The CSG is a guarantee that is prescribed under the Telecommunications Act 1997 and gives consumers certain rights in connection with standard telephone services. These rights include:

- a. The right to be provided with information about the CSG and the performance standards applicable under it;
- b. The right to receive compensation if a standard telephone service is not connected within a specified timeframe;
- c. The right to receive compensation if a fault or service difficulty exists on a standard telephone service and is not rectified within a specified timeframe;
- d. The right to receive compensation if TPG misses an appointment with a customer with whom TPG has made an appointment in connection with the standard telephone service.

The specified timeframes and the amounts of compensation vary based on the customer location, the nature of the infrastructure available at the customer site and the length of time during which default has occurred. As an example of the range of compensation, compensation for an unrepaired fault ranges from \$14.52 to \$48.40 per day and compensation for a missed appointment ranges from \$14.52 to \$24.20. Full detail of the compensation can be found with a search of the ACMA website (www.acma.gov.au).

TPG Voice plans where the CSG is waived are low priced. TPG believes that there is therefore a significant benefit available to you if you waive the CSG.

The consequences of agreeing to waive these rights are that you are not entitled to receive this compensation.

You are under no obligation to consent to the waiver. You should make your own assessment as to whether the non-CSG plans represent sufficient value for you to waive the rights given to you under the CSG.

By agreeing to this document you are waiving your rights and protections under the CSG and are not able to make a claim against TPG for compensation under the CSG in connection with the TPG Voice service that you have acquired.

Your acceptance of this proposed waiver of your rights & protections under the CSG will take effect on the date you agreed to this waiver (by submitting the form) unless, within 5 working days, you withdraw your waiver and communicate that withdrawal to TPG. If you do withdraw your waiver, TPG will not be able to supply the TPG Voice service to you.

For more information, please contact TPG Sales on 13 14 23.

Waiver

I, _____ (insert your name) understand the protections & rights under the Customer Service

Guarantee and agree to waive wholly those protections & rights as they apply to the Digital Voice service supplied to me by

TPG at _____ (insert your address)

_____ (Signature) _____ (Date)

Please return pages 1, 2, 3, 4, 5 and 6 only by:

Email nbnsales@tpg.com.au

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

Fax 02 9850 0813

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions apply to services supplied to consumers by TPG Internet Pty Ltd (ABN 15 068 383 737).

1. Agreement

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

1.2. The agreement will be made up of:

- (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 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 acknowledge that charges will be incurred when the service is used. It is therefore important that you take steps to ensure that such usage does not occur without your authorisation. You should ensure that you are in control of devices that might make use of your services, such as computers, handsets, mobile phones, and wireless devices connected to your service and that third parties cannot access or use such equipment without your authority. 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. You should ensure that you have appropriate protection systems operating on your equipment to restrict or limit the possibility of unauthorised usage.

7.2. As we are not able to control access or usage of your handsets and other equipment, you are responsible for all usage charges in respect of the use of the service, whether or not such usage was authorised by you, unless the usage was caused by a mistake by us.

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, deceptive or misleading activity;
- (b) not breach any standards, content requirements or codes set out by any relevant authority or industry body;
- (c) not use the service in any way which interferes with the operations of the service network, anyone else's enjoyment of their service or

which upsets or offends any person;
(d) not use the service for commercial purposes or in any way distribute or resell the service without our written permission;
(e) obey all laws, regulations, guidelines and our reasonable instructions concerning your use of the service;
(f) give us all information and cooperation that we may need in relation to the service; and
(g) advise us of changes in your personal information such as account details, debit or credit card details and expiry dates and billing and service addresses.

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

7.8. We may suspend or terminate, with or without notice, your service if, in TPG's reasonable opinion, the service 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:

- (a) 'Spamming' e-mail or forwarding spammed e-mail to other Internet user's e-mail addresses'
- (b) being listed or causing the listing of us or our other customers on any real-time blacklist;
- (c) e-mail bombing and the use of bulk e-mail programs to unsolicited recipients making commercial advertising, informational announcements, charity requests, petitions for signatures, chain letters and political or religious messages;
- (d) attempting to obtain unauthorised access to other Internet servers and systems; and
- (e) making misrepresentations or abusive or offensive behaviour in newsgroups and other online facilities.

In any of the above circumstances, if we elect to proceed without giving notice, we will initially only suspend the service and will provide you notice of the suspension having occurred and the grounds on which the suspension was made. We will reasonably consider any evidence or submissions you may provide to us to demonstrate that the service was not used for the activity. If we are satisfied that the service was not used for the activity, we will reinstate the service as soon as practicable. If we are not so satisfied, we will terminate the service by giving notice.

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 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

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 of 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. We will provide SMS or email notification when debits are made.

10.6. Where in our opinion you have a reasonable claim or dispute with an invoice or a debit, we will suspend our collection or recovery processes until a determination on your claim or dispute has been made. We will reimburse any incorrectly debited amount as soon as reasonably practicable.

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 \$10.00 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. 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.

10.14 If you have failed to pay to TPG an amount which is due, we may

following appropriate notice to you refer the debt to a third party collections agent for the purpose of collection activity. You must pay all costs, charges and expenses that we may incur in relation to our attempts to recover all debts due by you to us, including accounting, mercantile agents costs and interest.

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 Competition and Consumer Act 2010 (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. 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 Competition and Consumer Act 2010 (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.

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

14.5. 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.

14.6. 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.

14.7. 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.

(bb) mobile network means the mobile network over which we supply the service.

(cc) mobile service means the connection to the Mobile Network plus any other services offered by us including enhanced services.

(dd) package means a grouping of services and plans, which are sold together under specific terms and conditions.

(ee) 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.

(ff) personal information has the same meaning as defined within the Privacy Act 2000.

(gg) 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.

(hh) plan brochure is any brochure or other document (including a webpage) which sets out the terms and conditions of a plan.

(ii) 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.

(jj) 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.

(kk) 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.

(ll) 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.

(mm) service network means the carrier of the telecommunications services sold to you by us and includes the mobile network.

(nn) 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.

(oo) tax invoice date means the date you are issued with a tax invoice containing a fee or charge.

(pp) third party content means products and information provided by third parties to you, which you can access through your service.

(qq) third party content supplier means a party that provides third party content to you through your service.

(rr) toll means making a voice call or SMS from your mobile service.

(ss) 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.

(tt) usage record means the record of a call or data transfer provided to us by the service network.

(uu) user means someone who uses a service, which may or may not be the account holder.

(vv) username means the username created by you when you registered for a particular service.

(ww) 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 you would like to make a suggestion we always appreciate your feedback. Customer Service is your main point of contact within TPG whether you wish to discuss an issue regarding your account or you want information about our services.

Our Customer Service staff can be contacted by:

Email - customer_service@tpg.com.au

Phone - **13 14 23**

Fax - 02 9850 0813

Mail - PO Box 1844, Macquarie Centre, North Ryde, NSW 2113

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

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

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

Summary of financial hardship policy

Financial Hardship is a term used to describe a situation where a person is unable to meet their financial commitments due to one or more factors

contributing to their financial position. Common contributing factors include:

1. Loss of employment of you or a family member
2. Illness, including physical incapacity, hospitalization, or mental illness of you or a family member
3. Family breakdown
4. A death in the family
5. 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:

1. Documentation such as a statutory declaration from a person familiar with the customer's circumstances (family doctor, clergy, bank officer, etc);
2. 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:

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

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

SERVICE DESCRIPTION AND TERMS – NBN

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

1. THE SERVICE

1.1. NBN Access is the supply of connectivity and internet via services supplied by NBN Co Limited by means of the National Broadband Network (NBN).

1.2. NBN Access comes in three varieties:

- (a) NBN Fibre;
- (b) NBN Wireless; and
- (c) NBN Satellite.

1.3. NBN Fibre is a high speed broadband access service where the service will be supplied using one of a mix of technologies that have a fibre component to them. The mix of technologies includes:

(a) Fibre to the Premises (FTTP) where the fibre will run all the way to the premises (b) Fibre to the Node (FTTN) where the fibre will reach a neighbourhood node or cabinet and from there uses NBN owned or controlled copper cabling to the customer's premises (c) Fibre to the Building (FTTB) where the fibre will reach the basement of multi dwelling units and uses the existing copper in the building to supply connectivity between the unit in the building and the fibre in the basement. NBN Fibre requires that the necessary NBN infrastructure be fully constructed and NBN equipment be installed into the premises.

1.4. NBN Wireless is a high speed broadband access service that is supplied using a point to point wireless service that is part of the NBN. It is available to premises where NBN Fibre will not be made available. The service will require the installation of wireless radio equipment in the premises.

1.5. NBN Satellite is a high speed broadband access service that is supplied using NBN satellite technology. It is for premises where NBN Fibre and NBN Wireless will not be made available.

1.6. All TPG NBN Access plans will be supplied with Internet data but may also be supplied with a voice service. We reserve the right to provide access to the Internet via Proxy Servers.

1.7. If TPG sells a voice service over the NBN, the terms and conditions for the supply of the voice component are set out in the Service Description - TPG Voice.

1.8. To acquire an NBN Access service, you must be in an area that is enabled for NBN services. We do not guarantee provision of service to every applicant.

2. NBN ACCESS SPEEDS

2.1. The NBN Access Plan you choose will stipulate the access connection speed for the Service. This is a speed nominated by NBN and represents the maximum speed that will apply to your service.

2.2. The actual speeds for the service may be slower and vary due to many factors including type/source of content being downloaded, hardware and software configuration, the number of users and performance of interconnecting infrastructure not operated by TPG. Devices connected by Wi-Fi may experience slower speeds than those connected by Ethernet cable.

3. INSTALLATION AND NTD

3.1. NBN Access is only available at locations that NBN has activated. You may check whether your premises are NBN activated by using the coverage checker available on the TPG website. This is indicative only and TPG does not guarantee that it will be able to accept all applications for service.

3.2. The installation process will vary depending on whether your premises has been connected, meaning that NBN has installed relevant facilities and network termination devices into the premises.

3.3. If the premises have already had a connection made to the NBN, installation generally can be completed without the need for you to be physically present at the premises.

3.4. If the premises require NBN to install any infrastructure or equipment, you or your authorised representative will need to be present at the premises at a time and date that is nominated by us. In the absence of intervening factors, an NBN representative will attend the premises and install the necessary infrastructure and equipment. You must co-operate with the NBN representative and comply with all reasonable requests of the NBN representative.

3.5. If we and NBN Co reasonably determine that the NBN installation required is standard, you agree that we can complete the NBN installation unless you tell us otherwise.

3.6. If you wish to re-schedule an installation appointment you must provide us with at least 3 working days' notice. If you do not provide us with at least 3 working days' notice or you miss your scheduled appointment you may be charged a missed installation appointment fee. The NBN representative or TPG may reschedule an appointment with you. We are relying on NBN to tell us about a reschedule of your appointment and will give you as much warning as we reasonably can.

3.7. We will use due care in organising your appointment time and there may be other statutory guarantees, implied conditions or warranties under consumer protection laws that cannot be excluded which may apply. However, given that TPG is not solely responsible for the installation of your NBN Service or equipment needed to use the NBN Services, TPG cannot promise that your appointment time will be met and there may be circumstances where your appointment cannot go ahead at the scheduled time or date. To the extent reasonably permitted under consumer protection laws, TPG excludes liability to you for any damage or loss you suffer because the appointment did not occur at the scheduled time or date where the failure to meet the appointment time was not contributed to by TPG.

3.8. A range of NTD may be used by NBN. However, you must follow the reasonable instructions of the NBN representative or the manuals provided with the NTD. In general, both the NBN power supply unit and the modem must always be connected directly to mains power supply. If your mains power supply fails or the power is turned off, and you have no backup battery for the NTD and the modem, all services delivered through the NBN will stop working.

4. SERVICE LIMITATIONS

4.1. Some services offered by third party carriers, such as PABX systems, certain fax services, EFTPOS and back-to-base alarms may be incompatible with the NBN service and may not be available to you after connection of the NBN service.

4.2. You may not resell, onsell or otherwise onward supply your NBN Access service. You must ensure that it is not made available or used by ISPs, Internet Cafés or Web Hosting Companies.

4.3. You agree that an NBN connection can only be used at one physical location and with one network system operation at this site. You may not use the connection for multiple locations.

5. EQUIPMENT

5.1. You must ensure that you have compatible, working equipment installed to access and use your NBN service including, but not limited to router and cabling. We will not compensate you for access or performance problems caused by equipment which is not supplied by us.

5.2. 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.

5.3. 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.

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

5.5. 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/resent the equipment. Shipping & handling fees are non-refundable.

5.6. You must ensure that the equipment installed is not covered in a way that prevents air circulating around the equipment.

6. SUPPORT

6.1. We provide support for the following:

- (a) NBN installations on the routers and modems purchased from us;
- (b) New account set up & installation;
- (c) Disconnections;
- (d) Sending and receiving email from TPG Post Office;
- (e) Connecting to the Internet;
- (f) Viewing web pages;
- (g) Downloading & uploading files & attachments.

6.2. We may not be able to provide support which requires assistance with Apple computers.

7. SERVICE FAULTS

7.1. While we will endeavour to make NBN Access services available to customers 24 hours a day, 7 days a week, NBN Access services are not fault free and we cannot guarantee uninterrupted service, or the speed, performance or quality of the service.

7.2. There are many factors outside of our control that may affect NBN services, such as the performance of third party suppliers and equipment, force majeure events and your hardware and software configuration.

7.3. 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.

7.4. You must direct all queries regarding faults/outages of the service to our technical support Help Desk (see contact details online at www.tpg.com.au/about/contact.php). You must not direct inquiries to third party service providers, including NBN Co or Telstra.

We will invoice you for costs incurred by us if you engage a third party for assistance with your service.

7.5. There may be circumstances where TPG needs to escalate the fault to NBN Co. If NBN Co determines that the fault is caused by your equipment (for example faulty cabling or router), you will be charged a fee for Incorrect NBN Fault Lodged as set out in <http://www.tpg.com.au/nbn/additional-pricing.php>.

8. MINIMUM CONTRACT PERIOD

8.1. All NBN plans have a Minimum Contract Period. The Minimum Contract Period is the minimum period during which you must acquire the service. The Minimum Contract Period commences when the service is activated.

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/nbn/additional-pricing.php>.

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

9. STANDARD CHARGES

9.1. The NBN Access Service is a prepaid service. You must pay all charges in advance.

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

9.3. If you provide us with incorrect registration details which result in the service being installed on the wrong address, 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.

9.4. Monthly recurring fees are payable monthly. Seven days prior to the end of each month rollover date (rolling from the date of activation), the following month's fee will be charged and you will acquire the service for that following month.

10. ADDITIONAL CHARGES

10.1. Additional charges set out in the Additional Pricing Page may be payable. You should specifically note the following:

(a) Any withdrawal of NBN application may incur an application withdrawal charge as specified on the NBN Additional Pricing page online at <http://www.tpg.com.au/nbn/additional-pricing.php>.

(b) If you provide incorrect information (such as incorrect address) on the NBN application which is actioned by NBN Co, then you will be liable for the costs incurred including, but not limited to:

- (i) A setup charge and relocation charge if the service can be relocated to the correct address or phone number; or
- (ii) A setup charge and early termination fee if the incorrect service cannot be relocated.

(c) Early termination fees will be payable, as specified in the plan brochure, if you terminate the service prior to the completion of the minimum service period.

11. PAYMENTS

11.1. Payment options are credit card and/or direct debit from a nominated bank account, as specified on the TPG website for the plan chosen by 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.

11.2. 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.

11.3. As the service is prepaid, if a payment is declined, the service will be automatically suspended.

11.4. 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 termination of your service. Such termination fees are set out at <http://www.tpg.com.au/nbn/additional-pricing.php>.

12. CANCELLING AN NBN ACCESS SERVICE

12.1. You may terminate the NBN 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.

12.2. If you cancel your NBN service before the end of your Minimum Contract Period, you will be required to pay the early termination charges.

13. EMAIL

13.1. Individual NBN Access plans may stipulate a number of email addresses that are available with an individual service. The accounts are POP accounts and TPG does not provide backup services for emails that have been downloaded from the mail server. Access to email accounts will terminate on termination of the Service unless you have acquired a separate email account service.

13.2. 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.

13.3. 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.

13.4. 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.

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

13.6. 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.

13.7. 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.

13.8. 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.

14. WEBSITE

14.1. Individual NBN Access plans may stipulate a certain amount of webspace that can be used by you for webpages and other content.

14.2. TPG does not backup webspace.

14.3. If you wish to establish a website for business purposes, TPG is able to offer alternative webhosting services.

14.4. You release TPG from all liability that you may suffer as a result of business use of the webspace.

15. MISCELLANEOUS

15.1. 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.

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

SERVICE DESCRIPTION AND TERMS - TPG VOIP, HOME PHONE, LANDLINE RENTAL AND PRESELECTION

This document contains the Service Description and Terms for the supply of TPG Voice. TPG Voice is supplied by TPG Internet Pty Ltd (ABN 15 068 383 737) (TPG). The Standard Terms and Conditions http://www.tpg.com.au/terms_conditions/standard.php apply to this service and are part of the agreement under which TPG supplies this service.

1. THE SERVICE

1.1. The TPG Voice service has four types:

- (a) TPG VOIP;
- (b) TPG Home Phone; and
- (c) TPG Landline Rental
- (d) TPG Preselection.

1.2. The primary differences between TPG Voice Services are generally described as follows and in the below table:

- (a) TPG VOIP is a voice service where, generally, the call is carried over a broadband internet connection. It is not a normal telephone service and requires special equipment other than a standard telephone;
- (b) TPG Home Phone and Landline Rental is a standard telephone service where the call is not carried over a broadband connection but rather, like conventional telephony, is carried directly over the copper pair between the customer premises and TPG switching equipment. With Home Phone supplied over the National Broadband Network, the line will be supplied by the NBNCo, and may be fibre, copper, or a wireless line and your handset(s) will need to be connected directly to a designated UNI-V port on the NBN connection box installed by NBNCo. You may be able, at your own expense, to create wiring that will enable many telephone connection points to be connected to the UNI-V port. A conventional telephone handset is required for TPG Home Phone and Landline Rental; and
- (c) TPG Preselection is a service by which a customer who uses another carrier as their home phone access provider but chooses TPG as their provider for all long distance, fixed to mobile, and international telephone calls. All other calls are provided by the customer's home phone access provider.

	TPG VOIP	TPG Home Phone and Landline Rental	TPG PRESELECTION
Functioning Broadband Connection Needed	Yes	No	No
Special Equipment or Software Needed	Yes - softphone, USB phone, ATA or VOIP Modem	No - just a telephone but, for NBN, connection to the UNI-V port must be possible. In addition, a back-up battery will need to be installed.	No
Standard Telephone Service	Yes	Yes	Provided by Customer's access provider
Preselect or Override to other carriers possible	No	No	Yes
Customer Service Guarantee	Must be waived by the customer	Must be waived by the customer	Customer's access provider obligation
Number assigned	Yes (for some VOIP plans)	Yes	Provided by Customer's access provider
Fax Transmission	Not reliable	Fax to national numbers in the Telstra, Optus, AAPT and Primus PSTN network is supported; fax to international numbers is not reliable; and VoIP based fax is not supported.	Provided by Customer's access provider
Support for Foxtel, back to base alarms and similar	No	No	Provided by Customer's access provider

1.3. TPG does not warrant that a customer will be eligible to acquire any type of TPG Voice service. The availability of any type of service and the eligibility of a customer to acquire any type will be determined at the time of application by the customer for the service.

2. TPG VOIP

- 2.1. TPG VOIP is a service which enables you to make and receive voice calls over your broadband internet connection (ADSL, ADSL2+, Naked ADSL2+). It is particularly designed for use with TPG's broadband services.
- 2.2. TPG VOIP is not intended to be used as a standard telephone service. If your internet is not functioning properly for any reason, including where there is a power failure, data congestion, throttling, or other internet outage, TPG VOIP will not function or will not function correctly.
- 2.3. TPG VOIP may be used to make and receive calls to/from
- (a) Other TPG VOIP customers;
 - (b) Standard Australian local and national numbers;
 - (c) Australian mobile numbers in Australia;
 - (d) 000 emergency services (only for plans where a service number is allocated);
 - (e) Free phone and local rate numbers such as 13, 1300 and 1800 numbers (only for plans where a service number is allocated);
 - (f) Directory assistance or operator assisted numbers (only for plans where a service number is allocated);
 - (g) Satellite phones;
 - (h) Most International destinations.
- 2.4. It is not possible to use TPG VOIP to make calls to premium numbers such as 19 and 1900 numbers, Universal International Freephone Numbers (UIFN) or 0500 numbers.
- 2.5. TPG VOIP is not useable for fax transmission, pay TV system dialups (e.g., Foxtel, Austar, Select TV), back to base alarms and other monitoring systems using phone lines, dial up modem and other analogue data calls (e.g., EFTPOS).
- 2.6. TPG retains the complete discretion to decide the CODEC which will be used for the TPG VOIP service.
- 2.7. It is a condition of supply of the Service that you must not preselect to another carrier or use the TPG VOIP service to make override calls on a third party network. TPG may terminate the supply of the service if you preselect to another carrier or use the service to make override calls. You agree that you will not request that TPG procure the ability to preselect or override to other carriage service providers.
- 2.8. In addition, TPG also sells international VOIP minutes via TPG's VOIP International Gateway. TPG's VOIP International Gateway is an IP gateway which enables voice calls to be carried to certain international destinations. TPG's VOIP International Gateway can only be accessed by registered TPG customers and access to the TPG VOIP International Gateway may be achieved by one of the following methods:

- (a) by dialling a nominated TPG VOIP International Gateway telephone number from a Australian telephone service (whether fixed or mobile) which has been registered with TPG; or
- (b) by means of Internet Protocol (IP) connectivity (this access method is not initially available but it is expected that it will become available in due course). TPG advises you that charges for International VOIP Minutes exclude any charges that you may incur in accessing the TPG International VOIP Gateway. For example, you will probably incur a fixed or per minute charge from your telephone service provider for dialling the TPG VOIP International Gateway. When accessing via IP, you will utilise data quota that may be supplied to you by your IP provider and, in some circumstances, incur charges for the data used in accessing the TPG VOIP International Gateway. Such charges are your responsibility and you should make your own enquiries before deciding to register for and use the TPG VOIP International Gateway service.

3. TPG HOME PHONE AND LANDLINE RENTAL

- 3.1. TPG Home Phone and Landline Rental is a standard telephony service.
- (a) Where the Home Phone service is not supplied over the National Broadband Network (NBN), a standard telephone must be connected to a standard RJ11 telephone socket which is cabled and connected to a qualified copper pair.
 - (b) In the case of a connection to the NBN, the technology will be supplied by the NBNCo Limited (which may include fibre, copper, or wireless). The telephone handset will need to be connected either directly to a designated UNI-V port on the NBN Connection Box or through wiring to that port that you establish at your own expense. A back-up battery will be installed with an NBN Service but, if there is an option to do so, you may elect not to install a back-up battery. The back-up battery is designed only to maintain power to the voice and the data ports on the NBN Connection Box. It will not operate to supply back-up power to your handsets or to your broadband equipment. You acknowledge that, if the back-up battery is not installed and functioning correctly, the Home Phone service will not function during a power outage. Replacement of a back-up battery that has ceased to supply electrical charge will be at your expense.
- 3.2. Calls to numbers starting with 19, 0500 or Universal International Freephone Numbers (UIFN) are not supported.
- 3.3. TPG uses the copper unbundled local loop (ULL) to supply the service but may use an alternative customer access network such as the national broadband network (NBN) to do so. In order to acquire TPG Home Phone and Landline Rental before NBN is available at your premises, there must be an available qualified copper pair at the customer premises. This means that the customer premises will need to have or have had in the past an existing functioning standard telephone service using a copper pair. The qualification of the copper pair to be used for the TPG Home Phone and Landline Rental service will be determined during the application process. 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, ADSL2+ etc), and where there is RIM, sub-exchange, pair gain or other network elements affecting the copper pair.
- 3.4. TPG Home Phone and Landline Rental may be unreliable for pay TV system dialups (e.g., Foxtel, Austar, Select TV), back to base alarms and other monitoring systems using phone lines, Priority Assistance Scheme, line hunt facilities, dial up modem or other analogue data calls (e.g., EFTPOS). Fax to national numbers in the Telstra, Optus, AAPT and Primus PSTN network is supported; fax to international numbers is not reliable; and VoIP based fax is not supported. Once the TPG Home Phone and Landline Rental service is installed, you will not be able to use the copper pair for telecommunications services supplied by third party carriers. For example, you will not be able to use that copper pair to acquire broadband from Telstra, Optus or other carriers, though it will be possible to acquire broadband from TPG. Broadband using the Line Sharing Service is not possible.
- 3.5. TPG may offer a range of features with TPG Home Phone and Landline Rental but is not obligated to do so. Initially, customers should understand that some of the features that might be available with other telephony services, such as caller ID, call forwarding, call hold etc will not be available. If TPG chooses to make such additional features available, the terms under which those features are offered will be stipulated at the time of offer.
- 3.6. It is a condition of supply of the service that you must not preselect to another carrier or use the TPG Home Phone and Landline Rental service to make override calls on a third party network. TPG may terminate the supply of the service if you preselect to another carrier or use the service to make override calls. You agree that

you will not request that TPG procure the ability to preselect or override to other carriage service providers.

4. PRESELECTION

- 4.1 TPG Preselection is a service by which a customer who uses another carrier as their home phone access provider uses TPG as their provider for all long distance, fixed to mobile, and international telephone calls. All other calls are provided by the customer's home phone access provider.
- 4.2 You will remain responsible to pay your primary telecommunications supplier for all local calls, access line charges, other value added services and for calls made using another telecommunications supplier's override code
- 4.3 By the application process, you:
- (a) states that you are authorised to request the change in preselection in respect of the service number(s) nominated in the application;
 - (b) appoint TPG as your authorised agent to act on your behalf to transfer preselection to TPG or its related company, including by completing and signing any forms that other service providers may require to transfer the preselection; and
 - (c) acknowledge that you have been advised that you may have an agreement with another telecommunications supplier and that there may be consequences under that existing agreement if you change your preselection choice to TPG or its related company.

5. CUSTOMER SERVICE GUARANTEE

- 5.1. The Customer Service Guarantee (CSG) is a guarantee that is prescribed under the Telecommunications Act 1997 and gives consumers certain rights in connection with standard telephone services. These rights include:
- (a) The right to be provided with information about the CSG and the performance standards applicable under it;
 - (b) The right to receive compensation if a standard telephone service is not connected within a specified timeframe;
 - (c) The right to receive compensation if a fault or service difficulty exists on a standard telephone service and is not rectified within a specified timeframe;
 - (d) The right to receive compensation if TPG misses an appointment with a customer with whom TPG has made an appointment in connection with the standard telephone service.
- The specified timeframes and the amounts of compensation vary based on the customer location, the nature of the infrastructure available at the customer site and the length of time during which default has occurred. Full detail of the compensation can be found with a search of the ACMA website (www.acma.gov.au).
- 5.2. TPG Home Phone plans are supplied on the basis that you waive the CSG. The charges for TPG plans are typically cheaper than the charges for other plans in the market which may include the CSG but you should make your own assessment as to whether the TPG plans represent sufficient value for you to waive the rights given to you under the CSG.
- 5.3. If you wish to acquire a TPG Home Phone and Landline Rental plan in respect of which TPG requires that the CSG be waived, you must agree to waive the CSG and complete the CSG Waiver Form.

- 5.4. TPG VOIP may perhaps be a standard telephone service. It is therefore a condition of these plans that you also waive rights to the CSG.
- 5.5. If you give a CSG waiver and withdraw that waiver within 5 working days of giving it, the waiver will not be effective and you agree that we may terminate the agreement for the supply of the TPG Voice Service.

6. EQUIPMENT

- 6.1. To use the TPG VOIP service, you must obtain and maintain:
- (a) a functioning broadband connection to the Internet;
 - (b) a means of making/receiving a call which could be:
 - (i) a softphone client installed on the computer which is connected to the Internet (a "Connected Computer") and has sound capability and a functioning microphone;
 - (ii) a USB phone which is connected to a Connected Computer or an IP Phone which is connected directly or indirectly to the Broadband connection or an ATA device;
 - (iii) a standard telephone which is connected to a router capable of making and receiving VOIP Calls (a "VOIP Routers").
- 6.2. To function with the TPG VOIP service, your equipment should support 3 CODECs, namely G.711a, G.711u and G.729. If all three CODECs are not supported, calls made to a third party may be terminated due to a mismatch of CODECs.
- 6.3. TPG may but need not make a softphone client available for free download from the TPG website. The TPG softphone available on the TPG website as at 22 September 2009 only supports the G.711 CODEC and does not support the G.729 CODEC and therefore may not be suitable. TPG does not support any other softphone clients.
- 6.4. TPG does not support USB phones or IP Phones or ATA devices, though these may work with TPG VOIP.
- 6.5. TPG supports only VOIP Routers which have been purchased from TPG. TPG does not support other VOIP Routers.
- 6.6. To use the TPG Home Phone and Landline Rental service, you require a telephone handset connected to an available and properly connected qualified copper pair. With the NBN, this may be a copper, fibre or wireless connection. The supply and maintenance of the telephone handset and the cabling at your premises is your responsibility. TPG is responsible for the copper pair (or the NBN access Service) between TPG's switching facilities and the Network Boundary Point (described in clause 10.6 below).
- 6.7. If, during the application process, you order equipment from TPG, TPG transfers title to that equipment to you on payment of the purchase price. Risk in the ordered equipment passes to you when the equipment is shipped from the TPG warehouse.
- 6.8. TPG reserves the right to supply an alternative model or brand of equipment, of similar quality and technical specification to the one displayed on the TPG website when you ordered during the application process.
- 6.9. TPG will only deliver ordered equipment to the service delivery address supplied by you in your application for service. If 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.
- 6.10. Any equipment not supplied directly by TPG is not supported by TPG. Assistance in relation to unsupported equipment should be sought from the manufacturers or distributors of the equipment.
- 6.11. Equipment supplied by NBNCo, including the NBN Connection Box, fibre connectors and other connectivity equipment is and always remains the property of NBN Co.

7. EQUIPMENT SUPPORT

- 7.1. 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.

8. SECURITY

8.1. The Internet is an unsecure environment. TPG advises that it may be possible for a third party (such as a hacker) who has obtained access to your equipment or software, including equipment or software provided to you by TPG, to make calls using your TPG VOIP service.

8.2. TPG will provide you with a username and password at the time of activation. It is your responsibility to maintain safe and secure that username and password. You must ensure that appropriate security mechanisms are placed on all equipment so as to protect against hacking, including over wireless networks. Some steps that you should take include:

- (a) not recording your username and password details on your computer or in any other location where they may be obtained by a third party;
- (b) restricting administration access to your equipment;
- (c) ensuring that WiFi access is protected with appropriate encryption and with limitation on persons and equipment that are permitted to access the WiFi; and
- (d) ensuring that your passwords (including your router passwords) are not given out to unauthorised persons and are regularly changed.

8.3. Calls made from your TPG Voice service will be chargeable, whether such calls have been authorised by you or not.

9. NUMBERS & PORTING

9.1. A telephone number from the Australian Telecommunications Numbering Plan under the Telecommunications Act 1997 will be allocated to you for the period during which you acquire the TPG Voice service.

9.2. The geographic number allocated to you will be based on the service delivery address that you nominate in the application process or which you subsequently advise us. The number allocated to you will be at TPG's discretion. TPG has no obligation to give you an alternative number. If you move the service delivery address, TPG may be required to give you a different service number, relevant to your new service delivery address.

9.3. Porting arrangements have not been established with all carriers. Accordingly, it may not be possible to port a number to the service or away from the service.

9.4. If the porting of numbers to the service or from the service is possible, the following provisions apply:

- (a) The ability to port a number into and out of the service is subject to availability and technical and commercial considerations.
- (b) The porting of your number will be conducted in accordance with the relevant Communications Alliance codes.
- (c) You may port your number if it is declared portable in accordance with the porting requirements administered by the ACMA and no exemption from such obligations has been granted.
- (d) If you have ported your number from another service provider and the service is subsequently terminated or you terminate the service without reconnecting to another service provider, you will no longer have the right to use that number. Similarly, if you port your number from us to another service provider and are then disconnected you will no longer have the right to use the number.
- (e) In order to port your number to us, you must complete and sign (whether under the Electronic Transaction Act or in writing) a Porting Authority Form (PAF). You warrant to us that all information supplied by you in the PAF is complete and correct. You indemnify us against (and will pay us for) any loss, liability, claim, damage, costs, expenses and charges reasonably incurred by us as a result of, or in connection with, the porting of any number to us which you authorise us to port but which number has not been validly assigned or allocated to you, or otherwise in connection with any incorrect or incomplete information supplied by you in the PAF.
- (f) Your previous telephone provider may charge you for porting and there may be other costs and obligations such as early termination fees payable to your previous telephone provider. You indemnify us against all such fees and charges.
- (g) When porting your number out to another carrier, there may be charges payable to TPG for porting and other costs and obligations such as early termination fees and service and call charges that have not already been paid.
- (h) During the process of porting the number from another supplier's network to TPG there may be a period when the service is interrupted.

10. ORDERING & ACTIVATION

10.1. You order the TPG Voice service by:

- (a) completing an online application process at the TPG website;
- (b) completing an application form at an authorised TPG dealer; or
- (c) ordering the service through a telephone sales consultant.

10.2. You warrant that the information provided by you during the application process is true and correct. In particular, you warrant that:

- (a) you are the legal renter of any telephone service number you nominate as using the copper pair or NBN access service at the service delivery address or are authorised by the legal renter to cause the provisioning of the service on that copper pair or NBN access service; and
- (b) TPG may rely upon the service delivery address for the service being accurate when it allocates the service number to you.

This information is used to provide the service and to provide details to emergency service and directory listing operators and to establish which calls will be local calls. You must keep the information up to date during your acquisition of the service, including if you move premises. If we find that the information provided is not current or accurate and you fail to provide the correct information within 7 days of being requested to do so, we may restrict access to the service or disconnect the service.

10.3. Once you have correctly completed the application process, TPG will determine its capability to accept the application and, if it accepts the application, will endeavour to activate the TPG Voice service. If you have any complex services on the copper pair, you will be required to cancel those complex services before installation can proceed.

10.4. By applying for the Service, you authorise TPG to convert the copper pair to a line for use with the TPG Home Phone and Landline Rental 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. You are responsible for terminating or otherwise managing any contracts or arrangements between you and the existing carrier for supply of services over that copper pair.

10.5. In the case of TPG VOIP, TPG will allocate the service number to you and will inform you that the service is activated. The service will be available for use and you must set up the relevant Connected Computer, softphone, USB Phone, ATA, IP

Phone or VOIP Modem to enable use of the VOIP service.

10.6. In the case of TPG Home Phone and Landline Rental, the following process will occur:

- (a) TPG will conduct an initial test to ascertain the likelihood of there being a suitable copper pair or NBN access connection at the service delivery address.
- (b) If the initial test discloses that it is unlikely that a suitable copper pair or NBN access connection exists at the service delivery address, TPG will advise you that a service cannot be provided and the application will be rejected.
- (c) If the initial test discloses that it is likely that a suitable copper pair or NBN access connection exists at the service delivery address, TPG will debit the initial upfront payment under the terms of the plan that you have chosen and will perform a more comprehensive service qualification in relation to the copper pair or NBN access connection. If the service qualification establishes that it is not suitable, TPG will refund the initial payment and the application for service will be rejected.
- (d) If the copper pair is suitable, TPG will endeavour to transfer the copper pair off the existing carrier's equipment and connect that copper pair onto TPG's equipment. When this occurs, all existing services then using the copper pair (including existing telephone or fax service, pay TV, back to base alarm monitoring) will cease to be useable. Where it is an NBN access service, TPG will work with NBN Co Limited to established TPG as your provider over the NBN access connection.
- (e) TPG will activate the service up to the Network Boundary Point which could be:
 - (i) The first wall socket - mainly applicable for free-standing premises like a house;
 - (ii) MDF (main distribution frame) - used in apartment blocks, offices or other business premises; or
 - (iii) Network termination device - a third party carrier's box externally mounted to single dwellings, individual living units or small business premises; or
 - (iv) The NBN connection box.
- (f) If you have chosen to port a telephone number from an existing supplier into the TPG Voice service, you may nominate during the application process an alternative service to which calls to that telephone number will be diverted until the porting has been completed. You remain responsible to your existing supplier for charges that are incurred for the diversion and during the diversion.
- (g) If you wish to use a new number allocated by TPG, our systems will allocate that number based on the service delivery address details.
- (h) We will inform you when the service activation, including porting if applicable, has been completed.

10.7. You must arrange for the appropriate cabling to be installed between your premises and the Network Boundary Point. In particular, this means that you must be present on the nominated day of installation and arrange for jumpering at an MDF in a unit block, if necessary.

10.8. 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 TPG Home Phone and Landline Rental). 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.

10.9. 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 TPG Home Phone and Landline Rental.

11. CONTRACT PERIOD

11.1. The plan that you have acquired may stipulate that a Minimum Contract Period is applicable to the service. You agree to retain the service for that Minimum Contract Period.

11.2. If you cancel a service in respect of which there is a Minimum Contract Period, or TPG disconnects the service following a default by you, you will be liable to pay an early termination charge/contract break fee as stipulated in the application process.

11.3. In addition to the rights of termination set out in the Standard Terms or otherwise in this Service Description, we may terminate the service by giving you written notice in the following circumstances:

- (a) If you have not used the TPG VOIP service for a period of 3 months;
- (b) You use the service to make threatening, abusive or hoax calls; or
- (c) You use the TPG Voice service to make calls via another carriage service provider, whether by way of an override code or by preselection.

12. RELOCATION OR CANCELLATION

12.1. You may request us to relocate the service delivery address for the service. Our ability to accept a relocation request will depend on the existence of available infrastructure at the new service delivery address. If a relocation cannot be processed because of a lack of infrastructure, the relocation request will be treated as a cancellation by you of the service and, if early, may require you to pay the early termination charges.

12.2. A relocation may incur a charge and may involve you accepting certain other terms and conditions advised to you at the time of your application for a relocation. If you proceed with a relocation, you must accept those terms, including a new Minimum Contract Period if that applies.

12.3. After the expiry of the Minimum Contract Period, you may terminate the 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.

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

12.5. Fast transfer away from the TPG Home Phone and Landline Rental service may not be possible. In order to move to another telephony service provider, you may be required to cancel the TPG Home Phone and Landline Rental service and order a fresh service with the alternative provider.

13. SERVICE FAULTS

13.1. While we will endeavour to make TPG Voice services available to customers 24 hours a day, 7 days a week, TPG Voice services are not fault free and we cannot guarantee uninterrupted service, or the performance or quality of the service. There are many factors outside of our control which affect TPG Voice services, such as the performance of third party suppliers (including overseas telephone companies) and equipment, force majeure events, for TPG VOIP the amount of bandwidth available for use by the voice service, and quality of the copper pair.

13.2. TPG limits its liability to you for interruptions to your TPG Voice service or for any resulting damage or loss suffered by you or any third party to a maximum of 12 months charges paid by you to TPG for the TPG Voice service.

13.3. 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.

13.4. 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.

13.5. 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 may apply. To find more information please see http://www.tpg.com.au/products_services/homephone_additionalprices.php for TPG Home Phone (bundled with ADSL2+), <http://tpg.com.au/nbn/additional-pricing.php> for TPG Home Phone (bundled with NBN Broadband) and <http://tpg.com.au/small-office-home-office/additionalpricing.php> for TPG Landline Rental.

14. CHARGES

14.1. You must pay all equipment, delivery and set-up charges in advance.

14.2. You acknowledge that charges will be incurred when the service is used. It is therefore important that you take steps to ensure that such usage does not occur without your authorisation. You should ensure that you are in control of devices that might make use of your services, such as computers, handsets, mobile phones, and wireless devices connected to your service and that third parties cannot access or use such equipment without your authority. 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. You should ensure that you have appropriate protection systems operating on your equipment to restrict or limit the possibility of unauthorised usage.

14.3. As TPG is not able to control access or usage of your handsets and other equipment, you are responsible for all usage charges in respect of the use of the service, whether or not such usage was authorised by you, unless the usage was caused by a mistake by TPG.

14.4. The charges for use of the TPG Voice will be in accordance with:

- (a) The rates for certain call types or features identified as applicable to the plan you apply for in the application process (the "Specified Rates"); and
- (b) The rates for specific features acquired by you after the original application process as nominated to you when you acquire those specific features;
- (c) For preselection and all other call types (the "Variable Rates"), the rates set out in the TPG Voice Rate Card available on the TPG Website from time to time which may be separated into Variable Rates for TPG VOIP and Variable Rates for TPG Home Phone and Landline Rental and Variable Rates for Preselection.

14.5. Other charges may also be applicable for special services relating to the TPG Voice service which may be found at the TPG Website (http://tpg.com.au/products_services/homephone_additionalprices.php for TPG Home Phone (bundled with ADSL2+), <http://tpg.com.au/nbn/additional-pricing.php> for TPG Home Phone (bundled with NBN Broadband) and <http://tpg.com.au/small-office-home-office/additionalpricing.php> for TPG Landline Rental).

14.6. Specified Rates may not be varied by TPG without provision to you of at least 45 days written notice. Because the Variable Rates are:

- (a) set low to give you the maximum possible benefit; and
- (b) can be significantly affected by currency exchange rate changes and political and commercial shifts in foreign countries

TPG reserves the right to modify the Variable Rates set out in the TPG Voice Rate Card at any time and without individual notice to you. Any changes to the TPG Voice Rate Card will be displayed on the TPG website. Before making a Variable Rate call type, you should check the TPG website to ascertain what rate will apply to that call.

14.7. Other charges that may apply for various events and options are set out in the Additional Pricing page found online at TPG Website (http://tpg.com.au/products_services/homephone_additionalprices.php for TPG Home Phone (bundled with ADSL2+), <http://tpg.com.au/nbn/additional-pricing.php> for TPG Home Phone (bundled with NBN Broadband) and <http://tpg.com.au/small-office-home-office/additionalpricing.php> for TPG Landline Rental).

15. PAYMENTS

15.1. All TPG services are prepaid. You must pay the monthly recurring charges in advance. In addition, you must make a prepayment for usage that is not within the included value (if any) for the plan that you have acquired. Your initial prepayment will be \$20. After registration, you may nominate how much you wish to prepay but the minimum prepayment is \$20. The prepayment will be debited from your nominated bank account or credit card. By acquiring and continuing to use the service, you agree to an automatic top up of your prepayment. The top up will occur when the amount of prepayment falls to below \$10. When that happens, TPG will debit a sufficient amount from your bank account/credit card to restore your nominated prepayment amount. If your usage is high, this can occur more than once per month. You authorise TPG to make such debits to your account/credit card. If you do not exceed the Included Value and do not incur any charges that are excluded from your plan, there will be no automatic top-ups. We will send you messages about your usage and the debits during the month. Your service will become inactive if our attempts to debit credit card/bank account to top up your prepayment are unsuccessful. If you do not use the prepayment, it will be forfeited to us when you cancel the service. You agree that no bill will be provided for this service and that direct debiting of your account or charge to your credit card may occur notwithstanding that no bill is provided and that it may occur even though you may not have had the opportunity to check charges at least 10 working days before the debit. Where you have a reasonable claim or dispute with respect to a debited amount, we will suspend further debiting until a determination on your claim or dispute has been made. We will reimburse any incorrectly debited amount as soon as reasonably practicable.

15.2. 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.

15.3. Invoices will not be issued but charges will be incurred and payable regardless of the fact that an invoice has not been rendered.

15.4. Where payment is made by direct debit or credit card, TPG may suspend or restrict the service without giving notice to you if the direct debit is declined for any reason. A dishonour fee will also be payable in respect of such a decline. If TPG has attempted incorrectly to debit or has debited an incorrect amount, TPG will waive the dishonour fee and reinstate the service as soon as reasonably practicable.