



ClubTelco Broadband Internet Terms and Conditions - Australia

Your service provider is ClubTelco Pty Ltd (ABN 52 144 488 620 of Level 14, 600 St Kilda Rd, Melbourne, Victoria 3004 ("ClubTelco"), providing ClubTelco-branded services. This document contains terms in addition to the Standard Customer Terms which form part of the contract between you and ClubTelco.

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GENERAL

You apply to ClubTelco Pty Limited ("**ClubTelco**") to provide you broadband ADSL or narrowband dial up internet access as outlined in your selected plan, for the plan period and on the terms specified below. You agree that **ClubTelco** customer, **ClubTelco** home and **ClubTelco** mobile terms & conditions are applicable and you accept these terms when bundling your online service with one of the above-mentioned services. You acknowledge that **ClubTelco** online service is provided without warranty that is continuous or fault free. You must comply with the Fair Use Policy.

ClubTelco may make available other services in association with the **ClubTelco** online service (additional services). Terms and conditions for the supply of any additional services by **ClubTelco** will be available at www.ClubTelco.com.au, or by contacting Customer Service on 1800 468 255. You authorise **ClubTelco** on your behalf, if necessary, to obtain information from your existing internet provider. This may be necessary to complete and sign documentation and to take all steps necessary to give effect to this application and to transfer your ADSL and voice accounts and services from your existing provider to **ClubTelco**. By switching to **ClubTelco**, you may surrender all incentives and benefits offered by your current service provider (e.g. discount plans and charity concessions etc).

ClubTelco's Naked DSL plans are subject to separate Terms– please see www.ClubTelco.com.au/pages/legal

CLUBTELCO INTERNET QUALITY SERVICE GUARANTEE

At **ClubTelco**, we understand the importance of providing superior levels of service and value for money. We are therefore willing to commit to our customers to provide market leading quality and service through our **ClubTelco** Internet Quality Service Guarantee. We offer you the freedom to switch between plans to best suit your usage (plan change fees may apply). You can easily stay in control of your account by monitoring your usage online. In this way, you won't get caught with large excess surcharges..

ADSL

You acknowledge that **ClubTelco** is not obliged to accept ADSL applications, but if it does so, and unless you have a selected a plan which has an option for no contract, you are entering into an agreement for a minimum term of 12 or 24 months (the plan period chosen by you at the time of sign up). The plan period and monthly charges will commence on the day on which the modem is dispatched to you by **ClubTelco**, or on such other date as **ClubTelco** reasonably designates. There is no option to alter your contract term once the service has been activated except for the Express, Turbo, Pro, Elite, Ultra and Xtreme plans where the contract length can be increased by mutual agreement. Customers changing to plans that are bound by 24 month contract terms will automatically extend their contract to the period specified by the selected plan. If your application is accepted, **ClubTelco** will endeavour to provide your **ClubTelco** ADSL service as soon as it can, but it cannot guarantee availability or a date of commencement. The network used by the **ClubTelco** ADSL service is Telstra Wholesale (a division of Telstra Corporation Limited).

FAST TRANSFER

Fast transfer of the ADSL service from one provider to another can only be carried out if both service providers are compatible with this transfer (have established processes in place). Any static/dynamic IP address allocated by **ClubTelco** will always remain the property of **ClubTelco**. **ClubTelco** ADSL is not available in all areas, or to all telephone lines. To check availability in your area, access the service check facility at www.gotalk.com.au/bbcheck, or contact **ClubTelco** on

1800 468 255.

An additional fee of \$39.00 may apply for the ADSL fast transfer process if a customer requests to migrate their existing ADSL service from their current internet provider to **ClubTelco**. **ClubTelco** is not liable for any breach of contract or charges that may be charged to you by the previous service provider. It is your responsibility to check with your existing service provider (prior to transferring their internet service) to confirm what charges you may incur should you elect to transfer to **ClubTelco**.

CHARGES

The first statement for your new internet service issued by **ClubTelco** will consist of the cost of equipment (if applicable), connection and installation charges depending on the contract term selected, one month's access to the service and may include pro rata monthly access charge, calculated from the date of connection to the end of the billing period (one month in advance). If you purchase a modem or other equipment from **ClubTelco**, it will not become your property until it has been paid in full, or at the completion of the contract if the equipment is included in the monthly contract rate.

If the download limit is exceeded, you will have your download limit reset at the beginning of each billing period. Unused download portions are NOT carried over to the following month.

You can change the speed and download capacity of your ADSL plan at any time. A \$49 one-off administration charge will be applied per plan change. This administration fee will be waived if the contract is extended to either a 12 or 24 month contract period with a speed increase and / or data allowance increase. All plan changes will be effective from your next billing period. Migrating to another plan does not shorten the term or terminate the Agreement, which will continue to apply for the term.

You must pay the monthly access fee in advance. You must pay us any other applicable charges as set out in the rate plan upon our request, including the installation charge and the charges for additional services where those services are requested by you. We will bill you monthly for the services in accordance with our current charges as notified to you from time to time.

All charges are inclusive of GST, unless otherwise stated. A \$10 monthly surcharge for bundled ADSL plans will be applied if you are not a full service (**ClubTelco** PSTN phone) customer (with line rental, local calls and long distance) because this is considered to be a standalone account.

CANCELLATION

If you cancel your application after the 10 day cooling off period, and before your telephone line has been provisioned for the **ClubTelco** ADSL service, you will be liable for a cancellation fee of \$200, in addition to any actual expense which **ClubTelco** has incurred. If you cancel at any time after your service has been activated, you will be liable to pay a \$200 cancellation fee, plus any other charges incurred up to the time of the cancellation. Once your **ClubTelco** ADSL contract expires, your ADSL service will continue as normal (on a monthly basis) until such time that you advise us, in writing, that the service is no longer required.

If we:

- provide you with equipment at no charge or a discounted charge because you have entered into a fixed term contract with us, or
- provide you with equipment that you pay for in instalments over a fixed term contract, that equipment will remain the property of **ClubTelco** until the contract term ends.

Cancellation of existing service: It is your responsibility to cancel any internet services currently active with another service provider. **ClubTelco** is unable to do this on your behalf. Failure to do so

may result in active accounts with more than one internet service provider. You will be responsible for all charges.

PRIVACY

ClubTelco only collects personal information from you that is necessary to perform the service sought by you. The kind of personal information **ClubTelco** holds about you will depend on the services you request from **ClubTelco** and the use that you make of those services.

ClubTelco respects your privacy. As a result, **ClubTelco** does not trade, rent or sell your personal information to provide you with a communications service. In the course of providing this service to you we may also use your personal information for the following related services: provisioning or connecting your service, network routing, providing you with customer service, credit checking, billing, investigating complaints & fixing faults in relation to your service and any payment follow ups that you may owe us. We may also use your personal information to tell you about our other products and services or bundled offerings, provided by **ClubTelco** in conjunction with either our related bodies corporate or our business partners and associates.

CREDIT

You agree that **ClubTelco** may exchange information about those credit providers named in this application or named in a consumer credit report issued by a credit reporting agency for the following purposes to:

1. assess an application for credit
2. notify other credit providers of a default by the Applicant
3. exchange information with other credit providers as to the status of this account where you are in default with other credit providers
4. assess your credit worthiness
5. provide information to you about other goods or services which we or any of our Related Bodies Corporate, or any of our partners and associates or the partners and associates of suppliers (such as telecommunication entities, providers of products or services which are related to the Services, media entities, event organisers, equipment suppliers and the suppliers of any other product or service with whom we have engaged in a joint initiative) may offer to you.

Generally, you have the right to see or obtain a copy of personal information about you that we may hold. **ClubTelco** will handle requests for access to personal information in accordance with the National Privacy Principles. To request access to your personal information please contact 1800 468 255.

INSTALLATION COSTS

You may install the modem yourself or seek the services of a professional installer to complete the installation. These installation costs (if any) will not be covered by **ClubTelco**.

TRANSFER OF SERVICE

If your telephone line is cancelled or transferred to another name, you will lose your **ClubTelco** ADSL connection. A \$200 reconnection fee applies for reactivation of your ADSL service. If you move premises, **ClubTelco** will endeavour to relocate your **ClubTelco** ADSL service (subject to service availability in your new area). There will be a minimum relocation charge of \$99. Additional charges may apply.

If a customer has chosen to relocate their ADSL service to another location/phone number and the new location is not ADSL enabled, the customer is bound by contract to pay out the ADSL service as if it were a cancellation (i.e. a \$200 cancellation fee will apply). **ClubTelco** will not be liable for you electing to relocate into a non-ADSL enabled area.

DATA

References to 'Inclusive Data' are to the amount of data you are entitled to download in a month without incurring shaping (speed limiting). **ClubTelco** is not liable for any loss, corruption or destruction of data or for any other damage as a result of using this service.

Actual download and upload data speeds may be slower due to a number of factors including distance from exchange, line quality, internet traffic loading, network configuration, your modem equipment and software."

EQUIPMENT AND SOFTWARE REQUIREMENTS

- Your computer equipment must meet the following minimum requirements.
- If you choose your own modem, it must be an approved model (see www.gotalk.com.au, or contact **ClubTelco** on 1800 468 255.
- Modem support will be available if the modem is approved or has been purchased and/or installed by **ClubTelco**. **ClubTelco** will not incur any liability for modems not approved by **ClubTelco**.
- **ClubTelco** will support the connection while it is connected to one standalone PC ONLY, provided it is connected with a **ClubTelco** approved modem. Additional PC's connected as a network will not be supported.
- **ClubTelco** will not offer technical support for connections that are connected to the ADSL service with non-**ClubTelco** supplied modems.
- We do not provide help desk support for configuring a Customer's LAN (local area network) to connect to **ClubTelco** internet services, and do not assist with LAN related difficulties.
- The user is liable for the costs of any enquiries (made by the user) directed to other third party service providers. Additional charges may apply by calling other carriers for **ClubTelco** internet assistance.
- In some instances, installation of hardware required for the **ClubTelco** ADSL service may void your warranty, check with your computer retailer to see if this applies to you.
- During the installation process of dial up or ADSL, the original operating system disks or CD's that came with your computer may be required.
- The **ClubTelco** setup CD is designed to be used ONLY in a drawer type CD-ROM and is designed ONLY for windows based (XP and Vista) operating systems.
- **ClubTelco** will not be liable for the use of the supplied configuration CD in your computer.
- The purpose of the configuration CD is to install settings to allow connection to the **ClubTelco** internet service. The CD may prompt you to insert your original windows operating system CD to complete the configuration settings.
- **ClubTelco** does not sell, resell, or license any of the products listed on the configuration CD. We cannot therefore be held liable for any issues that may arise from the installation or use of these configuration products.

Speeds are shown as 'downstream/upstream' speeds, for example 8,000/384 refers to a speed of 8,000kbps (8Mbps) for data being downloaded to your computer and 384kbps for data uploaded from your computer. These speeds may not be achieved in some cases, for example as a result of downloading from a site that operates at a slower speed. All current ADSL plans shown in bold typeface on page 8 are shaped (speed limited) for the billing month to 128kbps once they have reached their peak or off peak data limit, and current ADSL plans shown in bold typeface on page 8 are shaped (speed limited) for the billing month to 64kbps once they have reached their peak or off peak data limit. For no longer current plans (and for unlimited plans, once they have reached a total download of 12GB or in some cases 15GB), these plans are shaped to 64kbps.

INTERNET SECURITY

To maintain security on your computer, **ClubTelco** strongly recommends that you:

1. Protect your password (do not disclose it);
2. Keep it secure, avoid common words, names or dates, change it regularly and do not store it on your computer;
3. Use current antivirus, spyware, malware, adware and firewall software;
4. Do not open suspicious emails or files from unknown sources; and
5. Protect your family from unsuitable internet content.

USE OF SERVICE

You must not use the **ClubTelco** internet service in such a manner so as to infringe the legal rights of, or cause harm to, any person or breach any law including without limitation to:

1. Defame, harass or cause needless anxiety to any person;
2. Make available obscene or pornographic materials;
3. Violate the privacy of any person;
4. Knowingly transmit a computer virus to another user or the Internet generally; or
5. Send any unsolicited bulk messages or breach any regulation relating to the sending of unsolicited messages (including SPAM).
6. Download copyrighted materials such as movies and music files which you do not have the copyright owners written permission to do so.

Multiple concurrent logons are not permitted. You must not use the **ClubTelco** internet service to create, use or distribute tools designed for compromising the security of our network or any communications over that network. We do not warrant that the use and installation of any software on your own equipment will not disrupt the normal operations of, or damage, your own equipment.

NO LIABILITY FOR CONTENT

ClubTelco does not monitor, and is not responsible or liable for, any content or messages delivered by the internet service. By using the **ClubTelco** internet service, you acknowledge and agree that any material downloaded or otherwise obtained through the **ClubTelco** internet service is at your own risk. We give no warranty, guarantee or representation about the accuracy of the information or images available through the **ClubTelco** internet service, whether supplied by us or by third parties. We are not responsible for inappropriate material viewed by minors.

NEW BONUS ADSL PLANS

Plan Features

1. These plans offer 5 email addresses and 10MB web space as standard inclusions. Additional email addresses and/or webspace can be purchased.
2. All plans are provided with a dynamic IP address. A static IP address is available by calling **ClubTelco** on 1800 468 255. Static IP addresses are charged at \$5 per month.
3. Data allowance on these plans is split for peak and off peak times. Peak time is between 9am and midnight based on local State timing. Off-peak time is between midnight and 9am based on local State timing.
4. All plans are shaped to 64kbps if either peak or offpeak usage exceeds the plan allowance. Excess charges do not apply. The connection speed will be restored at the beginning of the new invoice run.
5. Customers can purchase extra data blocks to top up either their peak or offpeak monthly allowance to avoid shaping. By calling **ClubTelco** on 1800 468 255, the following data blocks can be purchased as a "one off" to avoid shaping in the current month: -

- a. 1GB - \$5
- b. 5GB - \$15
- c. 10GB - \$30
- d. 15GB - \$45

Charges

Connection and Disconnection Fees

	24 Month Contract	12 Month Contract	No Contract
Connection Fee	\$49.00	\$99.00	\$199.00
Disconnection Fee	\$200.00	\$200.00	\$0

Modem charges

Modem Option	36 Month Contract	24 Month Contract	12 Month Contract	No Contract
4 Port Home Networking Gateway (ADSL modem router)	\$0	\$39.95	\$69.00	\$99.00
Wireless 4 port Home Networking Gateway (ADSL wireless modem router)	\$14.95	\$44.90	\$83.95	\$113.95
Wireless all in one Home Networking Gateway with built in ATA (ADSL wireless modem router with VoIP adaptor)	Not Applicable	\$159.00	\$199.00	\$249.00

Note that a \$19.95 modem delivery charge applies.

A compatible network card is required (not supplied by **ClubTelco**). To qualify for the discounted **ClubTelco** internet plan rates shown in the table below, you must be a **ClubTelco** full service (**ClubTelco** PSTN phone service) customer and preselect your long distance phone calls to **ClubTelco**, otherwise an additional surcharge applies of \$10 per month to all plans. By changing plans you will incur a \$25 plan change fee. Rates are subject to change without prior notice. ADSL availability is subject to coverage and line quality. An additional fee will be charged for professional installation, which involves a technician coming to your residence which will not be paid by **ClubTelco**.

A split payment option is offered to equally spread the cost of the modem price over the first three broadband service invoices. This option must be requested at time of signup and cannot be retrospectively applied later.

Contract Duration

These plans are available on no contract, 12, 24 and 36 month contract terms.

Bundling with Home Phone

The Bonus broadband plans must be bundled with a HomeTalk home phone plan. Selecting any other **ClubTelco** home phone or non-**ClubTelco** home phone service will result in a surcharge of \$10 per month being applied to these broadband plans. Cancelling the specific home phone service will result in a surcharge of \$10 per month being applied to the broadband account. There are a range of HomeTalk plans suitable for bundling with these broadband plans.

Pre-selecting another provider for the long distance calls will result in a \$10 per month surcharge to the broadband account.

Value Added Services

The following value-added services are available and are chargeable: Listed/Unlisted number, VoiceMail (note that Telstra Messagebank 101 is not transferable), Caller ID, Call Return, Call Forward, Call Waiting, Call Divert, Three Way Call, CND send/block.

Transferring Telephone Service from another Provider

ClubTelco does not warrant that it can port your telephone number from your current Service Provider. Your current Service Provider may reject this port request if the information you provide is incorrect or does not match the data held by them. In this case you authorise **ClubTelco** to correct the information and resubmit the request to port your telephone number to **ClubTelco** or dispute the rejection by your current Service Provider. A porting request may also be rejected for other reasons as stated in the LNP Industry Code.

- by porting the telephone number(s) to **ClubTelco** from another provider, the service associated with that telephone number is disconnected from the existing service
- by porting the telephone number(s) to **ClubTelco** from another provider, the service associated with that telephone number is disconnected from the existing service provider's network and may result in finalisation of the account for that service;
- you give up all previous contractual rights with your current telephone service provider (e.g. discount plans, charity concessions etc)
- certain functions and facilities provided by the current telephone service provider may not be available from your new **ClubTelco** service
- by porting the telephone number(s) to **ClubTelco** from another provider, you remain liable for any charges and fees incurred as a result of churn (contract termination fee etc)
- You must not deactivate your existing service when porting. Telephone numbers can only be ported while active.
- You can only withdraw your authority to port this telephone number before the Electronic Cutover Advice is sent by **ClubTelco** to your current Service Provider, which will be on or after the preferred cutover date specified in this form.
- **ClubTelco does not warrant that it can port your telephone number from your current Service Provider. Your current Service Provider may reject this port request if the information you provide is incorrect or does not match the data held by them. In this case you authorise ClubTelco to correct the information and resubmit the request to port your telephone number to ClubTelco or dispute the rejection by your current Service Provider. A porting request may also be rejected for other reasons as stated in the LNP Industry Code.**
- by porting the telephone number(s)/service(s) listed on this form, any DSL/Spectrum Sharing service associated with that telephone number is disconnected and may result in finalisation of the DSL Spectrum Sharing account for that service; and
- **ClubTelco** does not warrant that the telephone number will be ported within any specified timeframe. Porting Hours of Operation are 8am to 5pm AEST/AEDST Monday to Friday, excluding National Public Holidays. Cutover can only be initiated at least 3 business days after the porting Notification Advice is sent by **ClubTelco** to your current Service Provider. If a port request is rejected and needs to be resubmitted, cutover cannot take place for at least another 3 business days after the request is resubmitted.
- In the event of a port, withdrawal or reversal, **ClubTelco** is not responsible for any period of outage.
- To the extent permitted by law **ClubTelco** is not liable to you or any person claiming through you for damage, loss, costs or expenses or other liability in contract, tort or otherwise direct or indirect, for or in relation to porting.
- You may have outstanding contractual obligations and costs owed to your current Service Provider. **ClubTelco** is not liable for any such costs.
- Only your telephone number will be transferred to **ClubTelco**. This may result in the loss of any Value Added Services that are associated with the service provided by your existing Service Provider (eg Voicemail).
- If you wish to port your telephone number from **ClubTelco** to another Service Provider, then you must contact the other Provider.
- **ClubTelco** reserves the right to charge a fee for porting your telephone number to or from **ClubTelco**.

- Local Number Portability (LNP) and ULLS porting does not guarantee you can keep your telephone number if you move to a different geographic location.

The terms of the relevant **ClubTelco** current terms and conditions, as varied from time to time will apply to the use of services.

ALL ADSL PLANS – PLAN PRICING AND INCLUDED DATA

Most **ClubTelco** plans are shaped to 64kbps once the included data limit has been reached. Data limits for all plans are shown below. Current plans are shown in bold typeface:

Broadband Plan Name	Monthly Price	Total Included Data Before Speed is Shaped	Peak Data	Off Peak Data
Bonus 2+ Metro 20+20	\$39.95	40GB	20GB	20GB
Bonus 2+ Metro 50+50	\$49.95	100GB	50GB	50GB
Bonus 2+ Metro 50+70	\$59.95	120GB	50GB	70GB
Bonus 2+ Metro 50+80	\$69.95	130GB	50GB	80GB
Bonus 2+ Metro 50+100	\$99.95	150GB	50GB	100GB
Bonus 2+ Metro 80+100	\$129.95	180GB	80GB	100GB
Bonus 2+ Regional 20+20	\$54.95	40GB	20GB	20GB
Bonus 2+ Regional 50+50	\$64.95	100GB	50GB	50GB
Bonus 2+ Regional 50+70	\$74.95	120GB	50GB	70GB
Bonus 2+ Regional 50+80	\$84.95	130GB	50GB	80GB
Bonus 2+ Regional 50+100	\$114.95	150GB	50GB	100GB
Bonus 2+ Regional 80+100	\$144.95	180GB	80GB	100GB
Bonus 1500 10+10	\$44.95	20GB	10GB	10GB
Bonus 1500 20+20	\$49.95	40GB	20GB	20GB
Fibre Pro 10+10	\$59.95	20GB	10GB	10GB
Fibre Pro 30+30	\$79.95	60GB	30GB	30GB
Fibre Pro 50+50	\$99.95	100GB	50GB	50GB
Fibre Ultra 10+10	\$89.95	20GB	10GB	10GB
Fibre Ultra 30+30	\$109.95	60GB	30GB	30GB
Fibre Ultra 50+50	\$129.95	100GB	50GB	50GB
Express 256	\$29.95	1GB	0.5GB	0.5GB
Turbo 512	\$39.95	10GB	3GB	7GB
Pro 512	\$44.95	20GB	5GB	15GB
Turbo 1500	\$44.95	10GB	3GB	7GB
Pro 1500	\$49.95	20GB	5GB	15GB
Elite 1500	\$59.95	30GB	8GB	22GB
Turbo 8000	\$49.95	10GB	3GB	7GB
Pro 8000	\$59.95	20GB	5GB	15GB
Elite 8000	\$69.95	30GB	8GB	22GB
Ultra 8000	\$79.95	40GB	11GB	29GB
Xtreme 8000	\$89.95	50GB	14GB	36GB
Turbo 2+ Metro	\$39.95	10GB	3GB	7GB
Pro 2+ Metro	\$49.95	20GB	5GB	15GB
Pro Plus Metro	\$54.95	30GB	10GB	20GB
Elite 2+ Metro	\$59.95	30GB	8GB	22GB
Elite Plus Metro	\$64.95	45GB	15GB	30GB
Ultra 2+ Metro	\$69.95	40GB	11GB	29GB
Ultra Plus Metro	\$74.95	60GB	20GB	40GB
Xtreme 2+ Metro	\$79.95	50GB	14GB	36GB
Xtreme Plus Metro	\$84.95	75GB	25GB	50GB

Broadband Plan Name	Monthly Price	Total Included Data Before Speed is Shaped	Peak Data	Off Peak Data
Turbo 2+ Regional	\$54.95	10GB	3GB	7GB
Turbo Plus Regional	\$59.95	15GB	5GB	10GB
Pro 2+ Regional	\$64.95	20GB	5GB	15GB
Pro Plus Regional	\$69.95	30GB	10GB	20GB
Elite 2+ Regional	\$74.95	30GB	8GB	22GB
Elite Plus Regional	\$79.95	45GB	15GB	30GB
Ultra 2+ Regional	\$84.95	40GB	11GB	29GB
Ultra Plus Regional	\$89.95	60GB	20GB	40GB
VLFO 20Mbps / 3GB	\$49.95	3GB	1GB	2GB
VLFO 20Mbps / 15GB	\$59.95	15GB	5GB	10GB
VLFO 20Mbps / 30GB	\$74.95	30GB	10GB	20GB
VLFO 20Mbps / 45GB	\$84.95	45GB	15GB	30GB
VLFO 20Mbps / 60GB	\$89.95	60GB	20GB	40GB
VLFO 30Mbps / 3GB	\$59.95	3GB	1GB	2GB
VLFO 30Mbps / 15GB	\$69.95	15GB	5GB	10GB
VLFO 30Mbps / 30GB	\$84.95	30GB	10GB	20GB
VLFO 30Mbps / 45GB	\$94.95	45GB	15GB	30GB
VLFO 30Mbps / 60GB	\$99.95	60GB	20GB	40GB
The Landing 10Mbps / 3GB	\$34.95	3GB	1GB	2GB
The Landing 10Mbps / 15GB	\$44.95	15GB	5GB	10GB
The Landing 10Mbps / 30GB	\$59.95	30GB	10GB	20GB
The Landing 10Mbps / 45GB	\$69.95	45GB	15GB	30GB
The Landing 10Mbps / 60GB	\$74.95	60GB	20GB	40GB
The Landing 20Mbps / 3GB	\$39.95	3GB	1GB	2GB
The Landing 20Mbps / 15GB	\$49.95	15GB	5GB	10GB
The Landing 20Mbps / 30GB	\$64.95	30GB	10GB	20GB
The Landing 20Mbps / 45GB	\$74.95	45GB	15GB	30GB
The Landing 20Mbps / 60GB	\$79.95	60GB	20GB	40GB
The Landing 30Mbps / 3GB	\$49.95	3GB	1GB	2GB
The Landing 30Mbps / 15GB	\$59.95	15GB	5GB	10GB
The Landing 30Mbps / 30GB	\$74.95	30GB	10GB	20GB
The Landing 30Mbps / 45GB	\$84.95	45GB	15GB	30GB
The Landing 30Mbps / 60GB	\$89.95	60GB	20GB	40GB
ADSL 1.5 Expert	\$64.95	60GB	20GB	40GB
ADSL 1.5 Optimum	\$49.95	36GB	12GB	24GB
ADSL 256 Starter	\$14.95	900MB	300MB	600MB
go internet all in one 1500	\$69.95	12GB	N/A	N/A
go internet all in one 256	\$39.95	12GB	N/A	N/A
The Landing 30Mbps / 3GB	\$49.95	3GB	1GB	2GB
The Landing 30Mbps / 15GB	\$59.95	15GB	5GB	10GB
The Landing 30Mbps / 30GB	\$74.95	30GB	10GB	20GB
The Landing 30Mbps / 45GB	\$84.95	45GB	15GB	30GB
The Landing 30Mbps / 60GB	\$89.95	60GB	20GB	40GB
ADSL 1.5 Expert	\$64.95	60GB	20GB	40GB
ADSL 1.5 Optimum	\$49.95	36GB	12GB	24GB
ADSL 256 Starter	\$14.95	900MB	300MB	600MB
ADSL 512 Light	\$29.95	9GB	3GB	6GB
ADSL2+ expert	\$64.95	60GB	20GB	40GB
ADSL2+ light	\$29.95	9GB	3GB	6GB
ADSL2+ optimum	\$49.95	36GB	12GB	24GB
ADSL2+ Starter	\$14.95	900MB	300MB	600MB

Broadband Plan Name	Monthly Price	Total Included Data Before Speed is Shaped	Peak Data	Off Peak Data
Business Focus ADSL	\$65.95	36GB	24GB	12GB
Business Focus ADSL2+	\$65.95	36GB	24GB	12GB
go internet all in one 512	\$49.95	12GB	N/A	N/A
goFlexi ADSL	\$18.95	900MB	300MB	600MB
goFlexi ADSL2+	\$18.95	900MB	300MB	600MB
goNet2+ 18GB	\$25.00	9GB	3GB	6GB
goNet2+ 36GB	\$35.00	36GB	12GB	24GB
goNet2+ 60GB	\$55.00	60GB	20GB	40GB
goNet2+ 900MB	\$10.00	900MB	300MB	600MB
goNetValue 1500 Unlimited \$45	\$45.00	15GB	N/A	N/A
goNetValue 1500 Unlimited	\$45.00	15GB	N/A	N/A
goNetValue 512 Unlimited	\$25.00	12GB	N/A	N/A
goNetValue 512 Unlimited \$30	\$30.00	15GB	N/A	N/A
goNetValue 256 Unlimited \$25	\$25.00	15GB	N/A	N/A
goNetValue 256 Unlimited \$15	\$15.00	12GB	N/A	N/A
goNetValue Std ADSL \$0	\$0	100MB*	N/A	N/A
goNetValue Plus Std ADSL \$0	\$0	100MB*	N/A	N/A
goNetValue Premium Std ADSL \$0	\$0	100MB*	N/A	N/A
goPower ADSL	\$68.95	60GB	20GB	40GB
goPower ADSL Standalone	\$78.95	60GB	20GB	40GB
goPower ADSL2+	\$68.95	60GB	20GB	40GB
goSelect ADSL	\$33.95	9GB	3GB	6GB
goSelect ADSL Standalone	\$43.95	9GB	3GB	6GB
goSelect ADSL2+	\$33.95	9GB	3GB	6GB
goSmart ADSL	\$53.95	36GB	12GB	24GB
goSmart ADSL Standalone	\$63.95	36GB	12GB	24GB
goSmart ADSL2+	\$53.95	36GB	12GB	24GB
gotalk 1500 Maximiser	\$119.95	12GB	N/A	N/A
gotalk 256	\$64.95	12GB	N/A	N/A
gotalk 256 Maximiser	\$49.95	12GB	N/A	N/A
gotalk 512	\$99.95	12GB	N/A	N/A
gotalk 512 Maximiser	\$69.95	12GB	N/A	N/A
gotalk ADSL Maximiser	\$49.95	12GB	N/A	N/A
gotalk Corporate 1500	\$84.95	12GB	N/A	N/A
gotalk Corporate 256	\$44.95	12GB	N/A	N/A
gotalk Corporate 512	\$54.95	12GB	N/A	N/A
gotalk DLink 256	\$14.95	12GB	N/A	N/A
gotalk Starter 256	\$19.95	200MB	N/A	N/A
gotalk Starter 256	\$29.95	200MB	N/A	N/A
gotalk Starter 512	\$49.95	12GB	N/A	N/A
gotalk Starter 512	\$49.95	12GB	N/A	N/A
gotalk Unlimited 1500	\$124.95	12GB	N/A	N/A
gotalk Unlimited 256	\$54.95	12GB	N/A	N/A
gotalk Unlimited 512	\$74.95	12GB	N/A	N/A
gotalk Unlimited 512/512	\$79.95	12GB	N/A	N/A
gotalk VIP 1500	\$0.00	12GB	N/A	N/A
gotalk VIP 256	\$0.00	12GB	N/A	N/A
gotalk VIP 512	\$0.00	12GB	N/A	N/A
Great Escape 36	\$69.95	36GB	12GB	24GB
Great Escape 60	\$79.95	60GB	20GB	40GB
Great Escape 9	\$49.95	9GB	3GB	6GB

Broadband Plan Name	Monthly Price	Total Included Data Before Speed is Shaped	Peak Data	Off Peak Data
Harvey Norman AFTER Trial 512	\$49.95	12GB	N/A	N/A
Harvey Norman Proprietor 1500	\$79.95	12GB	N/A	N/A
Harvey Norman Proprietor 512	\$60.95	12GB	N/A	N/A
Harvey Norman Trial 512	\$49.95	12GB	N/A	N/A
Power 1500	\$99.95	50GB	N/A	N/A
Power 512	\$69.95	25GB	N/A	N/A
Preselect 1500	\$84.95	12GB	N/A	N/A
Preselect 256	\$44.95	12GB	N/A	N/A
Preselect 512	\$54.95	12GB	N/A	N/A
StandAlone 1.5 Expert	\$74.95	60GB	20GB	40GB
StandAlone 1.5 Optimum	\$59.95	36GB	12GB	24GB
StandAlone 256 Starter	\$24.95	900MB	300MB	600MB
StandAlone 512 Light	\$39.95	9GB	3GB	6GB
Standard 256	\$39.95	10GB	N/A	N/A
Standard 512	\$49.95	15GB	N/A	N/A
TeleOne 1.5M Unlimited	\$89.95	12GB	N/A	N/A
TeleOne 256K Basic	\$24.95	12GB	N/A	N/A
TeleOne 256K Unlimited	\$49.95	12GB	N/A	N/A
TeleOne 512K Basic	\$39.95	12GB	N/A	N/A
TeleOne 512K Unlimited	\$64.95	12GB	N/A	N/A
TeleOne Business Unlimited	\$109.95	12GB	N/A	N/A
Unlimited 1500	\$57.98	12GB	N/A	N/A
Unlimited 256	\$34.87	12GB	N/A	N/A
Unlimited 512	\$45.05	12GB	N/A	N/A
WB 1Mb/345Kb 1GB/1GB	\$74.95	2GB	1GB	1GB
WB 1Mb/345Kb 200MB/200MB	\$39.95	400MB	200MB	200MB
WB 1Mb/345Kb 2GB/2GB	\$99.95	4GB	2GB	2GB
WB 1Mb/345Kb 500MB/500MB	\$54.95	1GB	500MB	500MB
WB 256Kb/64Kb 200MB/200MB	\$29.95	400MB	200MB	200MB
WB 512Kb/128Kb 500MB/500MB	\$49.95	1GB	500MB	500MB
WildIT ADSL 2007 Flat Rate	\$49.95	30GB	N/A	N/A
WildIT RG 1536/256	74.95	35GB	N/A	N/A
WildIT RG 512/128	44.95	25GB	N/A	N/A
Wireless 1Mb/345Kb 15GB/15GB	199.95	30GB	15GB	15GB
Wireless 1Mb/345Kb 1.5GB/1.5GB	44.95	3GB	1.5GB	1.5GB
Wireless 1Mb/345Kb 1GB/1GB	39.95	2GB	1GB	1GB
Wireless 1Mb/345Kb 2GB/2GB	49.95	4GB	2GB	2GB
Wireless 1Mb/345Kb 4GB/4GB	74.95	8GB	4GB	4GB
Wireless 1Mb/345Kb 5GB/5GB	99.95	10GB	5GB	5GB
Wireless 512Kb/128Kb1GB/1GB	29.95	2GB	1GB	1GB

* These plans incur excess usage fees of 15c/MB once the 100MB data allowance has been used. Excess charges are capped at 500MB (\$60.00) and then shaped for the Std plan, 400MB (\$45.00) and then shaped for the Plus Std plan and 334MB (\$35.10) and then shaped for the Premium Std plan.

Peak times are 6:00am to 1:00am, off peak times are 1:00am to 6:00am for all plans except for the:-

1. Bonus plans
2. Express, Turbo, Pro, Elite, Ultra and Xtreme plans
3. Fibre Pro / Ultra, VLFO and The Landing plans

Bonus plans have peak times of 9:00am to midnight and offpeak times of midnight to 9:00am.

The Express, Turbo, Pro, Elite, Ultra, and Xtreme plans have peak times of midday to midnight and offpeak times of midnight to midday, based on local State timing.

The Fibre Pro / Ultra, VLFO and The Landing plans have peak times of 10:00am to midnight and offpeak times of midnight to 10:00am.

FIXED – WIRELESS COMBO OPTION

If you choose to do so, for an additional \$10 per month, you can upgrade your ADSL fixed broadband plan so that you can consume up to 1GB of your plan peak data allowance as wireless data. This is achieved by combining the data allowance into one account that can be consumed either wirelessly (up to the 1GB peak wireless data allowance limit) or through a fixed (wired) ADSL broadband connection.

Note that your data allowance will expire at the end of the billing period in which it is purchased and any unused data allowance may not be carried over to your next billing period. Offpeak allowances remain unchanged. The wireless data allowances include both uploads and downloads.

POSTPAID DIAL-UP PLANS

Dial up plans incur a \$3 surcharge and must be paid by credit card in advance when not preselected for long distance or complete voice. Dial up is charged monthly in advance. \$19.95 is the per month charge. If the service is cancelled before the amount paid in advance expires then any outstanding prepaid time or monies are forfeited. **ClubTelco** Maximiser Plans: Not available to businesses. Long distance, premium calls and any additional phone features/ services are charged at usual rates. Cancelling the service will result in forfeit of any monies or payments made in advance.

Plan	Dial Up
Plan fee	\$19.95
Monthly payment	\$19.95
Contract period	monthly
Set-up fee	not applicable
Disconnect	5 hours hard disconnect; 20 minute idle disconnect
Surcharge	standalone dial up plans incur a \$3 surcharge and must be paid by credit card

INACTIVE ADSL PLANS AND PROMOTIONS

ClubTelco ADSL is available on a 12 or 24 month contract. A network card is required if **ClubTelco** is to supply a modem. To qualify for the discounted **ClubTelco** internet plan rates shown in the table above, you must be a **ClubTelco** full service (**ClubTelco** PSTN phone service) customer and preselect your long distance phone calls to **ClubTelco**, otherwise an additional surcharge applies to the monthly rate of \$15 to all ADSL plans. By changing plans you will incur a \$25 plan change fee. Rates are subject to change without prior notice. ADSL availability is subject to coverage and line quality. An additional fee will be charged for professional installation, which involves a technician coming to your residence which will not be paid by **ClubTelco**.

Shaping: All plans are shaped (slowed down) to 64kbps once the plan's included data limit has been reached within a billing cycle. For unlimited plans, speed is slowed after a limit of 12GB (or in

some cases 15GB) of data has been reached within a billing cycle. The speed is reset at the start of the next billing cycle.

Plan	ClubTelco starter		ClubTelco unlimited		
plan fee	\$29.95	\$49.95	\$44.95	\$54.95	\$84.95
connection speed	256/64 kbps	512/128 kbps	256/64 kbps	512/128 kbps	1500/256 kbps
contract period (months)	12,18 or 24	6,12,18 or 24	6,12,18 or 24		
included data	200MB	2GB	Unlimited		
excess MB	15c	15c	N/A		
capped price	\$59.95	\$99.95	N/A		
surcharge	\$15 is not bundled with Minimiser, Super Saver or Phone gocap plan				
additional notes	Starter 256 is only available when bundled				

PROMOTION – 10 MONTHS FREE BROADBAND / FREE MODEM

ClubTelco ADSL is available on a 6, 12, 18 or 24 month contract. A network card is required if ClubTelco is to supply a modem. To qualify for the discounted ClubTelco online rates, you must be a ClubTelco full service (ClubTelco PSTN phone service) customer otherwise an additional surcharge applies to the monthly rate of \$15 to ADSL plans. By changing plans, you will incur a \$25 plan change fee. Rates are subject to change without prior notice. ADSL availability is subject to coverage and line quality.

Notes on ADSL plans: 1500 plan is only available on a minimum 12 month contract. A \$200 termination fee applies if contract is ended early.

* Free modem option: The modem is a single port ethernet router and valued at \$79. Modem offer is not redeemable for cash, credit or any other product. ClubTelco ADSL free modem option is only available on a 24 month contract and must be bundled with broadband home phone plan. The ADSL free modem option is only available on 512/128 and 1500/256 speeds.

* 10 months free option: ClubTelco ADSL 10 month free option is only available on a 24 months contract and must be bundled with broadband home phone plan. The 10 month free option is only available on 512/128 and 1500/256 speeds. ClubTelco will present the charges every month and credit the relevant invoice of that monthly charge to give the 10 months free. Free months will be displayed on the 1st, 3rd, 6th, 9th, 12th, 15th, 18th, 21st & 24th invoice. Promotion is for a limited time. If a plan change occurs prior to a free month being due, the free month will be the speed of the previous paid month. ClubTelco home phone: Rates are the standard per minute rates, 24 hours everyday and include GST. Local call rates are billed on a per call basis; all other calls are billed on a per minute basis. All rates are correct at 23/05/05 and subject to change without prior notice. Calls to international mobiles incur a surcharge. Notes on Capped Specials: (national calls and calls to mobile) Special is available anytime, 7 days a week. ClubTelco normal rates apply up to the capped amount, any portion of a call outside the capped period is charged at ClubTelco normal rates. Flagfall also applies to special capped rate. Connection Fees: A 35c flagfall applies to national, mobile and international calls for all plans. Phone rates only available when bundled with 10 months free or free modem option. Shaping: All plans are slowed down 64kbps after a limit of 12 GB (or in some cases 15GB) of data has been reached within a billing cycle. The speed is reset at the start of the next billing cycle.

	10 months free broadband			free modem		
speed	256/64k	512/128k	1500/256k	256/64k	512/128k	1500/256k
contract period	24 months			24 months		
monthly access	\$69.95	\$89.95	\$139.95	\$39.95	\$49.95	\$74.95
inclusion	<ul style="list-style-type: none"> ▪ 5 Free email addresses ▪ 10 MB personal web space ▪ Static IP address ▪ Free Dialup account 					

	broadband home phone rates
line rental	\$35
local calls	20c
national calls	18c
calls-to-mobiles	35c
agreement	24 months
Flagfall	39c

CLUBTELCO STARTER 256

The plan detail for **ClubTelco** Starter 256 has been altered and, as outlined in the table below, will affect all customers connected on this plan up to and including 21/11/04. The new plan terms affecting all customers signed up after this date are bound by the terms as outlined below (post 21/11/04)

	prior 21/11/04	subsequent to 21/11/04
plan	ClubTelco Starter 256	
service required	Bundled	Bundled
monthly access	\$19.95	\$29.95
minimum spend	\$50.00	\$0.00
items contributing to spend	ClubTelco voice services each month (excluding non-usage charges such as line rental).	ClubTelco voice services each month (excluding non-usage charges such as line rental).
surcharge	\$20.00	\$0.00
download allowance (Data)	200MB	200MB
excess charges (capped at \$59.95)	15c per MB	15c per MB

GONETVALUE PLANS

goNetValue Plans (goNetValue, Plus & Premium) are available to all residential full service (local and long distance) customers. Not available to businesses.

Notes on rates: The rates advertised are the standard per minute rates, 24 hours everyday and include GST. Local call rates are billed on a per call basis; all other calls are billed on a per minute basis. Calls are charged in 6 second increments. All rates are correct at 01/02/06 and subject to change without prior notice. Calls to international mobiles incur a surcharge.

Notes on national cap special: available anytime, 7 days a week. **ClubTelco** normal rates apply up to the capped amount, any portion of a call outside the capped period is charged at **ClubTelco**

normal rates. Flagfall also applies to special capped rate. Connection fee: A 35c flagfall applies to national and mobile calls. A 39c flagfall applies to international calls.

goNetValue: Monthly fee includes line rental, internet access (dial-up or ADSL), includes no local calls.

goNetValue Plus: Monthly fee includes line rental, internet access (dial-up or ADSL), includes 100 free local calls.

goNetValue Premium: Monthly fee includes line rental, internet access (dial-up or ADSL), includes 300 free local calls.

Notes on Broadband options: Basic ADSL included in monthly fee available for all goNetValue plans: 256/64 100MB download limit, excess data charged at 15c per MB, excess data charges capped at \$59.95, data is shaped once cap is reached. ADD \$25 per month for 256/64 and receive unlimited downloads shaped at 15GB. ADD \$30 per month for 512/128 and receive unlimited downloads shaped at 15GB. ADD \$45 per month for 1500/256 and receive unlimited downloads shaped at 15GB. Available to **ClubTelco** customers who combine their long distance, local and broadband service, on a 12-month contract. If goNetValue broadband is not combined with a goNetValue phone service, a surcharge of \$39.95 will be incurred. Early termination fee of \$200 applies.

INACTIVE STARTER, LIGHT, OPTIMUM, EXPERT, GOFLEXI, GOSELECT, GOSMART, AND GOPOWER PLANS

Plan Features

1. These plans offer 5 email addresses and 10MB web space.
2. A static IP option is not available.
3. Data allowance on these plans is split for peak and off peak times. Peak time is between 6am and 1am AEST. Off-peak time is between 1am and 6am AEST.
4. All plans are shaped. The **Starter plan** \$14.95 and the **goFlexi plan** \$18.95 also incur excess charges and then are shaped. Other plans do not incur excess charges. The connection speed will be shaped to 64 kbps when either of the download limits is exceeded during both peak or off-peak times. The connection speed will be restored at the beginning of the new invoice run.

Charges

Minimum total cost over 12 months:

Starter: \$278.40; **Light**: \$458.40; **Optimum**: \$698.40; **Expert**: \$878.40; including the setup fee of \$99.

goFlexi: \$326.40; **goSelect**: \$506.40; **goSmart**: \$746.40; **goPower**: \$926.40; including the setup fee of \$99.

A connection fee of \$99 applies to no contract customers. A setup fee of \$49 applies to a 12 month contract. No setup fee applies to a 24 month contract.

A disconnection fee of \$200 applies when the service is cancelled within the contract term. Cancelling the specific home phone service will result in a surcharge of \$30 per month being applied to the ADSL2+ account.

Contract Duration

These plans are available on no contract, 12 and 24 month contract terms.

Bundling with Home Phone

The broadband plans listed above (Starter, Light, Optimum, Expert, goFlexi, goSelect, goSmart and goPower) must be bundled with a goVoice ADSL2+ home phone plan or HomeTalk home phone plan. Selecting any other **ClubTelco** home phone or non-ClubTelco home phone service will result in a surcharge of \$10 per month being applied to these broadband plans.

Pre-selecting another provider for the long distance calls will result in a \$10 per month surcharge to the broadband account.

Home Phone Plan details: goVoice ADSL2+: line rental: \$33.95 per month, local call rate: 17c per call, national call rate: 17c per minute, calls-to-mobile rate: 33c per minute, connection fee applicable to all long distance calls: 39c. All rates quoted per minute and include GST. Calls are billed in 6 second increments and charged per minute, rounded to the nearest cent. There are a range of HomeTalk plans suitable for bundling with these broadband plans.

Value Added Services

The following value-added services are available and are chargeable: Listed/Unlisted number, VoiceMail (note that Telstra Messagebank 101 is not transferable), Caller ID, Call Return, Call Forward, Call Waiting, Call Divert, Three Way Call, CND send/block.

Transferring Telephone Service from another Provider

ClubTelco does not warrant that it can port your telephone number from your current Service Provider. Your current Service Provider may reject this port request if the information you provide is incorrect or does not match the data held by them. In this case you authorise **ClubTelco** to correct the information and resubmit the request to port your telephone number to **ClubTelco** or dispute the rejection by your current Service Provider. A porting request may also be rejected for other reasons as stated in the LNP Industry Code.

- by porting the telephone number(s) to **ClubTelco** from another provider, the service associated with that telephone number is disconnected from the existing service
- by porting the telephone number(s) to **ClubTelco** from another provider, the service associated with that telephone number is disconnected from the existing service provider's network and may result in finalisation of the account for that service;
- you give up all previous contractual rights with your current telephone service provider (e.g. discount plans, charity concessions etc)
- certain functions and facilities provided by the current telephone service provider may not be available from your new **ClubTelco** service
- by porting the telephone number(s) to **ClubTelco** from another provider, you remain liable for any charges and fees incurred as a result of churn (contract termination fee etc)
- You must not deactivate your existing service when porting. Telephone numbers can only be ported while active.
- You can only withdraw your authority to port this telephone number before the Electronic Cutover Advice is sent by **ClubTelco** to your current Service Provider, which will be on or after the preferred cutover date specified in this form.
- **ClubTelco does not warrant that it can port your telephone number from your current Service Provider. Your current Service Provider may reject this port request if the information you provide is incorrect or does not match the data held by them. In this case you authorise ClubTelco to correct the information and resubmit the request to port your telephone number to ClubTelco or dispute the rejection by your current Service Provider. A porting request may also be rejected for other reasons as stated in the LNP Industry Code.**
- by porting the telephone number(s)/service(s) listed on this form, any DSL/Spectrum Sharing service associated with that telephone number is disconnected and may result in finalisation of the DSL Spectrum Sharing account for that service; and
- **ClubTelco** does not warrant that the telephone number will be ported within any specified timeframe. Porting Hours of Operation are 8am to 5pm AEST/AEDST Monday to Friday, excluding National Public Holidays. Cutover can only be initiated at least 3 business days after the porting Notification Advice is sent by **ClubTelco** to your current Service Provider. If a port request is rejected and needs to be resubmitted, cutover cannot take place for at least another 3 business days after the request is resubmitted.
- In the event of a port, withdrawal or reversal, **ClubTelco** is not responsible for any period of outage.
- To the extent permitted by law **ClubTelco** is not liable to you or any person claiming through you for damage, loss, costs or expenses or other liability in contract, tort or otherwise direct or indirect, for or in relation to porting.
- You may have outstanding contractual obligations and costs owed to your current Service Provider. **ClubTelco** is not liable for any such costs.

- Only your telephone number will be transferred to **ClubTelco**. This may result in the loss of any Value Added Services that are associated with the service provided by your existing Service Provider (eg Voicemail).
- If you wish to port your telephone number from **ClubTelco** to another Service Provider, then you must contact the other Provider.
- **ClubTelco** reserves the right to charge a fee for porting your telephone number to or from **ClubTelco**.
- Local Number Portability (LNP) and ULLS porting does not guarantee you can keep your telephone number if you move to a different geographic location.

The terms of the relevant **ClubTelco** current terms and conditions, as varied from time to time will apply to the use of services.

EMAIL STORAGE

ClubTelco does not guarantee faultless storage of emails, and will not be liable for any damage or loss, including loss of time, resulting from email storage issues.

Emails are only temporarily stored in your ClubTelco mailbox and it is therefore recommended that you download your emails onto your hard drive to help to avoid future system deletion. **ClubTelco** is not responsible for emails deleted automatically, including when the specified storage limit of 50MB is reached.