



ClubTelco HomeTalk Terms and Conditions - Australia

Your service provider is ClubTelco Pty Ltd ("ClubTelco") ABN 52 144 488 620.

1. HomeTalk Anytime Caps, Evenings and Weekends Plans

HOMETALK, HOMETALK PLUS, HOMETALK FREEDOM, HOMETALK ANYTIME CAP, HOMETALK ANYTIME CAP 150, HOMETALK EVENINGS & HOMETALK WEEKENDS

HomeTalk, HomeTalk Plus (no longer a current plan), HomeTalk Freedom, HomeTalk Evenings and HomeTalk Weekends (no longer a current plan) plans are available to all residential full service (local and long distance) customers.

MONTHLY ACCESS FEE

HomeTalk, HomeTalk Plus, HomeTalk Freedom, HomeTalk Evenings and HomeTalk Weekends charge a recurring monthly access fee that is charged one month in advance. This fee is detailed as a line rental charge on your bill.

NATIONAL CALLS AND CALLS TO AUSSIE MOBILES

National call and call-to-Aussie mobile rates listed are per minute rates and apply 24 hours a day, 7 days a week. National calls and calls-to-Aussie mobiles are billed in six second increments. A connection fee (flagfall) of 39c on HomeTalk, HomeTalk Evenings & HomeTalk Weekends applies to all national calls and calls-to-mobile.

LOCAL CALLS

Local call rates listed are the per call rate and apply 24 hours a day, 7 days a week. Local calls are billed on a per call basis.

INTERNATIONAL CALLS

International call rates listed are per minute rates and apply 24 hours a day, 7 days a week. All international calls are billed in six second increments. Calls to international mobiles incur a surcharge, unless listed as a separate rate. A 39c connection fee (flagfall) is applied to all international calls made on the HomeTalk, HomeTalk Evenings and HomeTalk Weekends plans.

GENERAL RATES

All rates are correct at 06/10/2008. If **ClubTelco** increases any rate we will notify you at least 30 days in advance. Rate decreases can be applied by **ClubTelco** without prior notice. All calls made are charged in arrears.

NATIONAL CAP SPECIAL

The **ClubTelco** national cap special is available on the standard HomeTalk (\$29.95), the HomeTalk Anytime Cap & the HomeTalk Anytime Cap 150 home phone plans and applies 24 hours a day, 7 days a week. As at 06/10/2008, the special cap rate is \$1.99 for up to 1 hour calling. The national cap special applies to any national calls made outside of your local area. **ClubTelco** standard rates apply up to the cap value, once the capped value is exceeded standard rates apply. The appropriate connection fee is included within the cost of the national cap special.

MOBILE CAP SPECIAL

The **ClubTelco** mobile cap special is available on the HomeTalk Anytime Cap 150 home phone plan only and applies 24 hours a day, 7 days a week. As at 06/10/2008, the special cap rate is \$1.99 for up to 15 minutes of calling. The mobile cap special applies to any mobile calls made to any mobile network within Australia. **ClubTelco** standard rates apply up to the cap value, once the capped value is exceeded standard rates apply. The appropriate connection fee is included within the cost of the mobile cap special

HOMETALK EVENINGS UNLIMITED

HomeTalk Evenings Unlimited monthly access fee is \$39.90 per month. The HomeTalk Evenings Unlimited plan gives you free calls to all eligible call types between 7pm and midnight Monday to Friday. Eligible calls include local calls, national calls and calls-to-mobiles. The maximum call duration for all eligible free calls is 2 hours. After 2 hours you will be charged a call connection fee (flagfall) of 39c and then charged the appropriate call rates.

HOMETALK WEEKENDS UNLIMITED (NOT A CURRENT PLAN)

HomeTalk Weekends Unlimited monthly access fee is \$39.90 per month. The HomeTalk Weekends Unlimited plan gives you free calls to all eligible call types between midnight Friday & midnight Sunday. Eligible calls include local calls, national calls and calls-to-mobiles. The maximum call duration for all eligible free calls is 2 hours. After 2 hours you will be charged a call connection fee (flagfall) of 39c and then charged the appropriate call rates.

HOMETALK EVENINGS & HOMETALK WEEKENDS ADDITIONAL CHARGE

The additional charge for upgrading to HomeTalk Evenings or HomeTalk Weekends (\$9.95) will appear on your bill in addition to the charge for line rental (\$29.95). For example: "Line Rental \$29.95 + Unlimited Evenings \$9.95"

HOMETALK ANYTIME CAP & HOMETALK ANYTIME CAP 150

HomeTalk Anytime Cap plans are available to residential customers. Available only when local and long distance service is with **ClubTelco**. Monthly access fee is charged in advance every month. Cap calls include local, national, international calls and calls-to-Aussie mobiles. Excludes some call types: 1300/1800, 19xx premium calls and Directory Assistance. Unused HomeTalk AnyTime Cap value does not accrue from month to month. The rates advertised are the standard per minute rates, 24 hours everyday and include GST. All rates are correct at 06/10/2008. All calls made are charged in arrears. Local call rates are billed on a per call basis; all other calls are billed on a per minute basis. Calls are charged in six second increments. Connection fee of 39c applies to long distance calls. International call rates listed are per minute rates and apply 24 hours a day, 7 days a week. All

international calls are billed in six second increments. Calls to international mobiles incur a surcharge, unless listed as a separate rate.

PLAN PRICING SUMMARY (CURRENT PLANS)

	HomeTalk	HomeTalk Freedom	HomeTalk Anytime Cap	HomeTalk Anytime Cap 150	HomeTalk Evenings Unlimited
Monthly Line Rental	\$29.95	\$39.95	\$49.00	\$85.00	\$39.90
Included Calling Value	N/A	N/A	\$49.00	\$150.00	N/A
Local Calls	19c per call	100 calls included then 19c per call	20c per call	20c per call	20c per call
National Calls	20c per minute	20c per minute	22c per minute	22c per Minute	20c per minute
Calls to Aussie Mobiles	35c per minute	35c per minute	35c per minute	35c per minute	35c per minute
13/1300 Calls	30c per call	30c per call	30c per call	30c per call	30c per call
1800 Calls	0c per call	0c per call	0c per call	0c per call	0c per call
Connection Fee (not local calls)	39c per call	39c per call	39c per call	39c per call	39c per call
National Cap Special	Capped at \$1.99 for up to 1 hour	Capped at \$1.99 for up to 1 hour	Capped at \$1.99 for up to 1 hour	Capped at \$1.99 for up to 1 hour	N/A
Mobile Cap Special (to Aussie Mobiles)	N/A	N/A	N/A	\$1.99 for up to 15 minutes	N/A
Cordless Rental Phone	N/A	Yes	N/A	N/A	N/A
Other	N/A	N/A	N/A	N/A	Unlimited local and national calls and calls to Aussie Mobiles from 7pm to Midnight, Monday to Friday*
Use with HappyTalk?	Recommended	Recommended	Not Recommended	Not Recommended	Recommended

* Maximum call duration for eligible free calls is 2 hours. After 2 hours, a call connection fee (flagfall) of 39c is charged together with the appropriate call rate.

2. HomeTalk International Plans

HOMETALK INTERNATIONAL 200 (NOT A CURRENT PLAN)

HomeTalk International 200 monthly access fee is \$39.90. HomeTalk International 200 comes with free two hundred minutes worth of calls to selected international destinations each month. Included minutes are billed in six second increments and do not incur a call connection charge. Once you have used your total allocated minutes per billing period, you will be charged the advertised rate for time in excess of the two hundredth minute and a call connection fee (39c) for each call you make outside of your included minutes. Unused minutes do not accrue beyond each billing period. The eligible destinations are listed below. Eligible calls are to landlines only, unless specified otherwise. Calls to special service destinations are excluded from the offer. Your two hundred minutes can be made up of calls to any combination of the below list. This Plan including destinations is subject to change on thirty days notice.

Argentina	Germany	Spain
Canada	New Zealand	Taiwan
China	Singapore	Thailand
China Mobile	Singapore Mobile	UK

HOMETALK INTERNATIONAL 150 (NOT A CURRENT PLAN)

HomeTalk International 150 monthly access fee is \$39.90. HomeTalk International 150 comes with free one hundred and fifty minutes worth of calls to selected international destinations each month. Included minutes are billed in six second increments and do not incur a call connection charge. Once you have used your total allocated minutes per billing period, you will be charged the advertised rate for time in excess of the one hundred and fiftieth minute and a call connection fee (39c) for each call you make outside of your included minutes. Unused minutes do not accrue beyond each billing period. The eligible destinations are listed below. Eligible calls are to landlines only, unless specified otherwise. Calls to special service destinations are excluded from the offer. Your one hundred and fifty minutes can be made up of calls to any combination of the below list. This Plan including destinations is subject to change on thirty days notice.

Austria	Hong Kong	Luxembourg	Puerto Rico
	Hong Kong		
Belgium	Mobile	Malaysia	Sweden
Denmark	Hungary	Netherlands*	Switzerland
			Thailand
France	Ireland	Norway	Mobile
Greece	Israel*	Panama	Vatican City
Guam	Italy	Poland	
Guam Mobile	Japan	Portugal	

*Please note: Israel – Palestine and Netherlands Antilles are excluded from the one hundred and fifty included free minutes offer. Any calls made to Israel – Palestine, or to Netherlands Antilles will be charged at the advertised per minute rate (including 39c call connection).

HOMETALK INTERNATIONAL 100 (NOT A CURRENT PLAN)

HomeTalk International 100 monthly access fee is \$39.90. HomeTalk International 100 comes with free one hundred minutes worth of calls to selected international destinations each month. Included minutes are billed in six second increments and do not incur a call connection charge. Once you have used your total allocated minutes per billing period, you will be charged the advertised rate for time in excess of the one hundredth minute and a call connection fee (39c) for each call you make outside of your included minutes. Unused minutes do not accrue beyond each billing period. The eligible destinations are listed below. Eligible calls are to landlines only, unless specified otherwise. Calls to special service destinations are excluded from the offer. Your one hundred minutes can be made up of calls to any combination of the below list. This Plan including destinations is subject to change on thirty days notice.

Andorra	Brunei Mobile	Estonia	Macau	Romania
Bahrain	Bulgaria	India	Malaysia Mobile	Slovak Republic
Bangladesh	Chile	India Mobile	Martinique	South Africa
Bangladesh Mobile	Colombia	Jordan	Monaco	Turkey
Brunei	Croatia	Korea South	Peru	USA

HOMETALK INTERNATIONAL 60 (NOT A CURRENT PLAN)

HomeTalk International 60 monthly access fee is \$39.90. HomeTalk International 60 comes with free sixty minutes worth of calls to selected international destinations each month. Included minutes are billed in six second increments and do not incur a call connection charge. Once you have used your total allocated minutes per billing period, you will be charged the advertised rate for time in excess of the sixtieth minute and a call connection fee (39c) for each call you make outside of your included minutes. Unused minutes do not accrue beyond each billing period. The eligible destinations are listed below. Eligible calls are to landlines only, unless specified otherwise. Calls to special service destinations are excluded from the offer. Your sixty minutes can be made up of calls to any combination of the below list. This Plan including destinations is subject to change on thirty days notice.

Albania	French Guiana	Pakistan
Argentina Mobile	Georgia	Russia
Bermuda	Ghana	Russia Mobile
Cambodia	Iran	Slovenia
Cambodia Mobile	Iraq	Swaziland
Costa Rica	Korea South Mobile	Taiwan Mobile
Costa Rica Mobile	Laos Mobile	Uruguay
Cyprus (Greece)	Macau Mobile	Vietnam
Cyprus (Greece) Mobile	Macedonia	Vietnam Mobile
Cyprus (Turkey)	Malta	Zambia

HAPPYTALK

The HappyTalk service is only available to existing ClubTelco customers with an eligible full service home phone. By dialing 1434 before an international call you will be overriding your existing plan and will be charged at HappyTalk rates instead.

HappyTalk calls are not included in any cap plan or special offer such as free minutes. As a result, **the HappyTalk service is not recommended for use with a HomeTalk plan with included**

value such as the HomeTalk Anytime Cap and HomeTalk international plans, or calls included (at no charge) in your cap will be charged at HappyTalk rates. Call rates listed are per minute rates and apply 24 hours a day, 7 days a week. All international calls are billed in six second increments. Calls to international mobiles incur a surcharge, unless listed as a separate rate. A 25c connection fee (flagfall) is applied to all international calls made on HappyTalk.

EARLY CONTRACT TERMINATION FEE

If your HomeTalk home phone plan is purchased as part of a contracted bundle of **ClubTelco** services, then an Early Contract Termination Fee of \$50.00 will be applied for disconnection of your home phone prior to contract expiration.

If your **ClubTelco** home phone service and **ClubTelco** cordless rental phone are still in contract and you break your contract, then an Early Termination Fee of \$79.00 applies. If the home phone service is also part of a contracted bundle of **ClubTelco** services, then the Early Contract Termination Fee described in the previous paragraph will not be additionally applied.

RULES ON TRANSFERRING TELEPHONE SERVICE FROM ANOTHER PROVIDER

- By transferring your telephone number(s) to **ClubTelco** from another provider, the service associated with that telephone number will be disconnected from your 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). You may have outstanding contractual obligations and costs owed to your current Service Provider. **ClubTelco** is not liable for any such costs.
- Certain functions and facilities provided by your current telephone service provider may not be available from your new **ClubTelco** service
- By transferring your 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 transferring. Telephone numbers can only be transferred while active.
- **ClubTelco** does not guarantee that it can transfer your telephone number(s) from your current Service Provider. Your current Service Provider may reject this transfer 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 transfer your telephone number to **ClubTelco** or dispute the rejection by your current Service Provider. A transfer request may also be rejected for other reasons as stated in the LNP Industry Code.
- **ClubTelco** does not warrant that the telephone number(s) will be transferred 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 transfer Notification Advice is sent by **ClubTelco** to your current Service Provider. If a transfer 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 transfer, 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 transferring telephone number(s)/service(s)
- Only your telephone number(s) 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 transfer your telephone number(s) from **ClubTelco** to another Service Provider, then you must contact the other Provider

- **ClubTelco** reserves the right to charge a fee for transferring 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

GENERAL

These terms are in addition to **ClubTelco's** standard customer terms available at www.clubtelco.com/legal.html With regard to privacy, **ClubTelco** only collects personal information from you that is necessary to perform the service sought by you. The kinds 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 and 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. 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:

- a) to assess an application for credit
 - b) to notify other credit providers of a default by the Applicant
 - c) to exchange information with other credit providers as to the status of this account where you are in default with other credit providers
 - d) to assess your credit worthiness
 - e) to 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 13 TELCO (13 83526)