



ClubTelco Naked DSL Terms and Conditions - Australia
Your service provider is ClubTelco Pty Ltd ("ClubTelco") ABN 52 144 488 620.

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GENERAL

You apply to **ClubTelco** to provide you Naked DSL broadband access as outlined in your selected plan, for the plan period and on the terms specified below. You agree that **ClubTelco** customer, **ClubTelco** VoIP, **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** Naked DSL service is provided without warranty that it is continuous or fault free. You must comply with the Fair Use Policy and you acknowledge and agree that we may exercise any of the rights specified in the Fair Use Policy.

ClubTelco may make available other services in association with the **ClubTelco** Naked DSL service (additional services). Terms and conditions for the supply of any additional services by **ClubTelco** will be available at www.clubtelco.com, or by contacting Customer Service on 1800 468 255. You authorise **ClubTelco** on your behalf, if necessary, to obtain information from your existing internet service 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 Naked DSL 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).

NAKED DSL OVERVIEW

ClubTelco's Naked DSL service is a broadband service delivered over a copper cable where there is no active PSTN telephone line. Naked DSL can offer maximum speeds up to 20000 kbps / 800 kbps. Speeds above 8Mbps require a network compatible DSL modem and filters. The minimum download speed of a Naked DSL broadband service is 1500 kbps. Actual speed will vary and is subject to various constraints including but not limited to distance from local exchange, quality of phone line, the number and type of other services using the line, the capacity of the uplink and customer's modem/router.

Naked DSL is only able to be provided:

- in geographical areas covered by the Optus ULL broadband network, and
- where free capacity exists on the Optus ULL network, and
- where an existing or spare communications wire exists in the Telstra network, and
- where the communications wire passes a full service qualification for Naked DSL

ClubTelco will provide the Naked DSL service to the network boundary point. You are responsible for all wiring at your premises.

The Naked ADS2+ service is comprised of the following components:

- Naked DSL Broadband Plan (Express Naked, Pro Naked, Elite Naked, Ultra Naked and Xtreme Naked)
- Naked VoIP

CLUBTELCO NAKED DSL 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** Naked DSL Quality Service Guarantee. We offer you the freedom to switch between current Naked DSL plans to best suit your usage. You can easily stay in control of your account by monitoring your usage online. In this way, you can avoid shaping.

NAKED DSL

You acknowledge that **ClubTelco** is not obliged to accept Naked DSL applications, but if it does so, and unless you have 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 Naked DSL service has been activated. If your application is accepted, **ClubTelco** will endeavour to provide your **ClubTelco** Naked DSL service as soon as it can, but it cannot guarantee availability or a date of commencement. The network used by the **ClubTelco** Naked DSL service is the Optus ULL network.

NAKED VoIP SERVICE

ClubTelco provides a Naked VoIP service with the Naked DSL service. Neither the Naked VoIP service, nor any other **ClubTelco** VoIP service, is intended to be a substitute for a primary telephone service. Quality of service is not guaranteed. If your broadband connection is not working, is set up incorrectly, or when there is a power failure, the VoIP service will not work until the broadband connection is restored. This means you will not be able to make any telephone calls using the VoIP service, including calls to 000 during this period.

Telephone numbers associated with Naked VoIP or any other **ClubTelco** VoIP service are not listed in the white pages telephone directory or with any other directory service. All new VoIP telephone numbers are selected, issued and used in accordance with the Telecommunications Numbering Plan and any numbering instruments issued pursuant to the Telecommunications Act. In order to comply with these requirements or with the requirements of any Regulatory Authority which administers phone numbers, we may be required to vary, withdraw, suspend or reassign a phone number assigned to your account.

ClubTelco is responsible for selecting and assigning the phone number for your VoIP service unless you port your phone number from your previous service.

If your Naked DSL service is shaped at any time, you may experience some degradation in the quality of your VoIP calls. **ClubTelco** does not recommend that you browse or download from the internet while you are using your VoIP service.

CHARGES

The first statement for your new Naked DSL 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, 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, customers will have their download limit reset at the beginning of each billing period. Unused download portions are NOT carried over to the following month.

You can change your Naked DSL plan to another current Naked DSL plan at any time. A \$25 one-off administration charge will be applied per plan change. 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.

You will not be charged any telephone line rental (monthly access fee) during the period from Naked DSL service provision for the next 30 days, to enable your telephone number to be ported across. Normal call usage fees will continue to apply during this period. If you have not ported your number across within this timeframe, then a \$19.95 per month line rental fee will be charged plus any call usage fees at listed rates as shown below, to keep your telephone line active.

Local calls : 17c per call
Mobile calls : 29.9c per minute

National calls : 14.9c per minute
Call Connection : 39c per call

All charges are inclusive of GST, unless otherwise stated.

CANCELLATION

If you cancel your application after the 10 day cooling off period, and before your Naked DSL service has been provisioned, 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** Naked DSL contract expires, your Naked DSL 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.

Cancellation of existing service: It is the responsibility of you, the customer, to cancel any internet services currently active with another internet 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.

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 13 TELCO (13 83526).

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 you move premises, **ClubTelco** will endeavour to relocate your **ClubTelco** Naked DSL service (subject to service availability in your new area). There will be a minimum relocation charge of \$55. Additional charges may apply.

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

If you currently have a telephone service, this service will be ported to **ClubTelco** prior to the Naked DSL service being provisioned. As soon as the cutover to Naked DSL occurs, the telephone service will be disconnected and the number will be ported to **ClubTelco's** Naked VoIP. This will generally occur between 5 – 10 working days after the phone service is ported to ClubTelco. Any landline calls that you make after your phone service is ported to **ClubTelco** will be charged as at the same rates as **ClubTelco's** goSuper Value phone plan until your phone number is ported to **ClubTelco's** Naked VoIP.. You will not be charged any telephone line rental during the period from telephone service porting to disconnection.

If you ask us to transfer your existing telephone number to your new Naked VoIP service, you agree to transfer that telephone number from the Telstra or Optus network to the **ClubTelco** network. When we first set up your Naked VoIP service, we will provide you with a temporary phone number until your existing telephone number can be transferred to **ClubTelco's** Naked VoIP service. If you want to keep your existing telephone number, you will also need to complete and return a Porting Authority Form to **ClubTelco**.

If you are an existing **ClubTelco** broadband customer and your contract term has not yet expired, any remaining contract term for the broadband service will apply to the Naked DSL service. Standard connection fees will apply to the Naked DSL service as outlined in the Pricing Schedule. If you choose to enter into a new contract with **ClubTelco** for your Naked DSL service, your connection fees will be reduced. If you terminate your existing broadband service and enter into a new contract for Naked DSL, no early termination fees will apply for your existing service.

PORTING A TELEPHONE NUMBER 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 my 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 my 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.

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.

Each Naked DSL plan provides a monthly usage allowance that represents the maximum usage that can be used at high speed during a billing month. All downloads are counted towards the monthly usage allowance on the Naked ADS2+ service including VoIP traffic.

Data allowances on **ClubTelco** Naked DSL plans are split between peak and off-peak. All Naked plans sold prior to March 2nd 2009 have off-peak time defined as 1am and 6am AEST and peak time defined as 6am to 1am AEST.

All Naked DSL plans sold from March 2nd 2009 have offpeak time defined as midnight to 7am AEST and peak time defined as from 7am to midnight. All plans are shaped to 128 kbps when either of the download limits is exceeded during peak or off-peak times. The connection speed will be restored at the beginning of the new invoice run.

If your broadband speed is shaped, you may experience some degradation in the quality of your VoIP calls.

EQUIPMENT AND SOFTWARE REQUIREMENTS

- Your computer equipment must meet minimum requirements.
- If you choose your own modem, it must be an approved model (see www.clubtelco.com, or contact **ClubTelco** on 13 TELCO (13 83526).
- 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 supplied or 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 Naked DSL 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** Naked DSL service may void your warranty, check with your computer retailer to see if this applies to you.
- During the installation process of Naked DSL, 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** Naked DSL 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 20,000/800 refers to a speed of 20,000kbps (20Mbps) for data being downloaded to your computer and 800kbps 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 plans are shaped (speed limited) for the billing month to 128kbps once they have reached their peak or off peak data limit.

INTERNET SECURITY

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

- protect your password (do not disclose it);
- keep it secure, avoid common words, names or dates, change it regularly and do not store it on your computer;
- use current antivirus, spyware, malware, adware and firewall software;
- do not open suspicious emails or files from unknown sources; and
- 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:

- defame, harass or cause needless anxiety to any person;
- make available obscene or pornographic materials;
- violate the privacy of any person;
- knowingly transmit a computer virus to another user or the Internet generally; or
- send any unsolicited bulk messages or breach any regulation relating to the sending of unsolicited messages (including SPAM).
- 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.

CURRENT PLANS – EXPRESS, PRO, ELITE, ULTRA AND XTREME NAKED DSL PLANS

Plan Features

1. These plans offer 5 email addresses and 10MB web space as standard inclusions.
2. All plans are provided with a dynamic IP address. A static IP address is not available.
3. Data allowance on these plans is split for peak and off peak times. For plans applied for from March 2nd 2009, peak time is defined as 7am to midnight AEST while off-peak time is defined as midnight to 7am AEST.
4. For plans applied for prior to March 2nd 2009, peak time is defined as 6am to 1am AEST while off-peak time is defined as 1am to 6am AEST.
5. All plans are shaped to 128kbps 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.

Charges

The minimum total cost over 12 months (including a connection fee and modem) by plan is as follows:

- **ClubTelco** Express Naked : \$757.40
- **ClubTelco** Pro Naked : \$877.40
- **ClubTelco** Elite Naked : \$997.40
- **ClubTelco** Ultra Naked : \$1117.40
- **ClubTelco** Xtreme Naked : \$1237.40

Old Connection and Disconnection Fees Applicable Prior to Monday 14 September, 2009

	24 Month Contract	12 Month Contract	No Contract
Connection Fee	Free	\$49	\$99
Disconnection Fee	\$200	\$200	\$0

New Connection and Disconnection Fees Applicable From Monday 14 September, 2009

	24/36 Month Contract	12 Month Contract	No Contract
Connection Fee	\$99.00	\$149.00	\$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 (DSL modem router)	Included at no extra cost	\$29.95	\$69	\$99
Wireless 4 port Home Networking Gateway (DSL wireless modem router)	N/A	\$89	\$129	\$199
Wireless all in one Home Networking Gateway with built in ATA (DSL wireless modem router with VoIP adaptor)	N/A	\$159	\$199	\$249

Note that a \$19.95 modem delivery charge applies.

A network card is required if **ClubTelco** is to supply a modem. By changing plans you will incur a \$25 plan change fee. Rates are subject to change without prior notice. DSL 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**.

Contract Duration

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

ALL NAKED DSL PLANS PLAN PRICING AND INCLUDED DATA

All **ClubTelco** Naked DSL plans are shaped to 128kbps once the included data limit has been reached. Data limits for all plans are shown below. Current plans are shown in bold typeface:

DSL Naked Broadband Plan	Monthly Price	Total Included Data Before Speed is Shaped	Peak Data	Off Peak Data
Express Naked	\$44.95	1GB	1GB (no peak / offpeak)	
Pro Naked	\$54.95	20GB	5GB	15GB
Elite Naked	\$64.95	30GB	8GB	22GB
Ultra Naked	\$74.95	40GB	11GB	29GB
Xtreme Naked	\$84.95	50GB	14GB	36GB
Great Escape 9	\$49.95	9GB	3GB	6GB
Great Escape 36	\$69.95	36GB	12GB	24GB
Great Escape 60	\$79.95	60GB	20GB	40GB

Peak times are 6:00am to 1:00am, off peak times are 1:00am to 6:00am. Some plans may also incur excess data usage charges. Note that the current plans shown in bold typeface (Express Naked, Pro Naked, Elite Naked, Ultra Naked and Xtreme Naked) have peak times of midday to midnight and offpeak times of midnight to midday.

INACTIVE NAKED DSL PLANS (GREAT ESCAPE 9, 36 and 60 Plans)

ClubTelco Naked DSL is available on no contract, 12 or 24 month contracts. A network card is required if **ClubTelco** is to supply a modem. By changing your Naked DSL plan to another Naked DSL plan, you will incur a \$25 plan change fee. Rates are subject to change without prior notice. Naked DSL 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 128kbps once the plan's included data limit has been reached within a billing cycle. The speed is reset at the start of the next billing cycle.

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 but do not incur excess usage charges. The connection speed will be shaped to 128kbps 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

The minimum total costs over 12 months (including a \$49 connection fee) by plan are as follows:

- **Great Escape 9:** \$648.40
- **Great Escape 36:** \$888.40
- **Great Escape 60:** \$1008.40

Connection and Disconnection Fees

	24 Month Contract	12 Month Contract	No Contract
Connection Fee	Free	\$49	\$99
Disconnection Fee	\$200	\$200	\$0

Modem charges

Modem Option	24 Month Contract	12 Month Contract	No Contract
4 Port Home Networking Gateway (DSL modem router)	Free	\$65	\$99
Wireless 4 port Home Networking Gateway (DSL wireless modem router)	\$89	\$129	\$199
Wireless all in one Home Networking Gateway with built in ATA (DSL wireless modem router with VoIP adaptor)	\$159	\$199	\$249

Note that a \$14.95 modem delivery charge applies.

A network card is required if **ClubTelco** is to supply a modem. By changing plans you will incur a \$25 plan change fee. Rates are subject to change without prior notice. DSL 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**.

Contract Duration

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