



ClubTelco Wireless Broadband Terms and Conditions - Australia

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

Provided that your application for the supply of Wireless Broadband service described in the Wireless Service section below ("Wireless Service") is accepted by **ClubTelco Pty Ltd** ("**ClubTelco**", "**We**" or "**Our**"), the Wireless Service will be provided to you in accordance with:

1. Our standard customer terms (which may be viewed at www.clubtelco.com);
2. The terms of the plan you have chosen; and
3. The terms of any other **ClubTelco** services which are supplied to you in association with the Wireless Services (which are available at www.clubtelco.com, or by contacting Customer Service on 13 TELCO (13 8352).

(as applicable depending on the other **ClubTelco** services (if any) with which the Wireless Service are bundled) (the "**Agreement**"). If there is any inconsistency between the parts of Agreement, then to the extent of the inconsistency, the terms of the applicable document which is the lower in number in the above list will prevail.

Applications & Minimum Term

You acknowledge that **ClubTelco** is not obliged to accept any application for the Wireless Service, but if it does so, you are entering into an agreement for the minimum term chosen by you at the time of application (namely 12 months or 24 months as the case may be) unless you have selected a plan which is not subject to a minimum term requirement. On expiry of the applicable minimum term (or, at the end of each month where you are not subject to a minimum term requirement), the Agreement will renew automatically for successive monthly periods until terminated by either of **ClubTelco** or you in accordance with clause 31 of Our standard customer terms.

If your Wireless Service application is accepted, **ClubTelco** will endeavour to provide your Wireless Service as soon as it can, but it cannot guarantee availability or a date of commencement. The Wireless Service plan period and monthly charges will commence on the day on which the wireless USB modem or data enabled SIM (for BYO modem customers) is dispatched to you by **ClubTelco**, or on such other date as **ClubTelco** reasonably designates.

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 your application for Wireless Service and to transfer your ADSL/2+ and/or 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).

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.

The network used for the Wireless Service is the Vodafone 3G network.

ClubTelco Wireless Service & Equipment

The Wireless Service is a method of using radio frequency signals to connect to the internet and allows you to:

1. access the internet;
2. upload and download files; and
3. use any other services we may tell you about from time to time.

However, you acknowledge that:

1. in order to access and use the Wireless Service you will require a wireless USB modem and a data enabled SIM;
2. we do not promise successful data transmission using the Wireless Service;
3. delays in data transmission or transfer may occur;
4. drop outs may occur;
5. the Wireless Service is provided without warranty that it is continuous or fault free;
6. the speed of data transmission and the time taken for data to download may vary depending on a variety of factors, including but not limited to:
 - a. your equipment and software;
 - b. the then current level of internet activity and congestion;
 - c. the then current level of wireless network activity and congestion;
 - d. the speed and capacity of the server you are accessing;
 - e. distance from the cellsite; and
 - f. the nature of the information you wish to download or upload.
7. Wireless Broadband is not recommended for use with VoIP.

Cancellation

In certain circumstances, customers are permitted by law to cancel services which are subject to a minimum contract term without incurring cancellation fees and certain other expenses. Depending on how you purchase the Wireless Service, if you change your mind after making your application for the Wireless Service, you may not be liable to pay such fees provided you contact **ClubTelco** within 10 days to cancel your application ("Cooling Off Period"). This can only be done by the following: telephone 13 TELCO (13 8352), email to contactus@clubtelco.com, fax 1300 246 738, in writing 'Attention **ClubTelco** Cancellations' PO 6262 St Kilda Rd Central, VIC 8008.

If you cancel your application after the Cooling Off Period has expired and you have applied for a Wireless Service which is subject to a minimum contract term then you will be liable for an early disconnection fee of \$5 x (remaining months of contract) for a 24 month contract or \$10 x (remaining months of contract) for a 12 month contract. This early disconnection fee is a genuine pre-estimate of our loss and applies in addition to other outstanding charges including, but not limited to monthly access fees and datablock fees.

The cancellation will take effect from the end of the current billing period. Consequently no credit for final monthly access fees will apply.

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.

For uncontracted (BYO modem) customers, no early disconnection fee applies. However all outstanding charges including but not limited to monthly access fees and datablock fees must be paid in full at time of cancellation.

Cancellation of existing wireless broadband service: It is your responsibility to cancel any internet services (including wireless broadband) 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.

If you cancel your wireless broadband service with **ClubTelco**, we can reactivate this service using your existing data SIM for up to three months at no cost. After three months, the data SIM is automatically terminated. Once the data SIM is terminated, then service reactivation requires a new data SIM which will incur standard SIM and delivery fees.

Privacy

We may collect, use, disclose, transfer and store any personal information which We may collect about you in the course of providing you with the Wireless Service:

1. in accordance with our Privacy Policy (which may be viewed at <http://www.clubtelco.com>);
2. for the purposes of 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;
3. to tell you about other products, services, bundled offerings or promotions provided by **ClubTelco**, its related bodies corporate, its business partners and/or associates; and
4. for credit checking purposes as described in the Credit section below.

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 8352).

Credit

You agree that **ClubTelco** may exchange information about you with a credit reporting agency for the following purposes to:

1. assess an application for credit;
2. notify other credit providers of a default by you;
3. exchange information with other credit providers as to the status of this account where you are in default with other credit providers; and
4. assess your credit worthiness.

Installation

You may install the wireless USB modem yourself, or call **ClubTelco** Customer Service on 13 TELCO (13 8352) for telephone based technical support during our normal telephone technical support business hours.

Note that **ClubTelco** is only able to provide technical support for **ClubTelco** supplied and branded wireless modems. It is the customer's responsibility to check that their BYO modem is compatible with the Vodafone 3G 900/2100 network and that the modem supplier will provide configuration support, prior to signing up to a **ClubTelco** wireless broadband plan.

Coverage

It is your responsibility to check 3G coverage exists in the location(s) that the service is being used in. If it is not, we will connect you to the next fastest internet speed service available in your area.

If:

1. the coverage maps found on <http://maps02.pdslive.com.au/VCATPublic/app> show that 3G coverage does not exist;
2. the next fastest internet speed service is not acceptable to you;
3. the wireless modem and packaging is not able to be returned in a fully reusable condition (and is not in fact returned to ClubTelco in a fully reusable condition within the Cooling Off Period (as described in the **Cancellation** section above)); and

4. you do not exercise your right to cancel your application within the Cooling Off Period (as described in the **Cancellation** section above), then the cancellation charges described in the **Cancellation** section above will apply.

The **ClubTelco** Wireless Service uses the Vodafone 3G network and is subject to network limitations and availability. The 3G broadband network covers selected metropolitan areas of capital cities and some larger regional centres. 3G capable devices are required. Outside the 3G broadband areas Vodafone Mobile Internet operates at slower access and download speeds on Vodafone's 2.5G network.

Data

References to 'monthly data allowance' are to the amount of data you are entitled to upload and download in a month without incurring shaping (service suspension as described in the Shaping section below). Note that this monthly entitlement is calculated as the sum of both data uploads and data downloads.

ClubTelco is not liable for any loss, corruption or destruction of data or for any other damage as a result of using the Wireless Service.

Actual download and upload data speeds and time taken for data to download may vary due to a number of factors (as more particularly described in the **ClubTelco Wireless Service & Equipment** section above).

Shaping

All plans will have service suspended for the billing month once they have reached their monthly allowance. To continue accessing the internet a datablock can be purchased by calling **ClubTelco** Customer Service on 13 TELCO (13 8352) or by logging onto the MyAccount area of the www.clubtelco.com website, as this site is unmetered and therefore can be accessed even when your plan is shaped (suspended). At the beginning of the next billing month the monthly data allowance (including any unused datablocks) is reset and shaping is removed.

Equipment and Software Requirements & Information

- Your computer equipment must meet the following minimum requirements – Pentium III+ and at least 100MB of spare hard disk space.
- If you choose your own modem, it must be an approved model (see www.clubtelco.com or contact **ClubTelco** on 13 TELCO (13 8352).
- Modem support will be available if the modem has been supplied by **ClubTelco**. **ClubTelco** will not have any liability (or any responsibility to provide technical support) for modems not supplied by **ClubTelco**.
- **ClubTelco** will support the connection while it is connected to one standalone PC ONLY, provided it is connected with a **ClubTelco** approved wireless USB modem and a **ClubTelco** supplied data enabled SIM. Additional PC's connected as a network will not be supported.
- The user is liable for the costs of any enquiries (made by the user) directed to other third party service providers such as a third party modem supplier. Additional charges may apply by calling other suppliers for **ClubTelco** wireless broadband assistance.
- In some instances, installation of wireless broadband hardware required for the **ClubTelco** Wireless Service may void your computer warranty, check with your computer retailer to see if this applies to you.

- The **ClubTelco** wireless USB modem is designed to install on Windows XP, Windows Vista and Mac OS X 10+ operating systems. Ensure you have a compatible operating system prior to attempting installation.
- **ClubTelco** will not be liable for any configuration issues that may arise with your operating system or applications software as a result of installing the **ClubTelco** approved wireless USB modem or using a data enabled SIM supplied by **ClubTelco**.
- If you purchase a modem, SIM or other equipment from **ClubTelco**, it will not become your property until it has been paid for in full, or at the completion of the contract if the equipment is included in the monthly contract rate. However, you are responsible for that modem, SIM or other equipment (as applicable) from the date that we deliver it to you.
- Regarding any SIM that **ClubTelco** provides to you, you will:
 - keep that SIM secure;
 - only use that SIM to access the **ClubTelco** Wireless Service;
 - not interfere with or impair the operation of that SIM;
 - not duplicate the identity of the SIM (including for the purposes of back up);
 - not use the SIM to access other services such as voice calls or MMS;
 - return the SIM to us if the Wireless Service ends or otherwise on our reasonable request.

Wireless Broadband 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** Wireless 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;
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 owner's written permission to do so or otherwise infringe a third party's intellectual property rights;
7. Misuse another person's confidential information; or
8. Infringe or commit an offence against any law, standard or code.

Multiple concurrent logons are not permitted. You must not use the **ClubTelco** Wireless 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 operation of, or damage, your own equipment.

Suspension of Service

We may from time to time, and without notice or liability to you, suspend any of the services (and, at our discretion, disconnect the relevant SIM cards from the network) in any of the following circumstances:

- During any technical failure, modification or maintenance of the network (but in that event we will procure resumption of the services as soon as reasonably practicable);
- If you fail to comply with any of these terms and conditions (including failure to pay charges due) until the breach (if capable of remedy) is remedied;
- You change your address or billing contact details without notifying us in accordance with our agreement;
- If you do, or allow to be done, anything which in our reasonable opinion may have the effect of jeopardising the operation of the Wireless Services; and/or
- If the amounts outstanding to **ClubTelco** exceeds any credit limit set by us, whether or not its payment has fallen due.

No Liability for Content

ClubTelco does not monitor, and is not responsible or liable for, any content or messages carried over and delivered by the Wireless Service. By using the **ClubTelco** Wireless Service, you acknowledge and agree that any material downloaded or otherwise obtained through the **ClubTelco** Wireless 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** Wireless Service, whether supplied by us or by third parties. We are not responsible for inappropriate material viewed by minors.

Plan Features

1. As described in the Shaping section above, a plan will be suspended if the plan data allowance is exceeded. Excess charges do not apply. The connection speed will be restored at the beginning of the new invoice run.
2. Datablocks can be purchased to top up the monthly allowance to avoid shaping. You can either login to the MyAccount section and purchase a datablock online or call **ClubTelco** on 13 TELCO (13 8352) to purchase.
3. For the purposes of calculating your data usage (whether under your monthly data allowance or under any additional datablock purchased by you) data is measured in 10kb blocks. So each session's data usage is rounded up to the next 10kb as applicable.
4. International roaming is not available so only usage within Australian Vodafone coverage areas is available.
5. Plan changes take effect from the beginning of the new monthly billing period.
6. Your monthly data allowance (including from added datablocks) will expire at the end of the billing period in which it is purchased and any unused data allowance will not be carried over to the next billing period.

Charges

General

Except to the extent otherwise set out in this section:

- all monthly access fees for the Wireless Service together with monthly modem charges (where applicable) will be invoiced monthly in advance;

- all other charges arising in relation to the Wireless Service will be invoiced monthly in arrears; and
- For the purposes of calculating your data usage (whether under your monthly data allowance or under any additional datablock purchased by you) data is measured in 10kb blocks and will be rounded up as applicable.

You must pay our invoices within 14 days from the date of our invoice.

Pro Rata Charges

The first invoice for your new Wireless Service issued by **ClubTelco** will consist of:

- the cost of equipment (as applicable);
- one full months access fees to be applied by **ClubTelco** against your next subsequent full monthly access fees;
- an advance payment of one months access fees reduced pro rata to reflect the period from the date of connection to the end of the billing period; and
- any applicable surcharges and/or additional datablock charges (as the case may be and as described in the **Other Charges** section below).

Plan Upgrade and Downgrade Charges

You can change the monthly data allowance on your plan at any time. The change will take effect from the beginning of the new billing month. A \$49 one-off administration charge will be applied:

- per plan upgrade change (to a larger monthly data allowance), unless you extend your plan to 24 months; and
- to all plan downgrades (to a smaller monthly data allowance).

Migrating to another plan does not shorten the minimum term or terminate our Agreement, which will continue to apply for the term.

Other Charges

1. The current Monthly Access Fees are as set out below.
2. A 500MB datablock can be purchased for \$10.95 and a 1GB datablock can be purchased for \$19.95.
3. For customers who connect to our ClubTelco wireless broadband service prior to 6 September 2010, a \$10 monthly surcharge applies if you do not have an eligible **ClubTelco** service, namely another **ClubTelco** active postpaid monthly service with monthly access fees of \$14.95 or more (i.e. if the Wireless Service is a "standalone service" from **ClubTelco**).
4. A **ClubTelco** wireless USB modem + SIM package can be purchased outright for \$79.00. The wireless USB modem and SIM package incur a \$19.95 delivery fee and are shipped active by registered post. If you choose this option, your Monthly access fees will be charged at the rates set out in the **Equipment Outright Purchase & BYO Wireless Modem Plans** column below.
5. The wireless SIM only option incurs a \$9.95 delivery fee and is shipped active.
6. All charges are inclusive of GST, unless otherwise stated.

Monthly Access Fees

Data Allowance	Equipment Outright Purchase & BYO Wireless Modem Plans (No contract)	ClubTelco Wireless Modem Plans (12 month contract)	ClubTelco Wireless Modem Plans (24 month contract)
1GB	\$19.95	\$29.95	\$24.95
2GB	\$24.95	\$34.95	\$29.95
3GB	\$28.95	\$38.95	\$33.95
5GB	\$34.95	\$44.95	\$39.95
7GB	\$54.95	\$64.95	\$59.95

Minimum total cost with ClubTelco modem when bundled with another eligible ClubTelco service (as described in the *Other Charges Section*) over 12 months:
From: 1GB \$359.40, 2GB \$419.40, 3GB \$467.40, 5GB \$539.40, 7GB \$779.40. A **ClubTelco** wireless modem + SIM delivery fee of \$19.95 also applies.

Minimum total cost with ClubTelco modem when standalone (no other eligible ClubTelco service as described in the *Other Charges Section*) over 12 months:
From: 1GB \$479.40, 2GB \$539.40, 3GB \$587.40, 5GB \$659.40, 7GB \$899.40. A **ClubTelco** wireless modem + SIM delivery fee of \$19.95 also applies.

Minimum total cost with ClubTelco modem when bundled with another eligible ClubTelco service (as described in the *Other Charges Section*) over 24 months:
From: 1GB \$598.80, 2GB \$718.80, 3GB \$814.80, 5GB \$958.80, 7GB \$1438.80. A **ClubTelco** wireless modem + SIM delivery fee of \$19.95 also applies.

Minimum total cost with ClubTelco modem when standalone (no other eligible ClubTelco service as described in the *Other Charges Section*) over 24 months:
From: 1GB \$838.80, 2GB \$958.80, 3GB \$1054.80, 5GB \$1198.80, 7GB \$1678.80. A **ClubTelco** wireless modem + SIM delivery fee of \$19.95 also applies.

Minimum cost in Month 1 when bundled with an eligible ClubTelco service (as described in the *Other Charges Section*), without a contract (BYO Modem):
From: 1GB \$19.95, 2GB \$24.95, 3GB \$28.95, 5GB \$34.95, 7GB \$54.95. A SIM delivery fee of \$9.95 also applies. An activation credit of \$14.95 applies if the service is used within 21 days of SIM dispatch.

Minimum cost in Month 1 when standalone (no other eligible ClubTelco service as described in the *Other Charges Section*) without a contract (BYO Modem):
From: 1GB \$29.95, 2GB \$34.95, 3GB \$38.95, 5GB \$44.95, 7GB \$64.95. A SIM delivery fee of \$9.95 also applies. An activation credit of \$14.95 applies if the service is used within 21 days of SIM dispatch.

Wireless Modem Options

You can either supply (BYO) your own compatible wireless USB modem, purchase a **ClubTelco** wireless USB modem + SIM package outright or receive a **ClubTelco** branded wireless USB modem included with a 12 or a 24 month contract.

ClubTelco Modem

For 12 and 24 month contracts, the cost of your **ClubTelco** branded wireless USB modem + active SIM is included in the applicable monthly access fees (as set out in the **ClubTelco Wireless Modem Plans (12 and 24 month contract)** sections of the **Monthly Access Fees** table (and the relevant Minimum Cost amount) above). An early disconnection fee applies to contracted plans. A \$19.95 delivery fee applies.

For outright purchase of a **ClubTelco** branded wireless USB modem + active SIM (\$79.00 + delivery fee of \$19.95 applies), no contract applies nor do early disconnection fees apply.

BYO Modem

If you supply your own (non-**ClubTelco**) compatible USB wireless modem, then you will only need a wireless data SIM from **ClubTelco**. A \$9.95 SIM delivery fee applies. No contract term applies.

Data Blocks

From time to time, you may wish to top up your monthly data allowance (either because you have already used up your current monthly allowance or because you know you will require a greater allowance within a certain period). If so, you can purchase an additional datablock

either online at www.clubtelco.com or via **ClubTelco** Customer Service on 13 TELCO (13 8352).

Data blocks can be purchased as follows:-

- 500MB for \$10.95; or
- 1GB for \$19.95.

Note that your data allowance (including from added datablocks) will expire at the end of the billing period in which it is purchased and any unused data allowance will not be carried over to your next billing period.

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.

Fixed - Wireless Combo Plans:

Plan Name	ADSL Peak Data Allowance	Wireless Data Allowance* ¹
Bonus 2+ Metro 20+20	19GB – 20GB	up to 1GB
Bonus 2+ Metro 50+50	49GB – 50GB	up to 1GB
Bonus 2+ Metro 50+70	49GB – 50GB	up to 1GB
Bonus 2+ Metro 50+80	49GB – 50GB	up to 1GB
Bonus 2+ Metro 50+100	49GB – 50GB	up to 1GB
Bonus 2+ Metro 80+100	79GB – 80GB	up to 1GB
Bonus 2+ Regional 20+20	19GB – 20GB	up to 1GB
Bonus 2+ Regional 50+50	49GB – 50GB	up to 1GB
Bonus 2+ Regional 50+70	49GB – 50GB	up to 1GB
Bonus 2+ Regional 50+80	49GB – 50GB	up to 1GB
Bonus 2+ Regional 50+100	49GB – 50GB	up to 1GB
Bonus 2+ Regional 80+100	79GB – 80GB	up to 1GB
Bonus 1500 10+10	9GB – 10GB	up to 1GB
Bonus 1500 20+20	19GB – 20GB	up to 1GB

*¹ includes both uploads and downloads.

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.