

Standard Form of Agreement for Cable, ADSL, VDSL2 and FTTP customers

1. Introduction

This Agreement sets out the terms and conditions under which we agree to provide Services to you. It has been formulated as a standard form of agreement for the purposes of section 479 of the Telecommunications Act 1997 (Cth) (The Act).

2. This Agreement is structured as follows:

1. the General Terms, Conditions and Charges set out in this document;
2. specific terms and conditions for the Service, as set out in the relevant Schedule; and
3. your Application.

3. You may purchase the Services in one of two ways:

1. as an individual Service, in which case the terms and conditions set out in the relevant Schedule will apply in addition to these General Terms, Conditions and Charges; or
2. as a package, in which case the terms and conditions set out in the applicable Schedules will apply in addition to these General Terms, Conditions and Charges. The terms and conditions set out in another agreement may also apply to your use of a service not included in a Schedule.

4. From time to time we may advertise special prices, packages, discounts or other terms in relation to a Service or any other service ("promotions"). You may apply to take up the promotion by submitting an Application to us. If we accept your Application, you will be bound by the specific terms of the promotion, including the Charges. Except as specified in the promotion, the terms and conditions set out in this Agreement will continue to apply in relation to the Service.

6. Some of the words used in this Agreement begin with a capital letter (e.g., Your Premises). The meanings of these words are defined in the dictionary at the end of this Agreement. You may obtain a copy of this Agreement from our registered business office at 470 Northbourne Ave Dickson ACT.

2. Services provided by us

1. This Agreement commences on the date that we start providing the Service to you and continues unless terminated in accordance with this Agreement.

2. The Service will be supplied to you in accordance with your Application.

3. We will not provide the Service unless and until:

1. Your Premises are situated in the geographic area serviced by the TransACT Network;
2. we have approved your Application;
3. if applicable, you have obtained the consent of the owner of Your Premises; and
4. if applicable, you satisfy any pre-supply testing required by TransACT.

4. We will use reasonable care and skill in providing the Services. Unless we specifically authorise in writing that you may do so, you must not re-supply the Service to any other person or entity.

5. We will remedy faults in the Equipment or the Services in a timely manner and, if applicable, in accordance with our obligations under the Customer Service Guarantee.

6. Subject to the Consumer Guarantees, we do not warrant that the Services will be provided on an uninterrupted or fault-free basis.

3. Installation, maintenance and use of the Services

1. You agree to allow us reasonable and safe entry to Your Premises on all occasions required by us for the purposes of providing the Services.

2. You must:

1. promptly report faults in the Services to our Contact Centre; and
2. allow us reasonable and safe entry to Your Premises to investigate and rectify any fault in the Services or to repair, replace or disconnect the Equipment, as required.

3. You must not interfere with the supply of the Service or use it for any purpose which:

1. is prohibited by law;
2. damages any Equipment or interferes with its supply or that of the TransACT Network (or, in our reasonable opinion, may cause such damage or interference);
3. may cause death, personal injury or property damage;
4. breaches the property rights of a person; or
5. involves the transmission of unwanted, pornographic, offensive, distasteful or harassing communications.

4. You must ensure that the Service is not used by anyone else in a manner, which may contravene the requirements of clause 3.3.

5. You must promptly and fully comply with all our reasonable directions in relation to the use of the Service.

4. Ownership, use and care of the Equipment

1. We own the Equipment.

2. You must:

1. comply with our instructions regarding the use and care of the Equipment;
2. promptly report faults in the Equipment to our Contact Centre;
3. take all due care of the Equipment, and protect the Equipment from any loss, damage (excluding reasonable wear and tear), theft or detention;
4. not create, or allow the creation of, a mortgage, charge, lien or encumbrance over the Equipment;
5. not use or permit the use of the Equipment for any improper, illegal or unauthorised purpose; and
6. not use the Equipment at any location other than Your Premises.

3. If the Equipment is lost, damaged, stolen or detained:
 1. you must promptly notify us; and
 2. we may charge you a fee for any lost, damaged, stolen or detained Equipment.
4. You are responsible for obtaining insurance cover for the Equipment.
5. You must not use or connect anything to the Equipment which is prohibited or not authorised by the ACMA or does not otherwise comply with any law or regulation.
6. You acknowledge that we may need to change your Service Number from time to time. You are not eligible to claim goodwill in your Service Number.

5. Network Access

1. You acknowledge and agree that we provide Network Access to enable you to receive Third Party Services.
2. You acknowledge and agree that you have access to Free Content over the TransACT Network, and that we retransmit this Free Content for such time as you are provided with Network Access and for so long as we have the lawful authority to do so.
3. You must not duplicate, retransmit, redistribute or otherwise deal with Free Content or Third Party Services.

6. Third Party Services

1. You acknowledge and agree that you will enter into separate contracts for Third Party Services.
2. You acknowledge and agree that we may, from time to time add to or remove the Third Party Services available through the TransACT Network.
3. We are not liable to you or any other person for any loss or damage suffered by you in respect of the delivery of Third Party Services, including:
 1. delay or interruption in the delivery of the Third Party Services;
 2. failure to show an advertised program;
 3. supply of Third Party Services in error;
 4. failure to provide Third Party Services;
 5. the failure of any monitoring or security service provided to you over the TransACT Network; and
 6. any distress or offence suffered by you or any other person through the exposure to pornographic images or any other defamatory or otherwise offensive or distasteful material.

7. Charges and Payment

1. All Charges applicable to the Services are specified in the Schedule, or as otherwise notified to you (including as stated in your Application).
2. We may vary the Charges, or introduce new Charges, in accordance with Clause 8.
3. You must pay the Charges in accordance with tax invoices issued by us.
4. Our records are sufficient evidence of the existence and amount of any Charge owed by you to us.

5. If you do not pay the full amount owing by the due date, we may:
 1. charge an administrative fee;
 2. recover debt collection costs and commission; and
 3. suspend Network Access and impose a reconnection fee, only after giving you at least 5 business days' notice.
6. You must pay the Charges without any set off, counter claim or deduction.
7. We may set off any amount payable to you against any amount payable by you to us.
8. We may impose an additional charge to install the Service if we need to perform work beyond the usual scope of work required for similar installations.
9. You are responsible for all Charges incurred in the use of the Service, even if someone other than you incurs those Charges without your knowledge or consent.
10. All charges are GST inclusive unless otherwise stated.
11. TransACT's standard billing method is Electronic Billing. You can opt to receive your Bill by post, sent to an address nominated by you. This incurs a fee of \$1.49 (inc GST per Bill sent). TransACT will provide Bills without charge to pensioner customers. Electronic Bills may be adversely affected by equipment or conditions beyond TransACT's control.
12. We may change or offer new methods of Bill Media. If we do so, we will notify you by a Bill message and via our website.

8. Changing the Agreement

1. From time to time we may need to vary certain Charges, or introduce new Charges, without your consent. Any changes to this Agreement will be made in accordance with this clause 8.
2. Subject to the exceptions contained in clause 8.3 below, if we consider that the change will have a detrimental impact on you, we will give you:
 1. notice of the proposed change at least 21 days before it takes effect; and
 2. the option to terminate this Agreement within 42 days without incurring any additional fees or penalties (other than any outstanding Charges owed for the provision and use of the Service).
3. Clause 8.2 does not apply where the change made is:
 1. likely to benefit you, or have a neutral or minor detrimental impact on you (however if you can demonstrate that the change will have more than a detrimental impact on you, you will have the right terminate in accordance with clause 8.2.2);
 2. to the price of International Call Rates, International Roaming, Calls to Satellite Services;
 3. to ancillary Charges, including but not limited to administration fees and callout charges;
 4. to the fee or charge for the Service where the fee or charge is a tax imposed by law;
 5. as a result of a third party increasing the amount charged to us for premium or content services (if this occurs we will give you reasonable notice if you have used the service in the past six months, and allow you to cease getting the service without incurring any fees or penalties); or
 6. in accordance with any tax or law.

9. Security Bond

1. We may impose a credit limit or require you to provide a Security Bond.
2. You authorise us to make deductions from any Security Bond for any Charges that are owing to us.
3. We agree to refund your Security Bond in full when we stop providing the Services, except to the extent that we have made deductions for Charges that are owing to us by you.

10. Priority Services

TransACT does not offer a special priority assistance service to customers with life threatening medical conditions. TransACT will act on a best efforts basis but cannot guarantee priority connections and fault resolution given the reliance on third party suppliers. Customers with life threatening medical conditions should contact TransACT on 13 30 61 to discuss the options available.

11. Security and privacy

1. You acknowledge that, if you do not ask us to block the Caller Number Display Service, your Service Number may be displayed to other users that you call.
2. You authorise us to obtain, use, disclose and exchange Personal Information and credit information about you with credit agencies, credit reporting agencies, other credit providers, content partners, other telecommunications companies and sub-contractors for the following purposes (or purposes related to these purposes):
 1. conducting credit checks, obtaining consumer credit reports and maintaining your credit records;
 2. the establishment and ongoing management of your account;
 3. in order to report or gain information on overdue loan repayments, serious credit infringements and dishonoured cheques;
 4. developing, researching and promoting our products and services and the products and services of other entities;
 5. processing your Application;
 6. managing your relationship with us and marketing our products and services and the products and services of other entities to you;
 7. submitting your details to the Integrated Public Number Database; and
 8. as required or permitted under law, including the Privacy Act 1988 (Cth).
3. You agree that Personal Information referred to in clause 10.2 includes, but is not limited to:
 1. identity particulars – your name, sex, address (and the previous two addresses), date of birth, name of employer, and driver's licence number;
 2. your application for credit or commercial credit – the fact that you have applied for credit and the amount;
 3. the fact that TransACT is a current credit provider to you; and
 4. information about your credit worthiness or capacity.

4. You acknowledge and agree that we do not guarantee the security of information conveyed over the TransACT Network and that we are not liable to you for any loss or damage resulting from the diversion, publication, corruption or inappropriate or unlawful use of any information provided over the TransACT Network to or from any third party.
5. You acknowledge and agree that you are responsible for the security of any user identification or passwords created for the secure transmission of your information, and agree to take all appropriate measures to prevent others having unauthorised access to your user-identification or passwords. We will not be liable for any loss or damage suffered by you due to the unauthorised use of your user-identification or passwords.
6. You authorise us to scan or conduct any assurance testing of the security of the Network and/or your Service (including any IP address ranges allocated to you in connection with the Service) for the purposes of helping you improve the security of the use of your Service, but we are not obligated to do so.
7. Without limiting the definitions set out in clause 16, for the purposes of clause 11.6, references to "Service" includes any Equipment and Your Equipment.

12. Limitation of Liability

1. This clause limits our liability to you. **Please read this clause carefully.**
2. We agree to provide the Service to you subject only to the terms, conditions and warranties contained in this Agreement and the Consumer Guarantees. Any liability that we might otherwise have to you in connection with this Agreement or Service is expressly excluded.
3. Subject to clause 12.4, in the case of Interruptions to the Service, we will comply with our obligations under the Australian Consumer Law by offering you:
 1. a refund or rebate for the period of the Interruption; and
 2. where the Interruption is caused by our breach of a Consumer Guarantee, compensation for any reasonably foreseeable loss incurred.
4. The refund or rebate in clause 12.3.1 does not apply to Interruptions which occur because of:
 1. a cancellation, suspension or restriction to the supply of the Service in any of the circumstances listed in clauses 7.5.3, 14.4.1 or 14.4.5;
 2. a fault or other event which may reasonably be attributed directly or indirectly to your equipment (including Equipment);
 3. your acts or omissions; or
 4. scheduled maintenance to the TransACT Network, a supplier's network or any Equipment for less than 1 hour.
4. Except for liability which is expressly accepted by us under this clause 12 and any liability we have under the Australian Consumer Law, we exclude all other liability to you (whether based in contract, tort (including negligence) or otherwise) for suspending the Service where we do so in accordance with the Agreement.
5. Our liability for any loss, cost, liability or damage suffered or incurred by you under or in connection with this Agreement or the Service (whether based in contract, tort (including negligence), statute or otherwise) is reduced to the extent that your acts or omissions or your equipment (or the acts, omissions or equipment of a third person) caused or contributed to that loss, cost, liability or damage.



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6. We exclude any liability to you for any consequential loss suffered or incurred by you, except to the extent that you are entitled to recover reasonably foreseeable loss under the Australian Consumer Law.

7. We accept liability to you for the acts of our agents in accordance with the principles of vicarious liability at common law. However, to the extent permitted by law, we have no liability to you or to any other person for the acts, omissions or defaults of any supplier who is not acting as our agent, or any person who provides goods or services directly to you for use in connection with a Service.

8. You may have certain rights in respect of the Service under the Customer Service Guarantee (the CSG). If we fail to provide the Service according to our obligations under the CSG, you may be entitled to damages.

9. You acknowledge and accept that because we are still in the process of constructing the TransACT Network, we may not be able to connect some Services within the timeframes specified in the CSG. For this reason, we ask that you sign a CSG Waiver to release us from our obligations in this regard.

13. Indemnity

1. You indemnify us against any damage, expense, loss or liability that we suffer or incur directly or indirectly due to:

1. your failure to comply with your obligations under this Agreement;
2. any loss of, or damage (excluding fair wear and tear) to any Equipment we provide to you;
3. the use or attempted use by any person (including you) of the Services;
4. the actions of any person with an interest in Your Premises in connection with the installation, maintenance or removal of the Services.

14. Terminating the Agreement

1. If you terminate the Agreement prior to the term specified in your Application, we may impose the early termination payment specified in the Schedule. The amount of any early termination payment is a genuine pre-estimate of the loss we will incur as a result of your termination under this clause and includes our costs of installing and provisioning the Service.

2. Subject to clauses 13.1 and 13.3, you may request the termination of any part of the Services at any time by giving us one month's notice.

3. You may have a right to terminate the Agreement within the term specified in your Application if we make certain changes to this Agreement without your consent. Information about changing this Agreement is contained in clause 8 above.

4. In addition to any other rights we may have, we may immediately terminate, limit or suspend any part of the Services if:

1. you breach a material term of this Agreement, and that breach:
 - a. is incapable of remedy; or
 - b. is capable of remedy, and you do not remedy that breach within 14 days after TransACT gives you notice to do so;
2. we consider such action necessary for the purpose of maintaining or restoring any part of the TransACT Network;
3. we are required to do so by a court, government or regulatory agency;
4. there is an emergency; or
5. you are declared bankrupt.

5. Upon termination or expiration of the Agreement, you must immediately pay all amounts due and payable to us, and:

1. promptly return the Equipment;
2. allow us to enter Your Premises to recover our Equipment or remove the Network Connection; or
3. pay to us an amount, as determined by us, which represents the value of the Equipment, except, at our option, where the Equipment consists solely of cabling from the network distribution box to the relevant wall socket.

6. Upon termination of the Agreement, we are not responsible for connecting or reconnecting any appliance to any telephone network or other communication network, cable or system.

7. We are not obliged to remove any Equipment from Your Premises, or carry out any repairs to Your Premises in connection with the installation or removal of the Equipment.

8. Upon termination of your TransACT Service, whether by TransACT or yourself, it is your responsibility to contact your internet service provider to cancel any services that you have with them.

9. Clauses 11, 12 and this clause 13 (and any clause relevant to the interpretation of these clauses or that, by its nature, survives this Agreement) continue to apply following the termination or expiration of the Agreement.

15. Miscellaneous

1. Our failure to exercise, a delay in exercising or the partial exercise of our rights under the Agreement does not operate as a waiver of those rights in the future.

2. The laws of the Australian Capital Territory govern the Agreement.

3. The Agreement constitutes the whole understanding between you and us to the exclusion of any prior or collateral agreement or understanding of any kind relating to the subject matter of this Agreement.

4. We may assign our rights under the Agreement without your consent. You may not assign your rights under the Agreement without our prior written consent.

5. We may pay commissions to any person who introduces you to us.

6. In the event of any inconsistency between the three documents listed in clause 1.2 above, their order of preference shall be (c), (b) and then (a) to the extent of that inconsistency.

7. In this Agreement, references to the singular are references to the plural (and vice versa).

16. Dictionary

ACMA means the Australian Communications and Media Authority.

Act means the Telecommunications Act 1997 (Cth), including any regulations or other subordinate rules made under the Act.

Agreement has the meaning set out in clause 1.2.

Application means any form or other documentation which we may require you to complete, prior to us supplying the Service to you. An Application may include, as applicable, the documents entitled "Service Application Form", "Porting Application Form", or similar.

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010*.

Bill means an invoice issued to you by us, advising you of the total Charges payable by you in the relevant billing period

Bill Media means the way in which a Bill is communication or delivered, and its format.

Caller Number Display Service means the functionality, which enables the display of the calling number to the recipient of the call.

Charges means the charges, fees and rates notified by us from time to time and payable by you.

Consumer Guarantee has the meaning given in Division 1 of Part 3-2 of the Australian Consumer Law.

Contact Centre means our customer contact centre used to receive and respond to your enquiries and concerns.

CSG Waiver means the form entitled, "TransACT Capital Communications Pty Limited Customer Service Guarantee Standard Waiver" (or similar).

Customer Service Guarantee or *CSG* means any performance standard of that name (as current) made pursuant to the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth).

Electronic Billing means Bills sent to you electronically to the email address set out in your application form or another email address nominated by you.

Equipment means any equipment or software provided by us to you and may include any or all of modems, set top boxes, remote control units, cabling and outlets and network distribution boxes, but does not include telephone handsets.

Free Content means any material, program or service to which access is provided free of charge.

Integrated Public Number Database has the same meaning given to it in the Act.

Interruption in the supply of goods or a service means a delay in supplying, a failure to supply or an error or defect in the supply of, those goods or that service.

National ADSL & voice service refers to fixed-line internet and voice services offered outside TransACT's own network footprint.

Medium Business means a customer that takes 10 or more telephony /data/television products OR over four TransBIZ2 products OR any TransBIZ 10,20,30 products.

Network means a telecommunications network, including equipment, facilities or cabling.

Network Access means the use of the TransACT Network by you to access Third Party Services.

Network Boundary means a point of interconnection. In particular, the Network Boundary is:

1. in the case of a residential Telephone Service, the wall socket;
2. in the case of residential data services, the output port of the set top box or modem;
3. in the case of television services, the output port of the set top box;
4. in the case where there is no Telephone Service and no Network Access but there is a Network Connection, the network distribution box.
5. In the case of commercial telephone and data services, the main distribution frame or first socket where no main distribution frame exists.

Network Connection means the Equipment linking the TransACT Network to Your Premises and terminating at the Network Boundary.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Related Body Corporate has the same meaning as in section 50 of the Corporations Act 2001 (Cth).

Residential Customer a customer that takes residential products for non-business purposes only.

RF Overlay means radio frequency transmitted over fibre-optic cable.

Schedule means a schedule to this Agreement containing the specific terms, conditions and charges for a Service.

Security Bond means the security bond in an amount nominated by us that you provide under clause 9.

Service means a telecommunications service provided to you by TransACT or its Related Bodies Corporate under this Agreement.

Service Number means the telephone number used in connection with the Service.

Small Business means a customer that takes less than 10 telephony/data/television products or up to four TransBIZ2 services.

Telephone Service means the telephone service provided by us to you.

Third Party Services means the services provided by third parties to you under one or more separate contracts.

TransACT Network means the telecommunications system comprising all links, cables, radio, microwave and other transmission media and equipment, switches, software and related items owned and operated by us to make available and provide the Services.

UNFT means the Utilities Network Facilities Tax, as defined in the *Utilities (Network Facilities Tax) Act 2006*, introduced by the Australian Capital Territory Government.

us / we / our means TransACT Capital Communications Pty Limited (ABN 23 093 966 888) and includes our Related Bodies Corporate, employees, agents and contractors.

you / your means jointly and severally the person or persons named in the Application who request the Services or who otherwise acquire the Services.

Your Equipment means all equipment that you own, or which is owned by a third party and leased or licensed to you, and which you use in connection with the Service, other than Equipment.

Your Premises means the premises specified by you in your Application as the location for the provision of the Services.

Schedule 1 – Telephone terms and conditions

1. The Service

1. This Schedule sets out the specific terms, conditions and charges that apply to our supply of the Telephone Service to you.
2. If you apply for a Telephone Service, you must complete any documentation required to authorise us to provide you with the Telephone Service.
3. You are responsible for the provision of telephone handsets in order to receive the Telephone Service.
4. If you apply to transfer your existing Telephone Service to us:
 - a. You warrant that you are the account holder for the Telephone Service identified in your Application and authorise us to arrange for pre-selection of this service to us; and
 - b. You remain liable for all amounts owed to your former supplier before the transfer and any additional amounts payable due to the termination of your arrangement with that former supplier.
 - c. If you apply to transfer your Telephone Service from us to another supplier, you remain liable to us for all amounts due and payable to us before the transfer (whether invoiced or not) and any additional amounts due and payable to us in accordance with this Agreement.
5. Where you have ordered a 1300, 1800, or “13” service from Us, You acknowledge that charges apply for incoming calls to those services.

Schedule 2 – Broadband terms and conditions

1. Broadband:

1. Broadband speeds indicated are maximum speeds only, actual speeds received at Your Premises at any given time may vary. Factors that affect speed may include line quality and length from the exchange, hardware and software, the source of the download, internet traffic, other services running on the network and your ISP.
2. ADSL2+ broadband packages are not available to premises situated in TransACT cabled areas.

Schedule 3 – Television terms and conditions

1. Parliamentary broadcast material

1. You agree not to use Parliamentary broadcast material for:
 2. Political party advertising or election campaigning;
 3. Satire or ridicule;
 4. Commercial sponsorship or commercial advertising;
2. You acknowledge that the Parliamentary broadcasts are continuous and while in the complete and unaltered state, are protected by parliamentary privilege.

3. You agree that the Commonwealth Parliament is not liable for any loss or damage arising from use of the Parliamentary broadcasting material or from delays or interruptions to the Parliamentary broadcast material.

4. Your TransTV premium channels are provided to you by TransACT Broadcasting Pty Ltd, ABN 14 096 846 776 and TransACT Capital Communications Pty Ltd, ABN 23 093 966 888. TransACT may from time-to-time vary the channels that make up TransTV or stop providing you with a channel or channels without notice. TransACT is not liable for any loss or disappointment you may suffer as a result of these actions. The channels provided to you are for private use and you must not duplicate, retransmit, redistribute or otherwise deal with these channels. You must not use any channel in a public viewing area.

5. The channels are provided to you by TransACT Broadcasting Pty Ltd, ABN 14 096 846 776. TransACT Broadcasting Pty Ltd provides the channels to you on the terms and conditions contained in this service application, as amended from time to time, as if references in this form to TransACT Capital Communications Pty Ltd, ABN 23 093 966 888 were, in so far as they are applicable to the delivery of a service such as the channels, references to TransACT Broadcasting Pty Ltd.

Schedule 4 – Free On Net Local Calls

Local calls to other TransTALK and TransBIZ customers by TransTALK Premium, TransTALK AllTime and TransBIZ 1/2/10/20/30 customers are provided free of charge. This includes Local Calls to customers with the following TransACT products:

1. TransTALK Premium
2. TransTALK Standard
3. TransTALK AllTime
4. TransTALK Flex
5. TransBIZ Flex
6. TransBIZ Flex Fax
7. TransBIZ Flex ISDN 2
8. TransTALK Flex Limited
9. TransBIZ Limited
10. TransBIZ Flex ISDN 2 Limited
11. TransBIZ 1
12. TransBIZ 2
13. TransBIZ 10, 20,30.

The following Local Calls made by TransTALK Premium, TransTALK AllTime and TransBIZ 1/2/10/20/30 customers are excluded and will be charged at the local call rate in Schedule 5 – Charges.

1. Calls to any TransSELECT customer including TransSELECT, TransSELECT Gold and commercial TransSELECT products; and

2. Calls to any TransGov customers.

Customers on the TransTALK Standard product do not receive any free local calls.

Customers on TransSELECT products including TransSELECT, TransSELECT Gold and commercial TransSELECT products are invoiced for local calls by the carrier providing their local calls.

Schedule 4A – National ADSL & Voice Service terms and conditions

The following terms constitute the “Acceptable Use Policy” (**AUP**) for the Internet component of National ADSL & Voice Services. The terms applicable to the telephony component of such services are contained in the “Standard Form of Agreement (ACT/NSW) - TransTALK Flex (LCS)” SFOA.

1. General

- 1.1. End users must use the service in a responsible manner, taking into account the effects their use of the service may have on other end users or the general public.
- 1.2. The end user remains responsible for the security, protection and safeguard of all logins, user IDs, passwords and all other access codes used to access the service.
- 1.3. End users must not use another person's name, username, password or otherwise impersonate another user.
- 1.4. End users must not use the service, or allow anyone else to use the service:
 - a. for any unlawful, illegal, malicious or improper purpose;
 - b. to knowingly transmit a computer virus or other malicious computer program;
 - c. in any way which interferes with the availability for other users or otherwise interferes in the proper operation of the service;
 - d. to access or damage another's computer system without permission;
 - e. to infringe other's intellectual property rights;
 - f. to disclose private or confidential information of another;
 - g. to store, publish, display, distribute or post material that is obscene, offensive, defamatory, abusive or that violates any law or regulation;
 - h. to enable a minor to access material inappropriate for a minor;
 - i. to harass or menace any person;
 - j. to conduct or promote a business that is illegal;
 - k. to breach any laws or infringe any third party's rights (including without limitation, copyright) or to breach any standards, content requirements or codes promulgated by any relevant authority or industry body; or
 - l. to attempt to do any of the foregoing.
- 1.5. The end user must not pass-off or represent that it is an employee, agent, representative or is otherwise associated with TransACT or TransACT's suppliers or carriers other than to the extent that TransACT provides the service in accordance with this agreement to the end user.
- 1.6. End users must not resell the service or content provided via the service.
- 1.7. While using the service, an end user must not impersonate another person.

2. Email services

2.1. In relation to email, end users must not use the service to:

- a. harass, menace, upset, annoy or inconvenience any person;
- b. send bulk unsolicited email to others;
- c. send email that hides or obscures the source of the email the end user sends, that contains invalid or forged headers or domain names or deceptive addressing;
- d. receive responses from bulk unsolicited email where the original was distributed by the end user, even if not via the service;
- e. relay email using a third party's mail server without their express permission;
- f. collect or harvest screen names or email addresses of others for the purpose of sending unsolicited emails or for exchange;
- g. send large or numerous emails with the purpose of disrupting another's computer or account;
- h. send email that may damage or affect the performance of the email recipient's computer; or
- i. persistently send email without reasonable cause or for the purpose of causing annoyance, inconvenience or needless anxiety to any person.

2.2. What constitutes appropriate use of email services will be determined by TransACT at its sole discretion.

3. End user responsibilities

3.1. Each end user is responsible at their own cost for:

- a. obtaining, setting-up and configuring all computer and other hardware and software required in order to be able to use the service;
- b. all information, documents and materials which the end user retrieves, downloads, transmits, uploads or stores by means of the service, including the cost of purchasing or purchasing the right to use any intellectual property; and
- c. taking all measures necessary to protect the security of its computer and other hardware and software and all information, documents and materials stored using that hardware and software or transmitted using the service, including keeping their user ID and password confidential, changing their password regularly and using firewall, encryption and other software and hardware to prevent access or damage.

3.2. The end user accepts responsibility for any use or misuse of the end user's account by another party, whether the end user is aware or unaware of this use.

3.3. End users accept that the internet is generally not a secure technology and that it is possible for other people to obtain access to information, documents and materials transmitted over the internet.

4. Monitoring and controls

4.1. The service provider may in addition to any other rights it may have and without incurring any liability to the end user:

- a. monitor or investigate an end user's account and the end user's usage of the service to confirm compliance with the requirements of the agreement or investigate possible incidents of hacking, breaches of security or unauthorised access; and

- b. suspend or terminate the provision of service to an end user if the service provider determines that the end user has not complied with the requirements of the agreement.

5. TransACT Service availability

- 5.1. The Service is only available in locations which are ADSL enabled and are outside the TransACT cable footprint. Not all premises may be able to be connected and customer applications are subject to technical approval. Some premises may be in areas only serviced by ADSL1 infrastructure.

6. Installation

- 6.1. We will activate the service by preparing the telephone circuits on the ADSL Phone Line and will notify you of the ADSL Line Completion via SMS to the mobile number provided on your application or any other alternative arrangement which maybe agreed upon at the point of sale.
- 6.2. If you have purchased a modem through TransACT, we will deliver the modem and or other equipment within a reasonable time after the ADSL line has been made active.
- 6.3. You acknowledge that we may activate the service on your ADSL phone line before delivering the hardware or equipment and that there may be a minor disruption to your standard telephone service during installation and activation of the Service.

7. Monitoring your Usage

- 7.1. An online usage monitoring application is provided at our web page to allow you to view your usage for the current billing month

8. Monthly Usage Allowance

- 8.1. Each ADSL plan provides a monthly usage allowance that represents the maximum usage that can be used during a billing month. If your Usage exceeds the Monthly usage allowance for any given billing month, then your access to the Service will be shaped.
- 8.2. Usage is reset to zero each month, commencing on the date you are initially billed for the Service ("Billing Month"). Your amount of data Usage (measured in Megabytes) applies to downstream only.
- 8.3. In the event, the usage has been exceeded during a billing month the Service will remain shaped until the commencement of the next billing month. Any unused Monthly Usage Allowance in any Billing month cannot be rolled over into subsequent Billing Months.

Schedule 5 – Residential charges (All charges are GST inclusive)

1. Products – current	
Packages available in TransACT cabled areas	
Home Pack 1000	<ul style="list-style-type: none"> • \$74.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime, TransWEB 1Mbps/128kbps and TransTV Essentials package line-up. • Customers must preselect TransACT for their long distance calls at all times. • 12- or 24-month contract applies. • This package is only available to customers in TransACT cabled-areas.
Home Pack Zoom	<ul style="list-style-type: none"> • \$84.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime, TransWEB 2Mbps/256kbps and TransTV Essentials package line-up. • Customers must preselect TransACT for their long distance calls at all times. • 12- or 24-month contract applies. • This package is only available to customers in TransACT cabled-areas.
Home Pack Rapid	<ul style="list-style-type: none"> • \$94.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime, TransWEB 8Mbps/450kbps and TransTV Essentials package line-up. • Customers must preselect TransACT for their long distance calls at all times. • 12- or 24-month contract applies. • This package is only available to customers in TransACT cabled-areas.
TalkTV AllTime	<ul style="list-style-type: none"> • \$69.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime and TransTV Essentials package line-up. • Customers must preselect TransACT for their long distance calls at all times. • 12- or 24-month contract applies. • This package is only available to customers in TransACT cabled-areas.
TalkWEB Zoom	<ul style="list-style-type: none"> • \$59.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime and TransWEB 2Mbps/256kbps. • Customers must preselect TransACT for their long distance calls at all times. • 12- or 24-month contract applies. • Six-month contract available to pre-cabled medium density units.
TalkWEB Rapid	<ul style="list-style-type: none"> • \$69.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime and TransWEB 8Mbps/450kbps. • Customers must preselect TransACT for their long distance calls at all times. • 12- or 24-month contract applies. • Six-month contract available to pre-cabled medium density units.



Packages available in VDSL2 enabled areas.

Not available to premises situated in TransACT-cabled, FTTP, and ADSL2+ areas.

<p>Home Pack 1000</p>	<ul style="list-style-type: none"> • \$84.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime, TransWEB 1Mbps/128kbps and TransTV Essentials package line-up with TransTV eHub set-top box. • Customers must preselect TransACT for their long distance calls at all times. • 6-, 12- or 24-month contract applies. <p>This package is only available to customers in VDSL2 enabled areas.</p>
<p>Home Pack Zoom</p>	<ul style="list-style-type: none"> • \$94.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime, TransWEB 2Mbps/256kbps and TransTV Essentials package line-up with TransTV eHub set-top box. • Customers must preselect TransACT for their long distance calls at all times. • 6-, 12- or 24-month contract applies. • This package is only available to customers in VDSL2 enabled areas.
<p>Home Pack Rapid</p>	<ul style="list-style-type: none"> • \$104.95/month • UNFT included in the monthly price as of July 9 2009 • Includes TransTALK AllTime, TransWEB 10Mbps/2Mbps and TransTV Essentials package line-up with TransTV eHub set-top box. • Customers must preselect TransACT for their long distance calls at all times. • 6-, 12- or 24-month contract applies. • This package is only available to customers in VDSL2 enabled areas.
<p>Home Pack 30M</p>	<ul style="list-style-type: none"> • \$129.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime, TransWEB 30Mbps/10Mbps and TransTV Essentials package line-up with TransTV eHub set-top box. • Customers must preselect TransACT for their long distance calls at all times. • 6-, 12- or 24-month contract applies. • This package is only available to customers in VDSL2 enabled areas.
<p>TalkTV AllTime</p>	<ul style="list-style-type: none"> • \$79.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime and TransTV Essentials package line-up with TransTV eHub set-top box. • Customers must preselect TransACT for their long distance calls at all times. • 6-, 12- or 24-month contract applies. • This package is only available to customers in VDSL2 enabled areas.
<p>TransTALK AllTime</p>	<ul style="list-style-type: none"> • \$33.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes Call Forwarding, Call Waiting, Three-Way Calling and Caller Number Display features. • Customers must preselect TransACT for their long distance calls at all times. • 6-, 12 or 24-month contract applies. • This package is only available to customers in VDSL2 enabled areas.
<p>TalkWEB Zoom</p>	<ul style="list-style-type: none"> • \$59.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime and TransWEB 2Mbps/256kbps. • Customers must preselect TransACT for their long distance calls at all times. • 6-, 12- or 24-month contract applies. • Six-month contract available to pre-cabled medium density units. • This package is only available to customers in VDSL2 enabled areas.



<p>TalkWEB Rapid</p>	<ul style="list-style-type: none"> • \$69.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime and TransWEB 10Mbps/2Mbps. • Customers must preselect TransACT for their long distance calls at all times. • 6-, 12- or 24-month contract applies. • This package is only available to customers in VDSL2 enabled areas.
<p>TalkWEB 30M</p>	<ul style="list-style-type: none"> • \$99.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime and TransWEB 30Mbps/10Mbps. • Customers must preselect TransACT for their long distance calls at all times. • 6-, 12- or 24-month contract applies. • This package is only available to customers in VDSL2 enabled areas.
<p>Packages available in ADSL2+ enabled areas on TransACT's network. Not available to premises situated in TransACT-cabled, FTTP, and VDSL2 areas.</p>	
<p>TalkWEB Slick</p>	<ul style="list-style-type: none"> • \$49.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime and TransWEB 400kbps/64kbps • Customers must preselect TransACT for their long distance calls at all times • 12 or 24 month contract applies • Six-month contract available to pre-cabled medium density units.
<p>TalkWEB Zoom</p>	<ul style="list-style-type: none"> • \$59.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime and TransWEB 2Mbps/256kbps • Customers must preselect TransACT for their long distance calls at all times • 12 or 24 month contract applies • Six-month contract available to pre-cabled medium density units.
<p>TalkWEB Supersonic</p>	<ul style="list-style-type: none"> • \$69.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime and TransWEB up to 20Mbps/1 Mbps • Customers must preselect TransACT for their long distance calls at all times • 12 or 24 month contract applies • Six-month contract available to pre-cabled medium density units. • This package is only available to customers in ADSL2+ areas.
<p>Packages available in Fibre-to-the Premise (FTTP) areas.</p>	
<p>FTTP Phone & Broadband 1 (12/1)</p>	<ul style="list-style-type: none"> • \$39.90/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime and TransWEB 12Mbps/1Mbps • Customers must preselect TransACT for their long distance calls at all times • 12 or 24 month contract applies
<p>FTTP Phone & Broadband 2 (25/5)</p>	<ul style="list-style-type: none"> • \$54.90/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime and TransWEB 25Mbps/5Mbps Customers must preselect TransACT for their long distance calls at all times • 12 or 24 month contract applies
<p>FTTP Phone & Broadband 3 (100/40)</p>	<ul style="list-style-type: none"> • \$59.90/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime and TransWEB 100Mbps/40Mbps Customers must preselect TransACT for their long distance calls at all times • 12 or 24 month contract applies



FTTP TalkTV	<ul style="list-style-type: none"> • \$79.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime and TransTV Essentials package line-up. • Includes retransmission of free-to-air digital television signal via RF Overlay. • Customers must preselect TransACT for their long distance calls at all times • 12 or 24 month contract applies
FTTP Pay TV	<ul style="list-style-type: none"> • \$30/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTV Essentials package line-up. • Includes retransmission of free-to-air digital television signal via RF Overlay. • 12 or 24 month contract applies
Forde TransTALK AllTime	<ul style="list-style-type: none"> • \$33.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes Call Forwarding, Call Waiting, Three-Way Calling and Caller Number Display features. • Includes retransmission of free-to-air digital television signal via RF Overlay. • Customers must preselect TransACT for their long distance calls at all times. • 12 or 24-month contract applies. • This package is only available to premises in Forde.
Franklin TransTALK AllTime	<ul style="list-style-type: none"> • \$33.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes Call Forwarding, Call Waiting, Three-Way Calling and Caller Number Display features. • Includes retransmission of free-to-air digital television signal via RF Overlay. • Customers must preselect TransACT for their long distance calls at all times. • 12 or 24-month contract applies. • This package is only available to premises in Franklin Bridgewater Stages 2 and 3.
National ADSL & Voice Service pricing Only available outside TransACT's network footprint	
Plan inclusions	<ul style="list-style-type: none"> • An ADSL broadband Plan. • Five email addresses, each with 20MB storage and an anti-spam and anti-virus email filtering service. • Optional usage alert sent to you via SMS when you reach 70% of your monthly download limit. • Free helpdesk support during business hours.
Contract Period and setup cost	<ul style="list-style-type: none"> • 24 Month contract Only • \$40 connection fee for the ADSL component applies • \$59 - \$299 if a new phone connection is required • \$0 if an active phone is already in place
Residential Phone & Broadband 10GB	<ul style="list-style-type: none"> • \$70.00/month • Price includes standard phone & ADSL2 broadband services • Minimum of 24-month contract applies • This package is only available to customers outside TransACT cabled areas
Residential Phone & Broadband 50GB	<ul style="list-style-type: none"> • \$80.00/month • Price includes standard phone & ADSL2 broadband services • Minimum of 24-month contract applies • This package is only available to customers outside TransACT cabled areas
Residential Phone & Broadband 100GB	<ul style="list-style-type: none"> • \$90.00/month • Price includes standard phone & ADSL2 broadband services • Minimum of 24-month contract applies • This package is only available to customers outside TransACT cabled areas



Residential Phone & Broadband 250GB	<ul style="list-style-type: none"> • \$120.00/month • Price includes standard phone & ADSL2 broadband services • Minimum of 24-month contract applies • This package is only available to customers outside TransACT cabled areas
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The following call rates apply for the residential phone & broadband packages	
Local Call Rates	<ul style="list-style-type: none"> • 22 cents per call • Free On Net Calls
National Calls	<ul style="list-style-type: none"> • 18 cents per minute plus a 39-cent connection fee. • Call costs capped at \$1.75 for up to a one hour call and \$2.50 for up to a 2 hour call. Normal rates apply up until each capped amount is reached and after the second hour. Cap includes the 39-cent connection fee. • Capped calls are available 24 hours, everyday. • Calls exclude calls to mobile phones, special services (for example 190 and 13 numbers), operator assisted services, telecard calls, data calls and calls made to the Christmas Islands, Norfolk Island or the Cocos Islands. • Calls are billed at 1-second increments, 1-second minimum with a 39-cent connection fee.
Calls to Mobile	<ul style="list-style-type: none"> • 37 cents per minute • Calls are billed at 1-second increments, 1-second minimum with a 39-cent connection fee.
International Calls	<ul style="list-style-type: none"> • International Call Rates
Calls to Satellite Services	<ul style="list-style-type: none"> • Satellite Services Call Rates
Terms and conditions	<ul style="list-style-type: none"> • A minimum package of voice and broadband applies. A stand alone broadband service is not available. • No Peak and Off-Peak periods apply. Flat metering applies • ADSL services may not be available in all areas. • Downloads and uploads are counted towards ADSL Usage quotas. • After the download limit is reached, connection speed is slowed to 72Kbps/72Kbps for the remainder of the Download Measurement Period • Unused usage quotas are forfeited and cannot be rolled over into the following period.



Phone service, TransTALK AllTime

Only available to premises situated in cable, Fibre-to-the-Home, VDSL2 and ADSL2+ areas

Monthly phone line rental	<ul style="list-style-type: none"> • \$33.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes Call Forwarding, Call Waiting, Three-Way Calling and Caller Number Display features. • Customers must preselect TransACT for their long distance calls at all times. • 12or 24-month contract applies. • Note – this phone plan is only available as a stand-alone product for Medium Density Units in TransACT-cabled areas.
Local call rates	<ul style="list-style-type: none"> • Free to other TransTALK and TransBIZ customers. • All other local calls 20 cents per call. • 24.2 cents for calls to 13XX numbers. • 1900 numbers charged by other carriers at a variable rate.
National call rates	<ul style="list-style-type: none"> • 18 cents per minute plus 39-cent connection fee. • \$1.75 for the first hour • \$2.50 for the first two hours • 39-cent connection fee included in 1 and 2 hour call caps
Calls to mobiles	<ul style="list-style-type: none"> • 37 cents per minute plus 39-cent connection fee.
International call rates	<ul style="list-style-type: none"> • Calls to international destinations
Calls to satellite services	<ul style="list-style-type: none"> • Calls to satellite services

Phone service, TransTALK Cap

Only available as part of the TalkWEB Cap \$49 products in ADSL2+ areas

Monthly phone line rental	<ul style="list-style-type: none"> • Included as part of the TalkWEB \$49 package • UNFT included in monthly price • Includes Call Forwarding, Call Waiting, Three-Way Calling and Caller Number Display features. • Customers must preselect TransACT for their long distance calls at all times. • 12or 24-month contract applies. • Only available in ADSL areas
Local call rates	<ul style="list-style-type: none"> • Free to other TransTALK and TransBIZ customers. • All other local calls 30 cents per call. • 30 cents for calls to 13XX numbers. • 1900 numbers charged by other carriers at a variable rate.
National call rates	<ul style="list-style-type: none"> • 75 cents per minute plus 39-cent connection fee.
Calls to mobiles	<ul style="list-style-type: none"> • Free to TransMOBILE customers. • All other local calls 75 cents per minute plus 39-cent connection fee
International call rates	<ul style="list-style-type: none"> • Calls to international destinations
Calls to satellite services	<ul style="list-style-type: none"> • Calls to satellite services



Phone service, TransTALK Flex	
TransTALK Flex	<ul style="list-style-type: none"> Refer to TransTALK Flex Standard Form of Agreement
Other phone features	
Allocation of 6161 TransACT phone numbers	<ul style="list-style-type: none"> Normal/bronze – no charge Silver – \$75.00 Gold – \$1,500.00 Platinum – \$7,500.00 Please call 13 30 61 for details.
Call barring	<ul style="list-style-type: none"> \$3.00/month Available to TransTALK Premium, TransTALK AllTime and TransBIZ customers.
Silent number	<ul style="list-style-type: none"> \$3.00/month Available to TransTALK Premium, TransTALK AllTime and TransBIZ customers.
Virtual diversion	<ul style="list-style-type: none"> \$12.00/month plus call charges (if any)
TalkNUMBERS	<ul style="list-style-type: none"> \$5.50/month per additional number (up to three numbers) Available to TransTALK AllTime, TransTALK Premium and TransBIZ 1 customers.
FaxNUMBER	<ul style="list-style-type: none"> \$5.50/month (one number only) Available to TransTALK AllTime, TransTALK Premium and TransBIZ 1 customers.
TalkMAIL	<ul style="list-style-type: none"> \$5.50/month Available to TransTALK AllTime, TransTALK Premium and TransBIZ 1 customers.
Reserving a TransACT number	<ul style="list-style-type: none"> \$20.00/month

2. Connection charges – current

Connection charges for TransACT cabled areas

Standard connection where no previous connection is in place or connection is inactive – 12 month contract	<ul style="list-style-type: none"> \$299.00 For residences with no previous connection at all and residences with an inactive connection. A standard connection consists of an overhead cable from the pole to the house and one or two outlets depending on services selected, unless such outlets already exist at the installation address. If you require additional outlets, your installation contractor will provide you with a quote on the day of installation. 12-month contract period applies. The connection charge is included on the first invoice.
Standard connection where no previous connection is in place or connection is inactive – 24 month contract	<ul style="list-style-type: none"> \$199.00 For residences with no previous connection at all and residences with an inactive connection. A standard connection consists of an overhead cable from the pole to the house and one or two outlets depending on services selected, unless such outlets already exist at the installation address. If you require additional outlets, your installation contractor will provide you with a quote on the day of installation. 24-month contract period applies. The connection charge is included on the first invoice.



<p>Standard connection where an active connection is already in place</p>	<ul style="list-style-type: none"> • Where a new customer activates TransACT services in a residence with an active connection • A standard connection consists of an overhead cable from the pole to the house and one or two outlets depending on services selected, unless such outlets already exist at the installation address. If you require additional outlets, your installation contractor will provide you with a quote on the day of installation. • \$55.00 account establishment fee • Where the customer requires the same or less services that the house is cabled for. • 12-month or 24-month contract period applies. • The account establishment fee is included on the first invoice. • If a customer requires more services than the house is currently cabled for: • \$299.00 standard connection fee applies for 12 month contract • \$199.00 standard connection fee applies for 24-month contract • The standard connection fee is included on the first invoice.
<p>Non-standard connection</p>	<ul style="list-style-type: none"> • Quotation required – price on application • A non-standard connection consists of an underground connection from the pole to the house and one or two outlets depending on services selected. • Connection price and contract terms are negotiated with TransACT prior to installation. • Site inspection required.
<p>Medium density units standard connection (pre-cabled for TransACT)</p>	<ul style="list-style-type: none"> • \$399.00 administration fee • Six-month contract applies. • \$55.00 administration fee • 12-month contract applies. • Free with a 24-month contract.
<p>Connection charges for VDSL areas</p>	
<p>Medium density units standard connection (pre-cabled for TransACT)</p>	<ul style="list-style-type: none"> • \$399.00 administration fee • Six-month contract applies. • \$55.00 administration fee • 12-month contract applies. • Free with a 24-month contract.
<p>Connection charges for ADSL2+ enabled areas</p>	
<p>Standard connection 12-month contract</p>	<ul style="list-style-type: none"> • \$199.00 • The connection charge is included on the first invoice.
<p>Standard connection 24-month contract</p>	<ul style="list-style-type: none"> • \$149.00 • The connection charge is included on the first invoice.
<p>Self Install Option Fees</p>	<ul style="list-style-type: none"> • \$55.00 Connection Fee on a 12-month Contract (includes delivery of modem) • \$0.00 Connection Fee on a 24-month Contract (includes delivery of modem) • \$100.00 modem (Ethernet Router) • Free modem on a 24-month Contract • The connection and modem charge is included on the first invoice.
<p>Account establishment charge</p>	<ul style="list-style-type: none"> • \$55.00 • Where TransACT waives any standard connection fees a \$55.00 account establishment charge will apply. • The account establishment charge is included on the first invoice.

Connection charges for Fibre-to-the-Home (FTTP)	
Standard connection 12-month contract	<ul style="list-style-type: none"> • \$299.00 • The connection charge is included on the first invoice.
Standard connection 24-month contract	<ul style="list-style-type: none"> • \$199.00 • The connection charge is included on the first invoice.
Non-standard connection	<ul style="list-style-type: none"> • Quotation required – price on application • A non-standard connection consists of an underground connection from the pole to the house and one or two outlets depending on services selected. • Connection price and contract terms are negotiated with TransACT prior to installation. • Site inspection required.
Connection charges for National ADSL * Voice services	
Standard connection 24-month contract	<ul style="list-style-type: none"> • \$40.00 • The connection charge is included on the first invoice.
Other connection charges for cabled areas, VDSL2 areas, ADSL2+ enabled areas and Fibre-to-the-Home (FTTP)	
Cancelling or rescheduling an installation appointment with less than 24 hours notice – TransACT cabled areas and FTTP areas	<ul style="list-style-type: none"> • \$55.00 administration fee • \$55.00 administration fee applies if a scheduled installation appointment is cancelled or rescheduled with less than 24 hours notice.
Cancelling or rescheduling an installation appointment with less than 24 hours notice – ADSL2+ enabled areas	<ul style="list-style-type: none"> • \$200.00 administration fee • \$200.00 administration fee applies if a scheduled installation appointment is cancelled or rescheduled with less than 24 hours notice.
Additional outlets	<ul style="list-style-type: none"> • A quotation for additional outlets can be provided at the time of installation.
Additional outlets – medium density units	<ul style="list-style-type: none"> • Quotation can be provided during installation.
Additional work required at time of install	<ul style="list-style-type: none"> • Quotation required • Including roof lifting, tree trimming, risers and other additional work required at time of install.

3. Billing-related charges – current	
Cheque dishonour fee	<ul style="list-style-type: none"> • \$25.00
Direct debit rejection fee	<ul style="list-style-type: none"> • \$8.00
Late payment fee	<ul style="list-style-type: none"> • \$5.50 (or \$11 effective from 28 January 2012) applies after a courtesy note for payment has been sent.
Reconnection after non-payment of account	<ul style="list-style-type: none"> • \$55.00 administration fee – if site visit is not required. • Service call-out fee applies if site visit is required.
Paper bill fee	<ul style="list-style-type: none"> • \$1.49 per bill sent



4. Equipment – current

Set-top box

Motorola set-top box	<ul style="list-style-type: none"> • \$1,749.00 if lost or stolen. • Includes cost for a replacement set-top box and service call-out fee for provisioning the new set-top box. • \$1,749.00 if not returned after cancellation of services. • Includes service call-out fee. • Cost for repairing or replacing plus service call-out fee if damaged.
I3 set-top box	<ul style="list-style-type: none"> • \$550.00 if lost or stolen. • Includes cost for a replacement set-top box and service call-out fee for provisioning the new set-top box. • \$550.00 if not returned after cancellation of services. • Includes service call-out fee. • Cost for repairing or replacing plus service call-out fee if damaged.
eHub set-top box	<ul style="list-style-type: none"> • \$400.00 if lost or stolen. • Includes cost for a replacement set-top box and service call-out fee for provisioning the new set-top box. • \$400.00 if not returned after cancellation of services. • Includes service call-out fee. • Cost for repairing or replacing plus service call-out fee if damaged.

Modem

Flx Stream modem	<ul style="list-style-type: none"> • \$997.88 if lost or stolen. • Includes cost for a replacement modem and service call-out fee for provisioning the new modem. • \$997.88 if not returned after cancellation of services. • Includes service call-out fee. • Cost for repairing or replacing plus service call-out fee if damaged.
ISG modem	<ul style="list-style-type: none"> • \$715.00 if lost or stolen. • Includes cost for a replacement modem and service call-out fee for provisioning the new modem. • \$715.00 if not returned after cancellation of services. • Includes service call-out fee. • Cost for repairing or replacing plus service call-out fee if damaged.
VDSL2 Modem (Ethernet Router)	<ul style="list-style-type: none"> • \$250.00 if lost or stolen. • Includes cost for a replacement modem and service call-out fee for provisioning the new modem. • \$250.00 if not returned after cancellation of services. • Includes service-call-out fee. • Cost for repairing or replacing plus service call-out fee if damaged.
Netcomm NB6	<ul style="list-style-type: none"> • \$100.00
Netcomm NB6Plus4	<ul style="list-style-type: none"> • \$115.00



Netcomm NB6Plus4W	<ul style="list-style-type: none"> • \$130.00
Other charges	
Set-top box remote control	<ul style="list-style-type: none"> • \$55.00 if lost, stolen or broken. • Includes cost for a replacement set-top box remote control. • Customer to collect replacement remote control from TransACT.
Replacement of internal cables connecting the modem or set-top box to the wall socket	<ul style="list-style-type: none"> • Service call-out charge applies.
Replacement of wall sockets or plugs attached to TransACT internal cabling	<ul style="list-style-type: none"> • Service call-out charge applies.

5. Callout charges – current

Service call-out	<ul style="list-style-type: none"> • No charge if due to TransACT network or equipment failure. • Minimum \$105.00 call-out fee applies for the first 30 minutes plus \$45.00 per 15 minutes thereafter for non-TransACT faults.
Set-top box collection fee	<ul style="list-style-type: none"> • \$55.00

6. Internet service provider – current

Internet service provider	<ul style="list-style-type: none"> • Please contact your ISP for fees and charges. • Visit http://www.transact.com.au/internet or call 13 30 61 for a list of ISPs available on the TransACT network.
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7. Changes to services

Cancellation of services in TransACT-cabled areas, VDSL2 areas and Fibre-to-the-Home (FTTP)

Cancellation of services within contract period (standard installation)	<ul style="list-style-type: none"> • \$200.00 plus remainder of installation fees from instalment plan (if applicable) • For any reason including moving house to an ADL enabled area or non-cabled area. • Fee will be payable regardless of whether a connection fee was charged or not.
Cancellation of services within a two-year contract period (non-standard installation)	<ul style="list-style-type: none"> • \$300.00 for cancellations within the first year. • \$200.00 for cancellations within the second year.
Cancellation of services within a three-year contract period (non-standard installation)	<ul style="list-style-type: none"> • \$500.00 for cancellations within the first year. • \$300.00 for cancellations within the second year. • \$200.00 for cancellations within the third year.
Cancellation of HomeMOBILE Cap packages within 12 month contract period	<ul style="list-style-type: none"> • \$300.00 • Cancellation fee will be waived if the equivalent number of services are taken up from TransACT's current suite of contracted mobile and fixed line products.



Cancellation of HomeMOBILE Cap packages within a 24 month contract period	<ul style="list-style-type: none"> • \$400.00 within first 12 months • \$300.00 within second 12 month period • Cancellation fee will be waived if the equivalent number of services are taken up from TransACT's current suite of contracted mobile and fixed line products.
Cancellation of services in ADSL2+ enabled areas	
Cancellation of services within contract period (standard installation)	<ul style="list-style-type: none"> • \$200.00 plus remainder of installation fees from instalment plan (if applicable) • For any reason including moving house to a non-cabled area. • Fee will be payable regardless of whether a connection fee was charged or not.
Cancellation of HomeMOBILE Cap packages within 12 month contract period	<ul style="list-style-type: none"> • \$300.00 • Cancellation fee will be waived if the equivalent number of services are taken up from TransACT's current suite of contracted mobile and fixed line products.
Cancellation of HomeMOBILE Cap packages within a 24 month contract period	<ul style="list-style-type: none"> • \$400.00 • Cancellation fee will be waived if the equivalent number of services are taken up from TransACT's current suite of contracted mobile and fixed line products.
Cancellation after an installation appointment is made, but before installation takes place	<ul style="list-style-type: none"> • \$200.00 administration fee applies
Cancellation of National ADSL & Voice Services	
Cancellation of services within contract period (standard installation)	<ul style="list-style-type: none"> • \$200.00 plus remainder of installation fees from instalment plan (if applicable) • For any reason including moving house to a non-cabled area. • Fee will be payable regardless of whether a connection fee was charged or not.
Relocation of services	
Existing customer relocating to a TransACT serviced area (including National ADSL & Voice) and immediately signing up for TransACT services	<ul style="list-style-type: none"> • No cancellation fee applies • \$55.00 administration fee for 12-month contract • Free with a 24-month contract. • Non-standard installation fees may apply in the new location. • Note – for technical reasons, not all homes can be connected.
Delayed relocation	<ul style="list-style-type: none"> • That is where the customer is forced to move from property, resides in a temporary residence, and then moves to a home that can be connected to TransACT services. • A cancellation fee will be charged but if the customer signs a new contract within three months of cancelling, the cancellation fee charged will be credited to the customer's account on re-connection.
Cancellation of bundled services	
TransACT and ActewAGL bundle within the contract period	<ul style="list-style-type: none"> • \$50.00 bundle administration fee applies for cancellation of the TransACT component of the bundled services. • Note – \$200.00 cancellation fee may apply if TransACT services are cancelled within the contract period.
Transfer of services	
To another person at the same premise/install address	<ul style="list-style-type: none"> • \$55.00 administration fee plus outstanding instalment fees (if any) • The original account holder will incur this charge. • The new account holder is required to sign a new 12-month contract. • A release notification and signature from the original customer is required.



<p>To a family member at the same premises/install address</p>	<ul style="list-style-type: none"> • No administration fee. • The original account holder is liable for outstanding instalment fees (if any). • The new account holder is required to sign a new 12-month contract. • A release notification and signature from the original customer is required.
<p>To a spouse or partner due to deceased account holder at the same premises/install address</p>	<ul style="list-style-type: none"> • No administration fee. • • Transfer of service will remain within the existing contract term • • A death certificate of the deceased account holder is required
<p>Changes to existing packages</p> <ul style="list-style-type: none"> • Customers are required to sign a new contract when changing existing products or packages. • Applies to all TransACT products and services. 	
<p>Where additional hardware or wiring is required</p>	<p>Where the dollar value of the monthly access fee for the new contract is greater than or equal to the old, no administration fee is payable to effect the package change except where additional hardware is required. Additional hardware in the form of a modem or set-top box is required for upgrades from a TransTALK Flex phone or HomeMOBILE Cap service to a Home Pack, TalkTV or TalkWEB package, or from a TalkWEB package to a Home Pack, or vice versa providing that the value of the new contract is greater than or equal to the old.</p> <ul style="list-style-type: none"> • \$55.00 • With a 12 or 24-month contract. • For upgrades from a TransTALK Flex phone or HomeMOBILE Cap service to a Home Pack, TalkTV or TalkWEB package, or from a TalkWEB package to a Home Pack. • Only applies when there is an existing cabling or wiring available for the additional service(s). • \$299.00 • With a 12-month contract. • Only applies when there is no existing cabling or wiring available for the additional service(s). • For upgrades from a TransTALK Flex phone or HomeMOBILE Cap service to a Home Pack, TalkTV or TalkWEB package, or from a TalkWEB package to a Home Pack. • Additional costs will apply where extra cabling or wiring is required. A separate quotation will be provided. • \$199.00 • With a 24-month contract. • Only applies when there is no existing cabling or wiring available for the additional service(s). • For upgrades from a TransTALK phone service to a Home Pack, TalkTV or TalkWEB package, or from a TalkWEB package to a Home Pack. • Additional costs will apply where extra cabling or wiring is required. A separate quotation will be provided.
<p>Administration fee</p>	<p>A package change administration fee of \$55.00 applies when the dollar value of the monthly access fee for the new contract is less than the old.</p> <ul style="list-style-type: none"> • \$55.00 administration fee • With a 12-month contract • Free • With a new 24-month contract <p>Note - it is not possible to remove a phone service from a Home Pack.</p>

Changes to phone numbers	
Request to port an existing (Telstra) phone number to TransACT and removal of the TransACT phone number after installation has taken place	<ul style="list-style-type: none"> • \$55.00 administration fee.
Changes to an active phone number after installation	<p>A phone number change occurs when the customer requests a changeover from a Telstra number to a TransACT number or vice versa, or from one TransACT number to another TransACT number.</p> <ul style="list-style-type: none"> • \$55.00 administration fee applies per change unless the number chosen has any extra fee attached to it for being a Platinum, Gold or Silver number.
Services on hold	
Services put on hold for any period between three to six months	<ul style="list-style-type: none"> • \$55.00 administration fee plus 50 per cent of the normal monthly access fee for services. • Applies from the start of the suspension period. • This service is not available to customers in ADSL2+ enabled areas. • Request for services to be put on hold is not available for any period less than three months or greater than six months.

8. TransTV channels and additional TransTV services	
TransTV is only available to customers in TransACT cabled areas, VDSL2 areas and FTTP areas as part of a Home Pack or TalkTV package	
Movie Package	<ul style="list-style-type: none"> • \$15.95/month • Includes Movie ONE, Movie TWO, Movie EXTRA and Movie GREATS. Movie TWO is a time-shifted version of Movie ONE • Twelve-month contract applies
Discovery package	<ul style="list-style-type: none"> • \$7.95/month • Includes Animal Planet, Discovery Home and Health, Discovery Turbo, Discovery Science and Discovery Travel and Living. • Six-month contract applies.
Director's Choice – Australian Christian Channel	<ul style="list-style-type: none"> • \$1.95/month • Australian Christian Channel • Six -month contract applies.
Director's Choice – ERTworld	<ul style="list-style-type: none"> • \$5.95/month • ERTworld • Six -month contract applies.
Director's Choice – CCTV4	<ul style="list-style-type: none"> • \$1.95/month • CCTV4 • Six -month contract applies.
Director's Choice – euronews (Italian)	<ul style="list-style-type: none"> • \$1.95/month • euronews Italian • Six -month contract applies.
Director's Choice – euronews (Spanish)	<ul style="list-style-type: none"> • \$1.95/month • euronews Spanish • Six -month contract applies.



Director's Choice – EWTN	<ul style="list-style-type: none"> • \$1.95/month • EWTN (Eternal Word Television Network) • Six -month contract applies.
Director's Choice – RTPi	<ul style="list-style-type: none"> • \$5.95/month • RTPi (Portuguese) • Six -month contract applies.
Director's Choice – Setanta Sports	<ul style="list-style-type: none"> • \$14.95/month • Setanta Sports • Six -month contract applies.
Early cancellation fee of additional channels and channel packages	<ul style="list-style-type: none"> • \$15.00 administration fee • Applies if the remaining value on the contract is greater than \$5.00 and less than or equal to \$22.50. • \$30.00 administration fee • Applies if the remaining value on the contract is greater than \$22.50 and less than or equal to \$40.00. • \$50.00 administration fee • Applies if the remaining value on the contract is greater than \$40.00
Additional TransTV services (Not available in FTTP areas)	<ul style="list-style-type: none"> • \$79.95/month (for each additional TransTV service) • Includes existing subscription television channels and access to paid services. • 12-month contract applies. • Connection fee applies. • \$99.00 for a standard installation completed in conjunction with initial connection. • \$249.00 for a standard installation completed after initial connection.
TransTV Free 1-Month Discovery & Combo Package	
Free 1-Month Discovery & Combo Package	<ul style="list-style-type: none"> • \$19.95/month after 1 month trial period • Available to all customers who subscribe to TransTV after 5 November 2008 • Customers will be given the option to receive free 1-month of Discovery & Movie package from the date of service activation. • Customers who opt-in to the 1 month free will be given the option to cancel either package during the free trial month without incurring cancellation fee. • After the free trial period, normal contract periods apply. • 6-month contract applies to Discovery package after free trial period. • 12-month contract applies to Movie package after free trial period. • Early termination fees apply. • If either of the channel packages comprising the combo package are cancelled at any time, the individual package prices will apply.

9. Promotional Offers

"Rebate Offer"	<ul style="list-style-type: none"> • For customers offered a one-off promotional rebate at the point of sign-up, the following additional charges will apply: • Early Cancellation Fee – in addition to any other cancellation fees payable under this Agreement, you will also be charged a rebate cancellation fee, calculated using the following formula: • Rebate amount \times Number of months remaining in Contract Contact period \times period at the time of cancellation
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10. Obsolete Products

Packages available in Fibre-to-the Home (FTTH) areas. – from 9 November 2012 the following packages will not be sold.

<p>Forde Home Pack 10M introductory offer</p>	<ul style="list-style-type: none"> • \$105.00/month for the first six months • \$84.95/month after the first six months • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime, TransWEB 10Mbps/2Mbps and TransTV Essentials package line-up. • Includes retransmission of free-to-air digital television signal via RF Overlay. • Customers must preselect TransACT for their long distance calls at all times • 12 month contract applies • Reduced installation fee of \$180.30 is included in the package price for the first six months. • This package is only available to premises in Forde.
<p>Franklin Home Pack 10M introductory offer</p>	<ul style="list-style-type: none"> • \$105.00/month for the first six months • \$84.95/month after the first six months • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime, TransWEB 10Mbps/2Mbps and TransTV Essentials package line-up. • Includes retransmission of free-to-air digital television signal via RF Overlay. • Customers must preselect TransACT for their long distance calls at all times • 12 month contract applies • Reduced installation fee of \$180.30 is included in the package price for the first six months. • This package is only available to premises in Franklin Bridgewater Stages 2 and 3.
<p>FTTH Home Pack 10M</p>	<ul style="list-style-type: none"> • \$84.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime, TransWEB 10Mbps/2Mbps and TransTV Essentials package line-up. • Includes retransmission of free-to-air digital television signal via RF Overlay. • Customers must preselect TransACT for their long distance calls at all times • 12 or 24 month contract applies
<p>FTTH Home Pack 30M</p>	<ul style="list-style-type: none"> • \$129.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime, TransWEB 30Mbps/10Mbps and TransTV Essentials package line-up. • Includes retransmission of free-to-air digital television signal via RF Overlay. • Customers must preselect TransACT for their long distance calls at all times • 12 or 24 month contract applies
<p>FTTH Home Pack 100M</p>	<ul style="list-style-type: none"> • \$149.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime, TransWEB 100Mbps/20Mbps and TransTV Essentials package line-up. • Includes retransmission of free-to-air digital television signal via RF Overlay. • Customers must preselect TransACT for their long distance calls at all times • 12 or 24 month contract applies



FTTH TalkTV	<ul style="list-style-type: none">• \$79.95/month• UNFT is included in the monthly price as of July 9 2009• Includes TransTALK AllTime and TransTV Essentials package line-up.• Includes retransmission of free-to-air digital television signal via RF Overlay.• Customers must preselect TransACT for their long distance calls at all times• 12 or 24 month contract applies
FTTH TalkWEB 10M	<ul style="list-style-type: none">• \$59.95/month• UNFT is included in the monthly price as of July 9 2009• Includes TransTALK AllTime and TransWEB 10Mbps/2Mbps• Customers must preselect TransACT for their long distance calls at all times• 12 or 24 month contract applies
FTTH TalkWEB 30M	<ul style="list-style-type: none">• \$99.95/month• UNFT is included in the monthly price as of July 9 2009• Includes TransTALK AllTime and TransWEB 30Mbps/10Mbps• Customers must preselect TransACT for their long distance calls at all times• 12 or 24 month contract applies
FTTH TalkWEB 100M	<ul style="list-style-type: none">• \$119.95/month• UNFT is included in the monthly price as of July 9 2009• Includes TransTALK AllTime and TransWEB 100Mbps/20Mbps• Customers must preselect TransACT for their long distance calls at all times• 12 or 24 month contract applies



TransTV channels and additional TransTV services – from 4 September 2008 the following products will not be sold

- Any changes to the services below will require a transfer to one of the current services above.
- These packages cannot be relocated.

Family package	<ul style="list-style-type: none"> • \$17.95/month • Includes Al Jazeera English, Animal Planet, Boomerang, Channel News Asia, Discovery Home and Health, Discovery Real Time, Discovery Science, Discovery Travel and Living, E!, ESPN, EWTN, Fashion TV, MCM TOP and Nat Geo Adventure and National Geographic Channel. • Six-month contract applies.
Lifestyle package	<ul style="list-style-type: none"> • \$12.95/month • Includes Al Jazeera English, Animal Planet, Channel News Asia, Discovery Home and Health, Discovery Travel and Adventure, Discovery Travel and Living, ESPN, Fashion TV, MCM TOP, Nat Geo Adventure and National Geographic Channel. • Six-month contract applies.
Director's Choice – Al Jazeera English	<ul style="list-style-type: none"> • \$1.95/month • Al Jazeera English • Six -month contract applies.
Director's Choice – Boomerang	<ul style="list-style-type: none"> • \$1.95/month • Boomerang • Six -month contract applies.
Director's Choice – Channel News Asia	<ul style="list-style-type: none"> • \$1.95/month • Channel News Asia • Six -month contract applies.
Director's Choice – E!	<ul style="list-style-type: none"> • \$2.95/month • E! Entertainment • Six -month contract applies.
Director's Choice – ESPN	<ul style="list-style-type: none"> • \$2.95/month • ESPN • Six -month contract applies.
Director's Choice – Fashion TV	<ul style="list-style-type: none"> • \$1.95/month • Fashion TV • Six -month contract applies.
Director's Choice – Nat Geo Adventure	<ul style="list-style-type: none"> • \$2.95/month • Nat Geo Adventure • Six -month contract applies.
Director's Choice - National Geographic	<ul style="list-style-type: none"> • \$2.95/month • National Geographic • Six -month contract applies.
Director's Choice – TV5	<ul style="list-style-type: none"> • \$1.95/month • TV5 (French) • Six -month contract applies.
Director's Choice – MCM TOP (discontinued 30/09/2011)	<ul style="list-style-type: none"> • \$1.95/month • MCM TOP • Six -month contract applies.



Phone, broadband and television packages – from 21 May 2007 the following packages will not be sold

- Any changes to the packages below will require a transfer to one of the current packages above.
- These packages cannot be relocated.

Home Pack 1500

- **\$72.95/month**
- **UNFT is included in the monthly price as of July 9 2009**
- Includes TransTALK AllTime, TransWEB 1.5Mbps/256kbps and TransTV Classic line-up.
- Customers must preselect TransACT for their long distance calls at all times.
- 12- or 24-month contract applies.
- This package is only available to customers in TransACT cabled areas.

Home Pack 2000

- **\$102.95/month**
- **UNFT is included in the monthly price as of July 9 2009**
- Includes TransTALK AllTime, TransWEB 12Mbps/512kbps and TransTV Classic line-up.
- Customers must preselect TransACT for their long distance calls at all times.
- 12- or 24-month contract applies.
- This package is only available to customers in TransACT cabled areas.

Phone and mobile packages – from 1 September 2012 the following packages will not be sold.

- Any changes to the packages below will require a transfer to one of the current packages above. These packages cannot be relocated.

HomeMOBILE Cap 69

- **\$69.00/month**
- **UNFT is included in the monthly price as of July 9 2009**
- Customers must preselect TransACT for their long distance calls at all times
- **\$100.00** worth of credit per month on TransTALK AllTime and TransMOBILE service combined
- TransTALK AllTime calls included in cap - Local/National/Calls to Mobile
- TransMOBILE calls included in cap – Voice Calls, Video Calls, and Text messages to Aust fixed/mobile services, Voicemail, MMS, GPRS
- For Mobile Call Rates refer to [TransMOBILE Standard Form of Agreement](#)
- 12 or 24 month contract applies
- Add on TransWEB 2Mbps/256kbps for \$20.00 per month(VDSL & ADSL2)
- Add on TransWEB 8Mbps/450Kbps for \$30.00 per month (VDSL)
- Add on TransWEB 20Mbps/1Mbps for \$30.00 per month (ADSL2)
- Add on TransWEB 60Mbps/15Mbps for \$30.00 per month (VDSL2)
- Add TransTV for \$27.00 per month (Cable) / \$37.00 per month (VDSL2)

HomeMOBILE Cap 89

- **\$89.00/month**
- **UNFT is included in the monthly price as of July 9 2009**
- Customers must preselect TransACT for their long distance calls at all times
- **\$150.00** worth of credit per month on TransTALK AllTime and TransMOBILE service combined
- TransTALK AllTime calls included in cap - Local/National/Calls to Mobile
- TransMOBILE calls included in cap – Voice Calls, Video Calls, and Text messages to Aust fixed/mobile services, Voicemail, MMS, GPRS
- For Mobile Call Rates refer to [TransMOBILE Standard Form of Agreement](#)
- 12 or 24 month contract applies
- Add on TransWEB 2Mbps/256kbps for \$20.00 per month(VDSL & ADSL2)
- Add on TransWEB 8Mbps/450Kbps for \$30.00 per month (VDSL)
- Add on TransWEB 20Mbps/1Mbps for \$30.00 per month (ADSL2)
- Add on TransWEB 60Mbps/15Mbps for \$30.00 per month (VDSL2)
- Add TransTV for \$27.00 per month (Cable) / \$37.00 per month (VDSL2)



<p>TalkWEB Cap \$49</p>	<ul style="list-style-type: none"> • \$49.00/month • UNFT included in monthly price • Includes TransTALK Cap and TransWEB product up to 20Mbps/1Mbps • \$49.00 of credit per month on TransTALK Cap service. • TransTALK Cap calls included in cap – Local/National/Calls to Mobile/Calls to 13xx • Customers must preselect TransACT for their long distance calls at all times <p>24 month contract applies</p>
<p>Phone and broadband packages – from 1 March 2007 the following packages will not be sold.</p> <ul style="list-style-type: none"> • Any changes to the packages below will require a transfer to one of the current packages above. • These packages cannot be relocated. 	
<p>TalkWEB 400</p>	<ul style="list-style-type: none"> • \$49.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime and TransWEB 400kbps/64kbps. • Customers must preselect TransACT for their long distance calls at all times. • 12- or 24-month contract applies. • This package is only available to customers in an ADSL2+ enabled area.
<p>TalkWEB 1000</p>	<ul style="list-style-type: none"> • \$59.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime and TransWEB 1Mbps/128kbps. • Customers must preselect TransACT for their long distance calls at all times. • 12- or 24-month contract applies. • Six-month contract available to pre-cabled medium density units. • This package is available in both TransACT cabled and ADSL2+ enabled areas.
<p>TalkWEB 1500</p>	<ul style="list-style-type: none"> • \$59.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK AllTime and TransWEB 1.5Mbps/256kbps. • Customers must preselect TransACT for their long distance calls at all times. • 12- or 24-month contract applies. • Six-month contract available to pre-cabled medium density units. • This package is available in both TransACT cabled and ADSL2+ enabled areas.
<p>TalkWEB 2000</p>	<ul style="list-style-type: none"> • \$92.95/month • UNFT is an additional included in the monthly price as of July 9 2009 • Includes TransTALK AllTime and TransWEB 2Mbps/512kbps. • Customers must preselect TransACT for their long distance calls at all times. • 12- or 24-month contract applies. • Six-month contract available to pre-cabled medium density units. • This package is available in both TransACT cabled and ADSL2+ enabled areas.
<p>Medium Density Unit packages – from 7 November 2005 the following packages will not be sold.</p> <ul style="list-style-type: none"> • Any changes to the packages below will require a transfer to one of the current packages above. • These packages cannot be relocated. 	
<p>TalkWEB 512 (For medium density units)</p>	<ul style="list-style-type: none"> • \$67.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes TransTALK Premium and TransWEB 512kbps/128kbps • Customers must preselect TransACT for their long distance calls at all times. • Six-month contract applies.
<p>TransTALK Premium monthly phone line rental (for medium density units)</p>	<ul style="list-style-type: none"> • \$33.95/month • UNFT is included in the monthly price as of July 9 2009 • Includes Call Forwarding, Call Waiting, Three-Way Calling and Caller Number Display Features. • Customers must preselect TransACT for their long distance calls at all times. • Six-month contract applies.



Phone, broadband and television packages – from 19 April 2005 the following packages will not be sold.

- Any changes to the packages below will require a transfer to one of the current packages above.
- These packages cannot be relocated.

TalkWEB 512

- **\$57.95/month**
- **UNFT is included in the monthly price as of July 9 2009**
- Includes TransTALK Premium and TransWEB 512kbps/128kbps.
- Customers must preselect TransACT for their long distance calls at all times.

TransTALK Premium – from 19 April 2005 this product will not be sold.

- Any changes to existing TransTALK Premium Services will require an upgrade to TransTALK AllTime.
- This service cannot be relocated.

TransTALK Premium

- **\$33.95/month**
- **UNFT is included in the monthly price as of July 9 2009**
- Includes Call Forwarding, Call Waiting, Three-Way Calling and Caller Number Display features Customers must preselect TransACT for their long distance calls at all times.
- 12-month minimum contract applies.

Local call rates

- Free to other TransTALK and TransBIZ customers.
- All other local calls 20 cents per call.
- 24.2 cents for calls to 13XX numbers.
- 1900 numbers charged by other carriers at a variable rates.

National call rates

- 18 cents per minute plus 39-cent connection fee.
- \$2.50 cap rate for two hours (includes 35 cent connection fee).

Calls to mobiles

- 37 cents per minute plus 39-cent connection fee.

International call rates

- [Calls to international destinations and international non-roaming mobiles.](#)

Calls to satellite services

- [Calls to satellite services](#)

Schedule 6 – Commercial charges (All charges are GST inclusive)

1. Phone services

TransBIZ 1 (PSTN analogue phone service)
Available in Cable, ADSL2+ and FTTP areas

Monthly phone line rental

- **\$34.95/month**
- **UNFT is included in the monthly price as of July 9 2009**
- Includes Call Forwarding, Call Waiting, Three-Way Calling and Caller Number Display features.
- Customers must preselect TransACT for their long distance calls at all times.
- Minimum of 12-month contract applies.

Local call rates

- Free to other TransTALK and TransBIZ customers.
- All other local calls 16 cents per call.
- 24 cents for calls to 13XX numbers.
- 1900 numbers charged by other carriers at a variable rate.

National call rates

- 12 cents per minute plus 10-cent connection fee.

Calls to mobiles

- 33 cents per minute plus 25-cent connection fee.

International call rates

- [Calls to international destinations](#)



Calls to satellite services	<ul style="list-style-type: none"> • Calls to satellite services
TransBIZ 2 (ISDN digital phone service)	
Monthly phone line rental	<ul style="list-style-type: none"> • \$57.80/month • UNFT is included in the monthly price as of July 9 2009 • Includes Call Forwarding, Call Waiting, Three-Way Calling and Caller Number Display features. • Customers must preselect TransACT for their long distance calls at all times. • Minimum of 12-month contract applies.
Local call rates	<ul style="list-style-type: none"> • Free to other TransTALK and TransBIZ customers. • All other local calls 16 cents per call. • 24 cents for calls to 13XX numbers. • 1900 numbers charged by other carriers at a variable rate.
Data call rates	<ul style="list-style-type: none"> • Local data call rate – 3.5 cents per minute plus 5-cent connection fee. • National data call rate – 15 cents per minute plus 10-cent connection fee.
National call rates	<ul style="list-style-type: none"> • 12 cents per minute plus 10-cent connection fee.
Calls to mobiles	<ul style="list-style-type: none"> • 33 cents per minute plus 25-cent connection fee.
International call rates	<ul style="list-style-type: none"> • Calls to international destinations
Calls to satellite services	<ul style="list-style-type: none"> • Calls to satellite services

TransBIZ 10/23/30 (ISDN digital phone service)	
Monthly phone line rental	<ul style="list-style-type: none"> • TransBIZ 10 – \$234.50/month • TransBIZ 20 – \$458.00/month • TransBIZ 30 – \$654.50/month • UNFT is included in the monthly price as of July 9 2009 • Includes Call Forwarding, Call Waiting, Three-Way Calling and Caller Number Display features. • Customers must preselect TransACT for their long distance calls at all times. • Minimum of 12-month contract applies.
Local call rates	<ul style="list-style-type: none"> • Free to other TransTALK and TransBIZ customers. • All other local calls 14 cents per call. • 24.2 cents for calls to 13XX numbers. • 1900 numbers charged by other carriers at a variable rate.
Data call rates	<ul style="list-style-type: none"> • Local data call rate – 3.5 cents per minute plus 5-cent connection fee. • National data call rate – 15 cents per minute plus 10-cent connection fee.
Calls to mobiles	<ul style="list-style-type: none"> • 27 cents per minute plus 18-cent connection fee.
International call rates	<ul style="list-style-type: none"> • Calls to international destinations
Calls to satellite services	<ul style="list-style-type: none"> • Calls to satellite services
Other phone features	



Allocation of 6162 TransACT phone numbers	<ul style="list-style-type: none"> • Normal/bronze – no charge • Silver – \$75.00 • Gold – \$1,500.00 • Platinum – \$7,500 • Please call 13 30 61 for details.
Call barring	<ul style="list-style-type: none"> • \$3.00/month • Available to TransBIZ customers.
Silent number	<ul style="list-style-type: none"> • \$3.00/month • Available to TransBIZ customers.
Virtual diversion	<ul style="list-style-type: none"> • \$12.00/month plus call charges (if any)
TalkNUMBERS	<ul style="list-style-type: none"> • \$5.50/month per additional numbers (up to three numbers) • Available to TransBIZ 1 customers
FaxNUMBER	<ul style="list-style-type: none"> • \$5.50/month per additional numbers (up to three numbers) • Available to TransBIZ 1 customers
TalkMAIL	<ul style="list-style-type: none"> • \$5.50/month • Available to TransBIZ 1 customers
Line Hunt	<ul style="list-style-type: none"> • \$1.50/month per service • Only available when taken in conjunction with a minimum of two TransBIZ phone services
Reserving an ISDN 100 number range	<ul style="list-style-type: none"> • \$38.50/month
ISDN in-dial number range	<ul style="list-style-type: none"> • \$25.00/month

2. Broadband services

TransWEB BIZ (via cable)

TransWEB BIZ 10Mbps/500kbps upload monthly line rental	<ul style="list-style-type: none"> • \$15.00/month • Only available when taken in conjunction with a TransBIZ phone service. • Minimum of 12-month contract applies.
TransWEB BIZ 10Mbps download/1Mbps upload monthly line rental	<ul style="list-style-type: none"> • \$25.00/month • Only available when taken in conjunction with a TransBIZ phone service. • Minimum of 12-month contract applies.

TransWEB BIZ (via ADSL2+ on TransACT's network)

TransWEB BIZ 2Mbps download/256kbps upload monthly line rental	<ul style="list-style-type: none"> • \$15.00/month • Only available when taken in conjunction with a TransBIZ phone service. • Minimum of 12-month contract applies.
TransWEB BIZ up to 20Mbps download/1Mbps upload monthly line rental	<ul style="list-style-type: none"> • \$25.00/month • Only available when taken in conjunction with a TransBIZ phone service. • Minimum of 12-month contract applies.

TransWEB BIZ (via Fibre-to-the-Premises)

FTTP TransWEB BIZ 10Mbps download/2Mbps upload monthly line rental	<ul style="list-style-type: none"> • \$45.00/month • Only available when taken in conjunction with a TransBIZ phone service. • Only available in areas where FTTP network has been deployed
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	<ul style="list-style-type: none"> • Minimum of 12-month contract applies.
FTTP TransWEB BIZ 30Mbps download/10Mbps upload monthly line rental	<ul style="list-style-type: none"> • \$90.00/month • Only available when taken in conjunction with a TransBIZ phone service. • Only available in areas where FTTP network has been deployed • Minimum of 12-month contract applies.
FTTP TransWEB BIZ 100Mbps download/20Mbps upload monthly line rental	<ul style="list-style-type: none"> • \$150.00/month • Only available when taken in conjunction with a TransBIZ phone service. • Only available in areas where FTTP network has been deployed • Minimum of 12-month contract applies.
TransWEB BIZ (via VDSL2)	
VDSL2 TransWEB BIZ 2Mbps download/256kbps upload monthly line rental	<ul style="list-style-type: none"> • \$30.00/month • Only available when taken in conjunction with a TransBIZ phone service. • Only available in areas where VDSL2 network has been deployed • Minimum of 12-month contract applies.
VDSL2 TransWEB BIZ 10Mbps download/2Mbps upload monthly line rental	<ul style="list-style-type: none"> • \$45.00/month • Only available when taken in conjunction with a TransBIZ phone service. • Only available in areas where VDSL2 network has been deployed • Minimum of 12-month contract applies.
VDSL2 TransWEB BIZ 30Mbps download/10Mbps upload monthly line rental	<ul style="list-style-type: none"> • \$90.00/month • Only available when taken in conjunction with a TransBIZ phone service. • Only available in areas where VDSL2 network has been deployed • Minimum of 12-month contract applies.

Commercial National ADSL & Voice services
Only available outside TransACT's network footprint

Plan inclusions	<ul style="list-style-type: none"> • An ADSL2 broadband Plan. • Five email addresses, each with 20MB storage and an anti-spam and anti-virus email filtering service. • Optional usage alert sent to you via SMS when you reach 70% of your monthly download limit. • Free helpdesk support during business hours.
Contract Period and setup cost	<ul style="list-style-type: none"> • 24 Month contract Only • \$40 connection fee
Commercial Phone & Broadband 10GB	<ul style="list-style-type: none"> • \$80.00/month • Price includes standard phone & ADSL2 broadband services • Minimum of 24-month contract applies
Commercial Phone & Broadband 50GB	<ul style="list-style-type: none"> • \$90.00/month • Price includes standard phone & ADSL2 broadband services • Minimum of 24-month contract applies
Commercial Phone & Broadband 100GB	<ul style="list-style-type: none"> • \$100.00/month • Price includes standard phone & ADSL2 broadband services • Minimum of 24-month contract applies
Commercial Phone & Broadband 250GB	<ul style="list-style-type: none"> • \$130.00/month • Price includes standard phone & ADSL2 broadband services • Minimum of 24-month contract applies
Package includes	Includes Call Forward, Call Waiting, 3 Way Chat and Call Return features. <ul style="list-style-type: none"> • 12 or 24-month contract applies
Local Call Rates	<ul style="list-style-type: none"> • \$0.16 per call. • Free On Net Calls
National Calls	<ul style="list-style-type: none"> • National Calls rate/ minute at \$0.12 per minute with a 10-cent connection fee.
Calls to Mobile	<ul style="list-style-type: none"> • 27 cents per minute • Calls are billed at 1-second increments, 1-second minimum with a 25-cent connection fee.
International Calls	<ul style="list-style-type: none"> • International Call Rates
Calls to Satellite Services	<ul style="list-style-type: none"> • Satellite Services Call Rates
Terms and Conditions	<ul style="list-style-type: none"> • A minimum package of voice and broadband applies. A stand alone broadband service is not available. • No Peak and Off-Peak periods apply. Flat metering applies • ADSL services may not be available in all areas. • Only downloads are counted towards ADSL Usage quotas. • After the download limit is reached, connection speed is slowed to 72Kbps/72Kbps for the remainder of the Download Measurement Period



	<ul style="list-style-type: none"> • Unused usage quotas are forfeited and cannot be rolled over into the following period. • If the ADSL product is included in an ActewAGL/TransACT bundle, 24-month Bundle Agreement and early cancellation fees apply. For bundle terms and conditions visit actewagl.com.au
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3. Television services

Only available in TransACT-cabled and Fibre-to-the-Premises areas

TransTV Biz	<ul style="list-style-type: none"> • \$54.95/month • Includes: ABC, ABC2, Al Jazeera English, Australian Christian Channel, BBC World, Bloomberg, Cartoon Network, Channel News Asia, Channelvision, CNN, Deutsche Welle TV, EWTN, Fashion TV, House of Representatives, Liaoning TV, Parliamentary Committees, Prime, SBS, SBS World News, Senate, Southern Cross Ten, Turner Classic Movies, TV5 and WIN. • Only available when taken in conjunction with a TransBIZ phone service. • Only available in areas where cable for FTTP network has been deployed • Minimum of 24-month contract applies.
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4. Connection fees

Phone services

TransBIZ 1	<ul style="list-style-type: none"> • \$150.00 for one line • \$250.00 for two to four lines • \$75.00 for each additional line connected at the same time up to eight lines • \$50.00 for each additional line connected at the same time up to a maximum of \$750.00 for nine or more lines • \$55.00 per line for institute services. • Minimum of 12-month contract applies. • Connection fee is waived with a 24-month contract (only applicable if two or more commercial services are taken). • A standard connection consists of a lead-in cable to the building's first point of termination (network boundary). • Services are limited to network availability.
TransBIZ 2	<ul style="list-style-type: none"> • \$250.00 for the first line plus \$150.00 for each additional line connected at the same time • Minimum of 12-month contract applies. • Connection fee is waived with a 24-month contract (only applicable if two or more commercial services are taken). • A standard connection consists of a lead-in cable to the building's first point of termination (network boundary). • Services are limited to network availability.
TransBIZ 10	<ul style="list-style-type: none"> • \$1,500.00 • Minimum of 12-month contract applies. • Connection fee is waived with a 24-month contract (only applicable if two or more commercial services are taken). • A standard connection consists of a lead-in cable to the building's first point of termination (network boundary). • Services are limited to network availability.



<p>TransBIZ 20</p>	<ul style="list-style-type: none"> • \$2,000.00 • Minimum of 12-month contract applies. • Connection fee is waived with a 24-month contract (only applicable if two or more commercial services are taken). • A standard connection consists of a lead-in cable to the building's first point of termination (network boundary). • Services are limited to network availability.
<p>TransBIZ 30</p>	<ul style="list-style-type: none"> • \$2,250.00 • Minimum of 12-month contract applies. • Connection fee is waived with a 24-month contract (only applicable if two or more commercial services are taken). • A standard connection consists of a lead-in cable to the building's first point of termination (network boundary). • Services are limited to network availability.
<p>Broadband services</p>	
<p>TransWEB BIZ Cable (VDSL) and ADSL networks</p>	<ul style="list-style-type: none"> • \$200 on a 12-month contract or free on a 24 month contract. • Only available when taken in conjunction with a TransBIZ phone service. • A standard connection consists of a lead-in cable to the building's first point of termination (network boundary). • Cabling from the buildings main distribution frame to the location of the modem is at the customer's expense. TransACT will supply a modem as part of the install. • ADSL2+ applications – customer can supply their own modem or purchase from TransACT for \$100.00 • Services are limited to network availability.
<p>TransWEB BIZ VDSL2 and FTTP network</p>	<ul style="list-style-type: none"> • \$450.00 or \$200.00 if the business premise is pre-cabled for TransACT services. Install fee is waived with a 24-month contract • Minimum of 12-month contract applies. • Only available when taken in conjunction with a TransBIZ phone service. • A standard connection consists of a lead-in cable to the building's first point of termination (network boundary). • Services are limited to network availability.
<p>Connection charges for National ADSL * Voice services</p>	
<p>Standard connection 24-month contract</p>	<ul style="list-style-type: none"> • \$40.00 • The connection charge is included on the first invoice.
<p>Television services (Cable and Fibre-to-the-Premises)</p>	
<p>TransTV Biz</p>	<ul style="list-style-type: none"> • \$249.00 • Connection fee is waived if taken in conjunction with phone services • A standard connection consists of a lead-in cable to the building's first point of termination (network boundary). • Minimum of 24-month contract applies.



5. Changes to services – Includes charges relating to cancellations, upgrades and downgrades of services, relocations, transfers of contract, services on hold and changes to phone numbers after installation.	
Cancellation of TransBIZ phone services within a contract term	
TransBIZ 1	<ul style="list-style-type: none"> • 1 to 4 lines: \$100.00 per line up to a maximum of \$250.00 for 4 lines. • 5 to 8 lines: \$250.00 for 4 lines, \$75.00 for each additional line up to 8. • 9 lines and above: \$550.00 for 8 lines, \$50.00 for each additional line up to \$750.00 • Fee will be payable regardless of whether a connection fee was charged or not. • Customers must provide TransACT one week's notice (5 business days), either via email, fax or mail of your intention to disconnect
TransBIZ 2	<ul style="list-style-type: none"> • \$300.00 plus \$150.00 for each additional service • Fee will be payable regardless of whether a connection fee was charged or not. • Customers must provide TransACT one week's notice (5 business days), either via email, fax or mail of your intention to disconnect
TransBIZ 10	<ul style="list-style-type: none"> • \$1,500.00 • Fee will be payable regardless of whether a connection fee was charged or not. • Customers must provide TransACT one week's notice (5 business days), either via email, fax or mail of your intention to disconnect
TransBIZ 20	<ul style="list-style-type: none"> • \$2,000.00 • Fee will be payable regardless of whether a connection fee was charged or not. • Customers must provide TransACT one week's notice (5 business days), either via email, fax or mail of your intention to disconnect
TransBIZ 30	<ul style="list-style-type: none"> • \$2,250.00 • Fee will be payable regardless of whether a connection fee was charged or not. • Customers must provide TransACT one week's notice (5 business days), either via email, fax or mail of your intention to disconnect
Line Hunt	<ul style="list-style-type: none"> • \$55.00 administration fee • For any charges made to existing Line Hunt services.
Cancellation of TransWEB BIZ broadband services within a contract term	
TransWEB BIZ Cable and ADSL networks	<ul style="list-style-type: none"> • \$200 • Fee will be payable regardless of whether an install fee was charged or not. • Customers must provide TransACT one week's notice (5 business days), either via email, fax or mail of your intention to disconnect
TransWEB BIZ VDSL2 and FTTP networks	<ul style="list-style-type: none"> • \$450.00 • Fee will be payable regardless of whether an install fee was charged or not. • Customers must provide TransACT one week's notice (5 business days), either via email, fax or mail of your intention to disconnect
Cancellation of TransTV BIZ services within a contract term (Cable and FTTP Areas)	
TransTV Biz	<ul style="list-style-type: none"> • \$450.00 • Fee will be payable regardless of whether a connection fee was charged or not. • Customers must provide TransACT one week's notice (5 business days), either via email, fax or mail of your intention to disconnect



Cancellation of National ADSL & Voice Services	
Cancellation of services within contract period (standard installation)	<ul style="list-style-type: none"> • \$200.00 plus remainder of installation fees from instalment plan (if applicable) • For any reason including moving house to a non-cabled area. • Fee will be payable regardless of whether a connection fee was charged or not.

Relocation of services	
Relocation of services off-contract	<ul style="list-style-type: none"> • Full connection fee for the service that is being relocated • Customer must sign a new 12-month contract. • Upgrade or downgrade fees may apply • Standard installation timeframe applies. <ul style="list-style-type: none"> • 50 per cent of the full connection fee for the service that is being relocated • Customer must sign a new 12-month contract. • Upgrade or downgrade fees may apply • Standard installation timeframe applies.
Relocation of services within a contract period	<ul style="list-style-type: none"> • Full connection fee for the service that is being relocated • Customer must sign a new 12 or 24-month contract. • Standard installation timeframe applies.

Transfer of services or business ownership	
To another business owner at the same premise/install address	<ul style="list-style-type: none"> • \$55.00 administration fee plus outstanding installment fees (if any) • The original account holder will incur this charge. • The new account holder is required to sign a new 12-month contract. • A release notification and signature from the original customer is required.

Upgrade or downgrade of TransBIZ phone service	
On contract customers upgrading existing TransBIZ phone services within the same premise	<ul style="list-style-type: none"> • \$125.00 for the first line plus \$75.00 for each additional line when upgrading from POTS phone service to a basic rate (ISDN 2) phone service. • Applicable connection fee applies when upgrading from a basic rate phone service to a primary rate phone service. • \$250.00 when upgrading a primary rate phone service i.e from 10 channels to 20 channels.
On contract customers downgrading existing TransBIZ phone services within the same premise	<ul style="list-style-type: none"> • 50 per cent of applicable cancellation fee when cancelling 20-50 per cent of existing TransBIZ services on your account. • Full applicable cancellation fee when cancelling more than 50 per cent of existing TransBIZ services on your account.
Upgrading existing TransBIZ phone services when relocating	<ul style="list-style-type: none"> • Applicable connection fee applies.
On contract customers downgrading existing TransBIZ phone services when relocating	<ul style="list-style-type: none"> • 50 per cent of applicable cancellation fee plus applicable relocation fee when cancelling 20-50 per cent of existing TransBIZ services on your account. • Full applicable cancellation fee plus applicable relocation fee when cancelling more than 50 per cent of existing TransBIZ services on your account.

Upgrade or downgrade of TransWEB BIZ broadband service	
Upgrading existing TransWEB BIZ broadband services within the same premise (Cable and ADSL networks)	<ul style="list-style-type: none"> Free when recontracting for 12 months or 24 months
Upgrading existing TransWEB BIZ broadband services within the same premise (VDSL2 and FTTP networks)	<ul style="list-style-type: none"> \$55.00
Downgrading existing TransWEB BIZ broadband services within the same premise	<ul style="list-style-type: none"> \$55.00 when recontracting for 12 months or 24 months
Upgrading existing TransWEB BIZ broadband services when relocating	<ul style="list-style-type: none"> Applicable relocation fee applies
Downgrading existing TransWEB BIZ broadband services when relocating	<ul style="list-style-type: none"> Applicable relocation fee applies plus \$55.00 downgrade fee.

6. Billing-related charges – includes late payments, suspension and dishonour fees.	
Cheque dishonour fee	<ul style="list-style-type: none"> \$25.00
Direct debit rejection fee	<ul style="list-style-type: none"> \$8.00
Reconnection after non-payment of account	<ul style="list-style-type: none"> \$55.00 administration fee if site visit is not required. Service call-out fee applies if site visit is required.
Paper bill fee	<ul style="list-style-type: none"> \$1.49 per bill sent

7. Equipment – includes charges relating to damaged, lost or stolen equipment.	
Modem	<ul style="list-style-type: none"> \$715.00 if lost or stolen. Includes cost for a replacement modem and service call-out fee for provisioning the new modem. \$715.00 if not returned after cancellation of services. Includes service call-out fee. Cost for repairing or replacing plus service call-out fee if damaged.
Replacement of internal cables connecting the modem to the wall socket	<ul style="list-style-type: none"> Service call-out charge applies (see point 7)
Replacement of wall sockets or plugs attached to TransACT internal cabling	<ul style="list-style-type: none"> Service call-out charge applies (see point 7)



8. Other charges	
Service call-out	<ul style="list-style-type: none"> • No charge if due to TransACT network or equipment failure. • \$105.00 call-out fee applies for the first 15 minutes plus \$45.00 per 15 minutes thereafter for non-TransACT faults.
Additional installation requirements that involve a site visit by our installation contractor	<ul style="list-style-type: none"> • \$55.00 administration fee per visit • In the event our installation contractor is required to visit your premise after the initial installation.
Recovery of ACT Government Utilities Network Facility Tax	<ul style="list-style-type: none"> • \$8.80 for Small Businesses per month per account • \$16.50 for Medium Businesses per month per account
ISDN Porting Fees	<ul style="list-style-type: none"> • \$840.00 (Up to first 100 numbers) • \$387.00 (each additional 100 numbers or part thereof) • Charged in 100 number blocks if you wish to port your number range to another provider

9. Promotional Offers	
“Rebate Offer”	<ul style="list-style-type: none"> • For customers offered a one-off promotional rebate at the point of sign-up, the following additional charges will apply: • Early Cancellation Fee – in addition to any other cancellation fees payable under this Agreement, you will also be charged a rebate cancellation fee, calculated using the following formula: • Rebate amount \times Number of months remaining in Contract Contact period \times period at the time of cancellation

10. Charges applicable to 1300/1800/13 services	
Setup charges	
Service setup charge	<ul style="list-style-type: none"> • 1300 number – \$50 • 1800 number – \$50 • 13 number – \$50
Enhanced routing setup charges (per service)	<ul style="list-style-type: none"> • District routing – \$30 • Standard Zone Unit (SZU) routing – \$30 • Exchange Service Area (ESA) routing – \$30 • Rental postcode routing – \$30
Monthly charges	
Monthly service charge	<ul style="list-style-type: none"> • 1300 number – \$20/month • 1800 number – \$20/month • 13 number – \$1,100/month
Enhanced routing monthly charges (per service)	<ul style="list-style-type: none"> • District routing – \$10/month • Standard Zone Unit (SZU) routing – \$10/month • Exchange Service Area (ESA) routing – \$10/month • Rental postcode routing – \$350/month



Incoming call charges		
Flagfall	<ul style="list-style-type: none"> • Nil 	
Incoming calls from fixed-line to local fixed-line number	<ul style="list-style-type: none"> • 1300 service – \$0 for first 15 minutes, \$0.09/minute thereafter • 1800 number – \$0.09/minute • 13 service – \$0 for first 15 minutes, \$0.09/minute thereafter 	
Other incoming call charges	Australian fixed-line to fixed-line	\$0.11/minute
	Australian mobile to fixed-line	\$0.17/minute
	Australian mobile to Australian mobile	\$0.90/minute
	Australian fixed-line to Australian mobile	\$0.90/minute
	International to Australian fixed-line	\$0.28/minute
	International to Australian mobile	\$1.10/minute

11. Obsolete Products	
TransWEB BIZ (via cable)	
TransWEB BIZ 2Mbps download/256kbps upload monthly line rental Withdrawn from sale on 27 July 2011	<ul style="list-style-type: none"> • \$30.00/month • Only available when taken in conjunction with a TransBIZ phone service. • Minimum of 12-month contract applies.
TransWEB BIZ 10Mbps/500kbps upload monthly line rental This pricing applicable to sales before 27 July 2011	<ul style="list-style-type: none"> • \$45.00/month • Only available when taken in conjunction with a TransBIZ phone service. • Minimum of 12-month contract applies.
TransWEB BIZ 10Mbps download/1Mbps upload monthly line rental This pricing applicable to sales before 27 July 2011	<ul style="list-style-type: none"> • \$90.00/month • Only available when taken in conjunction with a TransBIZ phone service. • Minimum of 12-month contract applies.