



*Standard Agreement for TransACT Victoria:
Fixed line telephony, broadband and television customers*

1.	Introduction	2
2.	Service(s) provided by us	2
3.	Installation maintenance and use of the Service(s)	3
4.	Ownership, use and care of the Equipment	3
5.	Use of the Service(s)	4
	Internet services	5
	Special provisions for dial-up internet services	6
	Fixed-line telephone services	6
	Cable TV services.....	7
6.	Use of the Service(s) is Your Responsibility	7
7.	Limits on use of the Service(s).....	8
8.	Monitoring your Service(s).....	8
9.	Faults.....	8
10.	Personal Property Securities Act 2009 (Cth) (PPSA).....	8
11.	You may suspend or disconnect the Service(s) or terminate the Agreement	9
12.	We may suspend, restrict or disconnect the Service(s) or terminate the Agreement	9
13.	Consequences of suspension and restriction	11
14.	Consequences of disconnection and termination	11
15.	Bills	13
16.	Charges & Payment.....	13
17.	Goods & Services Tax	14
18.	Changes	15
19.	Credit Limits & Security Bond	16
20.	Keywords & Passwords	16
21.	Priority Services.....	17
22.	Security & Privacy.....	17
23.	Limitation of Liability	18
24.	Indemnity & Warranty	19
25.	TransACT Acceptable Use Policy.....	20
26.	Complaints.....	20
27.	Notices.....	20
28.	Force Majure – unforeseen events causing delay	21
29.	Miscellaneous	22
30.	Disputes.....	23
31.	Dictionary.....	23
	Schedule 1 – Residential Services	28
	Schedule 2 – Business Services.....	37
	Schedule 3 – fetchtv Service End User Terms	42

1. Introduction

- 1.1. This document sets out terms and conditions under which we agree to provide the Service(s) to you. It is a standard form of agreement (“**SFOA**”), pursuant to section 479 of the *Telecommunications Act 1997 (Cth)*. This SFOA applies to customers who contract for Services with us on or after 7 June 2011.
- 1.2. The agreement between you and us includes:
- (a) your Application;
 - (b) Plan Details for the Service(s);
 - (c) the terms, conditions and Charges set out in this SFOA; and
 - (d) any other terms and/or conditions in relation to the Service(s) that you receive from us, (together, the **Agreement**).
- 1.3. If there is any inconsistency between the documents listed in clause 1.2, the order of priority (to the extent of any inconsistency) will be:
- (a) any other terms and/or conditions in relation to the Service(s) that you receive from us;
 - (b) your Application;
 - (c) Plan Details for the Service(s); and
 - (d) the terms, conditions and Charges set out in this SFOA.
- 1.4. The scope of the Service(s) provided to you will be determined by the options you have selected in your Application.
- 1.5. From time to time we may advertise special prices, packages, discounts or other terms in relation to any of the Services or any other service (“**Promotions**”). You may apply to take up the promotion by submitting an application to us in accordance with the promotion. If we accept your application, you will be bound by the conditions of the promotion, including any applicable Charges. Except as specified in the promotion, this Agreement will continue to apply in relation to the relevant Service.
- 1.6. The Agreement commences on the date that we start providing any one of the Services to you and continues, unless terminated, in accordance with the Agreement.
- 1.7. Some of the words used in this SFOA begin with a capital letter. The meanings of these words are defined in the dictionary at the end of the SOFA or in bold text throughout the body of the SOFA.

2. Service(s) provided by us

- 2.1. We will provide the Service(s) and Equipment to you based upon the provisions of the Agreement and those Services and/or Equipment that you have selected in your Application.
- 2.2. We will not provide the Service(s) unless and until:
- (a) Your Premises are situated in the geographic area serviced by the TransACT Victoria Network;

- (b) you are approved by us under our Assessment Policies;
 - (c) we have approved your Application;
 - (d) if applicable, you have obtained the consent of the owner of Your Premises;
 - (e) if applicable, you satisfy any pre-supply testing required by us;
 - (f) if applicable, you satisfy any eligibility requirements contained in the Schedules to this Agreement.
- 2.2 Unless we specifically authorise in writing that you may do so, you must not re-supply the Service(s) to any other person or entity.
- 2.3 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.
- 2.4 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 Service(s)**
- 3.1 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.
- 3.2 You must:
- (a) promptly report faults in the Services to our Contact Centre; and
 - (b) 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.
- 3.3 You must not interfere with the supply of the Service(s) or use it for any purpose which:
- (a) is prohibited by law;
 - (b) damages any Equipment or interferes with its supply or that of the TransACT Victoria Network (or, in our reasonable opinion, may cause such damage or interference);
 - (c) may cause death, personal injury or property damage;
 - (d) breaches the property rights of a person; or
 - (e) involves the transmission of unwanted, pornographic, offensive, distasteful or harassing communications.
- 3.4 You must ensure that the Service(s) are not used by anyone else in a manner, which may contravene the requirements of clause 3.3.
- 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

- 4.1 Unless stated otherwise in the Schedules to this Agreement, we own the Equipment.
- 4.2 If we have supplied you with Equipment you agree:
- (a) to comply with our instructions regarding the use and care of the Equipment;



- (b) to promptly report faults in the Equipment to our Contact Centre;
 - (c) to take all due care of the Equipment, and protect the Equipment from any loss, damage (excluding reasonable wear and tear), theft or detention;
 - (d) not to create, or allow the creation of, a mortgage, charge, lien or encumbrance over the Equipment;
 - (e) not to use or permit the use of the Equipment for any improper, illegal or unauthorised purpose; and
 - (f) not to use the Equipment at any location other than Your Premises.
- 4.3. If the Equipment is lost, damaged, stolen or detained:
- (a) you must promptly notify us; and
 - (b) we may charge you a fee for any lost, damaged, stolen or detained Equipment.
- 4.4. You are responsible for obtaining insurance cover for the Equipment and for any misuse or fraudulent use of the Equipment or any of the Services.
- 4.5. You must not use or connect anything to the Equipment which is prohibited or not authorised by ACMA, or which does not meet the requirements of any technical or interconnection standards of ACMA, or which does not otherwise comply with any law or regulation, and you must not authorise or consent to such use or connection.
- 4.6. If Equipment, a product or access device you are using interferes with the operation of the TransACT Victoria Network you must, on our reasonable request, provide that Equipment, product or access device to us to inspect and cease using that Equipment, product or access device until we confirm that it may be used to access the Service(s).
- 4.7. If applicable, we may, at your request, provide you with one or more additional set top boxes and/or modems at the rental per set top box and/or modem set out in the Application.

5. Use of the Service(s)

- 5.1. You must not and must ensure that no-one else uses the Service(s) for any purpose that:
- (a) would break any law or to infringe another person's rights;
 - (b) would be contrary to a direction of a regulator;
 - (c) may or does expose us to liability;
 - (d) may damage, interfere with or interrupt the Service(s) or the TransACT Victoria Network or, in our reasonable opinion, may cause such damage or interference;
 - (e) would be contrary to any reasonable direction from us or any other supplier of Third Party Services;
 - (f) may damage any property or injure or kill any person;
 - (g) would infringe any person's intellectual property rights;
 - (h) involves the reselling of the Service(s) or any part of the Service(s) to any person or entity;
 - (i) would amount to the transmission, publication or communication of material which is defamatory, offensive, abusive, indecent, menacing, harassing or unwanted; or
 - (j) would allow the transmission of viruses or other harmful material.

- 5.2. You must promptly:
- (a) comply with all our reasonable directions in relation to the use of the Service(s); and
 - (b) advise us of any changes that are relevant to your Account or the Service(s) including changes to your Account details (such as Billing Address) debit or credit card details (including expiry dates).
- 5.3. You must give us all information and cooperation that we may need in relation to:
- (a) your application (including assessing your Application);
 - (b) undertaking any credit check or similar activity in relation to your Account; or
 - (c) investigating any misuse of the Service(s).
- 5.4. We may investigate any misuse of the Service(s) by you or any other user, in conjunction with relevant law enforcement authorities.

Internet services

- 5.5. In clauses 5.6 to 5.7, a reference to Service means an internet service.
- 5.6. The internet is a public medium. While connected to the internet, your computer/network may be subject to external security breaches or "hacking". You agree that it is your responsibility to install appropriate security devices to prevent unauthorised access to or exposure of your computer/network. You acknowledge that we are not liable for loss or damage due to any security breach of your computer/network.
- 5.7. It is a condition of the use of the Service that you agree and acknowledge that:
- (a) we are not responsible for the content of the Service and do not endorse that content in any way;
 - (b) we are not under any obligation to monitor, control, remove or censor the content of the Service;
 - (c) you will not, through the Service, make remarks or publish material that is lewd, obscene, pornographic, threatening, harassing, illegal, abusive or defamatory remarks or incite hatred to any other person or group or which may promote other to engage in such acts;
 - (d) you will not use the Service to post or transmit any material of any kind which violates or infringes upon the rights of any other person, including material which is an invasion of any privacy or publicity rights or which is protected by copyright, trademark or any other proprietary right, or derivative works with respect thereto or which breaches any law or regulation or intentionally cause damage or injury to any person or property;
 - (e) you will not use the Service to post or transmit unsolicited electronic mail ("spam");
 - (f) you will not post or transmit any material of any kind which contains a virus or other harmful or disabling component;
 - (g) you will use the Service in a responsible manner;
 - (h) you will not use the Service for the purposes of "hacking" into our computers or computer systems or those of other persons;



- (i) you will not delete any author acknowledgment, legal notices or proprietary designations or label in any file that is uploaded;
- (j) you will not download any file posted by any other user of a Service if you know, or ought reasonably to know, that the file cannot legally be distributed in such manner; and
- (k) you grant us an irrevocable, worldwide, royalty free licence to copy and adapt any material you generate through use of the Service to the extent necessary to provide the Service.

Special provisions for dial-up Internet services

- 5.8. In clause 5.9, a reference to Service means dial-up internet services.
- 5.9. You agree and acknowledge that:
- (a) the Service may be disconnected if a period of idle time is detected;
 - (b) maximum session times may apply (4 hours);
 - (c) automated disconnection prevention devices are not permitted, and any attempt to install such a device shall allow us to terminate your access to this Service;
 - (d) this Service is not designed for continuous connection;
 - (e) access to this Service may be limited to ensure acceptable network performance to all users; and
 - (f) your calling line identification (“**CLI**”) may be received by us regardless of whether or not you have blocked CLI or calling number display (“**CND**”), but your CLI or CND will only be used by us in compliance with its legal obligations, including under the Australian Communications Industry Forum Code C522, and will not otherwise be used in any way prohibited by law.

Fixed-line telephone services

- 5.10. In clauses 5.11 to 5.14, a reference to Service means fixed-line telephone services.
- 5.11. Fixed-line telephone Services **will not operate** in the event of a power failure or disruption. This means that you will not have access to emergency services, 000 services and that back-to-base alarms will not function. You acknowledge that **you cannot rely on fixed-line telephone Services as a lifeline service** for yourself or any other person with a life threatening condition.
- 5.12. If we supply you with fixed-line telephone Services:
- (a) 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.
 - (b) You may request us to change your Service Number, however, a charge may be applicable to each change.
 - (c) We will waive any charge applicable to changing your Service Number if the change is necessary due to nuisance or un-welcome calls.
 - (d) From time to time in order to comply with the ACMA’s Telecommunications Numbering Plan 1997 and other regulations and directions relating to numbering published by the ACMA, we may be required to change your Service Number. In such a case, we will give you as much notice as reasonably possible.

- (e) You are responsible for the provision of telephone handsets in order to receive the Telephone Service. You may be required to provide other equipment in order to utilise particular Equipment.
 - (f) If you do not already have a phone number for use with the Service we will allocate you a Service Number, in accordance with the Telecommunications Numbering Plan.
 - (g) You acknowledge that we may be required by the Telecommunications Numbering Plan to change, withdraw or suspend your Service Number from time to time.
 - (h) You do not own and cannot claim goodwill in your Service Number. Your right to use the Service Number ends if you no longer obtain the Service from us (unless you transfer the Service Number);
 - (i) If you stop using the Service and do not transfer your Service Number, we may re-allocate your Service Number to another customer in accordance with the Telecommunications Numbering Plan.
- 5.13. We are not liable to you for any expense or loss incurred by you or your business due to any change, withdrawal, re-allocation, suspension or cessation of your right to use your Service Number.
- 5.14. You must only use the Service to make or receive calls or other telecommunications services on the TransACT Victoria Network. You must not:
- (a) transit, refile or aggregate telecommunications traffic of any kind on the TransACT Victoria Network; or
 - (b) use the service in connection with a device that switches or reroutes calls to or from the TransACT Victoria Network.

Cable TV Service

- 5.15. In clause 5.16, a reference to Service means cable TV services.
- 5.16. If Your Services includes a cable TV or a subscription TV service, we agree to provide to you, a TV service as outlined in Schedule 3. The channel line-up may change from time to time, and we reserve the right to make these changes.

6. Use of the Service(s) is your responsibility

- 6.1. You agree to pay all Charges and other amounts owing in relation to the use of the Service(s) by you or any other user (whether authorised by you or not).
- 6.2. You agree that you are responsible for the use of the Service(s) by you or any other user (whether authorised by you or not), including (without limitation):
- (a) calls made and messages sent;
 - (b) content or software downloaded and the effect it may have on Equipment or Service(s) or any other equipment owned or operated by you;
 - (c) products and services purchased via your Account or Service(s);

- (d) information provided to others;
- (e) installation or use of any equipment or software, whether provided by us or not;
- (f) modification of any settings or data on your Service(s) or related services or equipment whether instructed by us or not;
- (g) the personal supervision of any users under the age of 18 who use the Service(s); and
- (h) the lawfulness of your activities when using the Service(s) and accessing any sites and third party content.

6.3. Unless agreed with us otherwise, you are responsible for:

- (a) the purchase, installation, configuration, and maintenance of suitable equipment and software to access the Service(s);
- (b) using any product and software in accordance with relevant legislation, guidelines and instructions; and
- (c) any misuse or fraudulent use of the Service(s) that results in loss to us or third parties.

6.4. You must only use equipment in connection with the Service(s) that complies with relevant technical standards.

7. Limits on use of Service(s)

7.1. The Service(s) are subject to the TransACT Acceptable Use Policy.

8. Monitoring your Service(s)

8.1. We may monitor the use of your Service(s), however we do not promise to do so. If we identify excessive use or unusual activity we may temporarily restrict or suspend your Service(s), and if so, will try and contact you via the Primary Contact Details. We may require an Advance Payment before your Service(s) is/are restored.

8.2. However you should not rely on us to contact you or to suspend your Service(s) in the event of excessive or unusual activity.

8.3. You acknowledge that we may be required to intercept communications over the Service(s) and monitor the Service(s).

9. Faults

9.1. You must promptly report faults in the Service(s) to our Contact Centre and provide all necessary assistance to enable us to promptly rectify such a fault.

9.2. We are not liable for any fault within the control of a third party (including any of our Suppliers). We will notify any of our Suppliers of faults and request prompt rectification.

10. Personal Property Securities Act 2009 (Cth) (PPSA)

10.1. You acknowledge and agree that:



- (a) our ownership of the equipment which it supplies to you to receive our services is a “PPS lease” and a “security interest” within the meaning of the PPSA;
- (b) we may at any time without notice to you register any such security interest with the Insolvency and Trustee Services Australia or any other relevant government authority;
- (c) we may at any time, by giving written notice to you, require you to give us reasonable assistance to register or perfect any such security interest, including by executing documents, giving your consent, and providing us with information:
- (d) to the extent section 115(1) of the PPSA allows this, sections 95, 125, 130, 132(3)(d), 132(4), 142 and 143 of the PPSA will not apply to any security interest in our equipment;
- (e) to the extent section 115(7) of the PPSA allows this, sections 127, 129(2), 132, 134(2), 135, 136(3), (4) and (5) and 137 of the PPSA will not apply to any security interest in our equipment;
- (f) you waive any right to receive any notice required to be provided under the PPSA (including under sections 144 and 157) in respect of each PPSA Security Interest unless the requirement to give the notice cannot be waived or excluded.

10.2. In this clause, **PPSA** means the Personal Property Securities Act 2009 (Cth)

11. You may suspend or disconnect the Service(s) or terminate the Agreement

11.1. Subject to clause 14, you may, at any time, request the suspension or disconnection of any Service provided under this Agreement or termination of this Agreement by giving us 1 month’s notice either:

- (a) by mail addressed to:
Customer Care
TransACT Victoria Communications Pty Ltd
PO Box 1006
Civic Square ACT 2608
or such other address as set out in the Plan Details from time to time;
- (b) by facsimile addressed to Customer Care and sent to: (02) 6229 8011 or such other number as set out in the Plan Details from time to time;
- (c) by telephoning our Contact Centre: 13 30 61 (between the hours set out in the User Guide) or such other numbers as set out in the Plan Details from time to time; or
- (d) by email: customer.care@transact.com.au or such other email address as set out in the Plan Details from time to time.

12. We may suspend, restrict or disconnect the Service(s) or terminate the Agreement

12.1. Without limiting our rights under clauses 12.2 and 12.3, we may suspend, restrict or disconnect any Service(s) or terminate this Agreement by written notice where we reasonably believe that you have breached this Agreement and:

- (a) the breach is incapable of remedy; or
- (b) we have given you a written notice to remedy your breach of this Agreement and you have not done so within 7 days from the date of that notice.

12.2. We may suspend or restrict any or all of your Service(s) without notice, where:

- (a) you exceed the amount of your Credit Limit and we have provided you with at least 5 business days' notice;
- (b) there has been, in our opinion, unusual activity in relation to the Service(s);
- (c) you have breached the TransACT Acceptable Use Policy;
- (d) we reasonably suspect that you or any other person has engaged in fraudulent activity in relation to the Service(s);
- (e) you have not paid a Bill for 21 days after the Due Date (unless we have received written notice from you of a bona fide dispute of those Charges or other amount prior to the Due Date) AND you fail to pay the outstanding amount in full within 7 days after we give you a notice demanding payment. Note that we have a Financial Hardship Policy that may be applicable in these circumstances (but will not necessarily stop suspension, restriction or disconnection);
- (f) you do something which we believe may damage the TransACT Victoria Network;
- (g) we consider such action necessary for the purpose of maintaining or restoring any part of the TransACT Victoria Network
- (h) there is an emergency of any kind;
- (i) you are no longer approved by us under our Assessment Policies or otherwise to receive the Service(s), or you are no longer capable of using the Service(s) (eg: due to death);
- (j) an authority such as the ACMA or enforcement agency instructs us to do so;
- (k) there are technical problems with the TransACT Victoria Network or the TransACT Victoria Network requires repairs or maintenance;
- (l) we believe it is necessary to suspend or restrict any of the Service(s) to comply with our legal obligations;
- (m) we are entitled to suspend or restrict any other Service supplied to you; or
- (n) you suffer an Insolvency Event.

12.3. We may disconnect any or all of your Service(s) or terminate this Agreement without notice, where:

- (a) you have breached the TransACT Acceptable Use Policy in a way that exposes TransACT to significant legal liability or costs;
- (b) we reasonably suspect that you or any other person has engaged in fraudulent activity in relation to the Service(s) which reasonably justifies the immediate disconnection of the Service(s) or termination of this Agreement;
- (c) a Service has been suspended for over 21 days due to your failure to pay a Bill;
- (d) you do something which has damaged the TransACT Victoria Network;
- (e) there is an emergency which reasonably justifies the immediate disconnection of the Service(s) or termination of this Agreement;
- (f) you are no longer approved by us under our Assessment Policies or otherwise to receive the Service(s), or you are no longer capable of using the Service(s) (eg: due to death);
- (g) an authority such as the ACMA or enforcement agency instructs us to do so;



- (h) we believe it is necessary to disconnect any of the Service(s) or terminate the Agreement to comply with our legal obligations;
 - (i) we are entitled to disconnect any other Service supplied to you;
 - (j) you suffer an Insolvency Event;
 - (k) any of our Suppliers ceases to provide those services or materially changes the terms on which such services are provided, and we are unable to obtain replacement services on terms reasonably acceptable to us; or
 - (l) a Service has been suspended or restricted for longer than 2 months.
- 12.4. We may discontinue a Service and replace it with a reasonable substitute. You may choose to disconnect the substitute service on Equal Terms. The remainder of this Agreement, in relation to any other Services, remains on foot.
- 12.5. If any of the Service(s) is suspended, restricted or disconnected or this Agreement is terminated:
- (a) due to your failure to comply with your obligations under this Agreement; or
 - (b) at your request,
- we will continue to charge you any applicable Charges incurred up to the date of suspension, restriction, disconnection or termination.
- 12.6. We may suspend, restrict or disconnect any of the Service(s) or any authorized user's access to the Service(s) for the same reason that any of the Service(s) or any authorized user's access to the Service(s) has been previously suspended, restricted or disconnected, at our sole discretion.

13. Consequences of suspension and restriction

- 13.1. If any of your Service(s) is suspended or restricted then you must pay:
- (a) all Charges for the suspended or restricted Services up to the date of suspension or restriction;
 - (b) all Charges in relation to restricted Service(s) during a period of restriction;
 - (c) all other Charges (including Charges for all Services that have not been suspended or restricted) as set out in this Agreement.
- 13.2. You are not liable to pay any Charges in relation to suspended Service(s) during a period of suspension.
- 13.3. Any suspended Service(s) will be reactivated as soon as possible after the reason for the suspension no longer applies.
- 13.4. If you requested the suspension or the suspension can be attributed to a breach by you of this Agreement, you may be liable to pay a reactivation charge when the Service(s) is/are reactivated.

14. Consequences of disconnection or termination

- 14.1. If you terminate the Agreement prior to the expiry of the applicable Minimum Term for a Service supplied under the Agreement, you must immediately pay:



- (a) all Charges that are or will be due and owing up to the date of termination; and
 - (b) the Early Termination Payment, which is:
 - (i) specified in the Schedule for the Service(s);
 - (ii) specified in the Application; or
 - (iii) in the absence of an amount specified in accordance with (i) or (ii) above, 100% of the monthly fee for the applicable Service(s), multiplied by the remaining months of the applicable Minimum Term.
- 14.2. If you disconnect any Service(s) prior to the expiry of the applicable Minimum Term specified in the Application for that Service, you must immediately pay:
- (a) all Charges that are or will be due and owing up to the date of disconnection;
 - (b) the Early Termination Payment for each of the disconnected Service(s), which is:
 - (i) specified in the Schedule for the Service(s);
 - (ii) specified in the Application; or
 - (iii) in the absence of an amount specified in accordance with (i) or (ii) above, 100% of the monthly fee for the applicable Service(s), multiplied by the remaining months of the applicable Minimum Term; and
 - (c) all other Charges (including Charges for all Services that have not been disconnected) as set out in this Agreement.
- 14.3. If we:
- (a) disconnect any Service(s) prior to the expiry of the applicable Minimum Term specified in the Application for that Service; or
 - (b) terminate this Agreement prior to the expiry of the applicable Minimum Term for a Service supplied under this Agreement;
- and the disconnection or termination was due to your breach of this Agreement, you must immediately pay:
- (c) all Charges that are or will be due and owing up to the date of disconnection;
 - (d) the Early Termination Payment for each of the disconnected Service(s), which is:
 - (i) specified in the Schedule for the Service(s);
 - (ii) specified in the Application; or
 - (iii) in the absence of an amount specified in accordance with (i) or (ii) above, 100% of the monthly fee for the applicable Service(s), multiplied by the remaining months of the applicable Minimum Term.
- 14.4. Upon termination of the Agreement, you must immediately:
- (a) return the Returnable Equipment; or
 - (b) allow us to enter Your Premises to recover our Returnable Equipment; or
 - (c) pay to us an amount, as determined by us, which represents the value of the Returnable Equipment.



- 14.5. Upon termination of the Agreement, we are not responsible for connecting or reconnecting any appliance to any telephone network or other communication network or system.
- 14.6. 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.
- 14.7. This clause survives termination of this Agreement.

15. Bills

- 15.1. Subject to clause 15.2, we will provide you with a Bill detailing all applicable Charges on your Account for each Billing Period to either:
 - (a) your email address (if requested in your application); or
 - (b) your Billing Address.
- 15.2. In some instances it may not be possible to include all applicable Charges for a Billing Period on one Bill (for example, due to an error in the billing system). We may include these unbilled Charges in a later Bill.
- 15.3. In some instances we may issue an interim Bill and may include Charges from a previous Billing Period that have not been billed.
- 15.4. Our records are sufficient evidence of the existence and amount of any Charge owed by you to us.
- 15.5. We will provide you with replacement copies of your Bills upon your request, however, there may be a charge for this service.
- 15.6. If you pay your Bill using a credit card or direct debit, we may charge you a processing fee.
- 15.7. We may use a billing agent to issue your Bill.

16. Charges and Payment

- 16.1. All Charges applicable to the Service(s) are specified in the Plan Details (as amended by us from time to time), or as otherwise notified to you (including as stated in your Application).
- 16.2. The Charges are determined by the options you select on your Application.
- 16.3. The Charges may also be affected by any change by you to the options selected on your Application or any change to the Service.
- 16.4. We may round Charges up or down to the nearest whole cent.
- 16.5. You must pay the Charges in accordance with any Bill issued by us by the Due Date. Our records are sufficient evidence of the existence and amount of any Charge owed by you to us.
- 16.6. You are responsible for all Charges incurred for the use of the Service(s), even if someone other than you (whether or not they are authorised by you) incurs those Charges without your knowledge or consent.
- 16.7. All Charges are GST inclusive unless otherwise stated.

- 16.8. If you do not pay the full amount of any Charges owing by the Due Date, or you pay by a cheque or other means that is dishonoured, we may:
- (a) charge you a Late Payment Fee;
 - (b) recover from you debt collection costs and any other costs associated with your non-payment; and
 - (c) suspend the Service(s) and charge you a reconnection fee, only after giving you at least 5 business days' notice.
- 16.9. You agree that we may annually review our internal costs associated with late paying customers and that following that review, we may increase or decrease our Late Payment Fee to reflect a genuine estimate our actual costs. The current Late Payment Fee for your Service(s) appears in the Schedule.
- 16.10. You must pay the Charges without any set off, counter claim or deduction.
- 16.11. We may set off any amount payable to you against any amount payable by you to us.
- 16.12. We may impose an additional charge to install any of the Service(s) if we need to perform work beyond the usual scope of work required for similar installations.
- 16.13. All payments are to be made by direct debit unless otherwise agreed.

17. Goods and services tax

- 17.1. In this clause:
- (a) **GST** means GST as defined in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended (**GST Act**) or any replacement or other relevant legislation and regulations;
 - (b) words used in this clause which have a particular meaning in the **GST law** (as defined in the GST Act, and also including any applicable legislative determinations and Australian Taxation Office public rulings) have the same meaning, unless the context otherwise requires;
 - (c) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member; and
 - (d) if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.
- 17.2. Unless GST is expressly excluded, the consideration expressed to be payable under any other clause of this Agreement for any supply made under or in connection with this agreement includes GST.
- 17.3. To the extent that any supply made under or in connection with this agreement is a taxable supply, the GST exclusive consideration otherwise payable for that supply is increased by an amount equal to that consideration multiplied by the rate at which GST is imposed in respect of the supply, and is payable at the same time.



- 17.4. Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable in respect of any supply made under or in connection with this Agreement.
- 17.5. If a payment to a party under this Agreement is a payment by way of reimbursement or indemnity and is calculated by reference to the GST inclusive amount of a loss, cost or expense incurred by that party, then the payment is to be reduced by the amount of any input tax credit to which that party is entitled in respect of that loss, cost or expense before any adjustment is made for GST pursuant to clause 17.4.

18. Changes

- 18.1. We can make the following changes to the Agreement with Reasonable Notice to you:
- (a) changes required by law, including changes to the Charges that result from the imposition of a new tax or levy or change(s) to an existing tax or levy;
 - (b) changes required for security reasons, to prevent fraud or for technical reasons;
 - (c) changes required to protect the integrity of the TransACT Victoria Network;
 - (d) changes to the Charges due to additional charges imposed on us by our Suppliers, including:
 - (i) international voice charges (see our website for current Charges);
 - (ii) premium service charges;
 - (iii) line rental charges;
 - (iv) charges for services ancillary to the supply of telecommunications Services and Equipment, including, without limitation, billing fees, administration fees, direct debit fees and credit card transaction fees
- 18.2. Subject to clauses 18.3, 18.4 and 18.5, where a change to the Agreement could be reasonably expected to adversely affect you, we will give you Reasonable Notice of the change.
- 18.3. If we reasonably consider that a change to any term of the Agreement is likely to benefit (eg., a reduction of the Charges) or have a neutral or minor detrimental impact on you, we can make those changes to the Agreement immediately, without notice to you. Changes we consider have a neutral or minor detrimental impact on you include (without limitation):
- (a) a minor increase in a Charge;
 - (b) an increase in fees for auxiliary services (eg., administration fees, Late Payment Fees, credit card transaction fees and direct debit charges), caused by the effect of inflation or due to an increase in our legitimate associated business costs;
 - (c) an increase in fees for auxiliary services or the introduction of a new fee for auxiliary services (eg., administration fees, credit card transaction fees and direct debit charges), where we have offered you a reasonable alternative at the same or lesser cost to the original fee; or
 - (d) a minor change to the characteristics or functionality of the Equipment or Service(s) we originally supplied to you, for example, the substitution of reasonably similar content or television channel;



- (e) withdrawal of a minor service;
 - (f) changing the Contact Centre service number;
 - (g) changing the name of our Equipment and/or Services.
- 18.4. If you demonstrate that the change has had more than a minor detrimental impact on you, you may terminate the Agreement on Equal Terms.
- 18.5. Within the Minimum Term of Agreement, we will give you at least 21 days notice ("**Notice Period**") of any change that we reasonably consider will have more than a minor detrimental impact on you. Within 42 days of receipt of such notice ("**Termination Period**"), you may terminate the Agreement on Equal Terms.
- 18.6. If you do not terminate the Agreement within the Termination Period, you agree that from the day after the Notice Period, the changes made to the Agreement take effect.

19. Credit limits and security bond

- 19.1. We may set Credit Limits for you or require you to provide a Security Bond.
- 19.2. If we set a Credit Limit we will advise you whether the Credit Limit is a guideline for Credit Management Action or an Absolute Credit Limit. Credit Limits may be changed from time to time with reasonable notice provided to you.
- 19.3. You may request us to place an Absolute Credit Limit on your Account.
- 19.4. If you exceed your Credit Limits, we may restrict or suspend your service only after giving you at least 5 business days' notice.
- 19.5. In accordance with our Assessment Policies we may require you at any time to pay a Security Bond or Advance Payment.
- 19.6. We will return your Security Bond to you upon termination of your Account (subject to you having paid us all amounts owing under the agreement) or earlier at our discretion.
- 19.7. If you have made an Advance Payment it will be credited towards your next and subsequent Bills until the Advance Payment has been used in full. If you pay us a Security Bond we may use the Security Bond to pay any outstanding Charges on your Account.
- 19.8. For the avoidance of doubt and for the purposes of this agreement, any Security Bond provided in accordance with this clause, is not subject to GST.

20. Keywords and passwords

- 20.1. Keyword, usernames, pass codes or passwords ("**Access Security Codes**") may from time to time be issued or selected by you or your authorised users in relation to the use of the service or accessing your Account. You and the authorised users must not disclose to any person your Access Security Codes and we take no responsibility should you or the authorised users do so. If you become aware that any of your Access Security Codes are no longer private and confidential, you must immediately inform us and provide us with new Access Security Codes for your Account.
- 20.2. You acknowledge and agree that you are responsible for the security of your Keyword or usernames, pass codes 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 Keyword or usernames, pass codes or passwords. We will not be liable for any loss or damage suffered by you or authorised users due to the unauthorised use of your Keyword or usernames pass codes or passwords.

21. Priority Services

- 21.1. 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.

22. Security and privacy

- 22.1. You acknowledge that, if you do not ask us to block the caller number display service, your service number may be displayed to parties you call.
- 22.2. 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):
- (a) conducting credit checks, obtaining consumer credit reports and maintaining your credit records;
 - (b) the establishment and ongoing management of your Account (including for billing purposes);
 - (c) in order to report or gain information on overdue payments, serious credit infringements and dishonoured cheques, which may lead to a default being listed on your credit file;
 - (d) developing, researching and promoting our products and services and the products and services of other entities;
 - (e) processing your application;
 - (f) managing your relationship with us and marketing our products and services and the products and services of other entities to you;
 - (g) submitting your details to the Integrated Public Number Database;
 - (h) as required or permitted under law, including the *Privacy Act 1988 (Cth)*; and
 - (i) any other purpose related to the supply of the service which would be reasonably expected.
- 22.3. You acknowledge and agree that Personal Information referred to in this clause includes (without limitation):
- (a) identity particulars – your name, sex, address (and the previous two addresses), date of birth, name of employer, and driver's licence number;
 - (b) your application for credit or commercial credit – the fact that you have applied for credit and the amount;
 - (c) the fact that TransACT is a current credit provider to you; and
 - (d) information about your credit worthiness or capacity.

- 22.4. You may request access to any Personal Information about you held by us. We will provide you with access to such Personal Information.
- 22.5. You acknowledge and agree that we do not guarantee the security of information conveyed over the TransACT Victoria 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 Victoria Network to or from any third party.
- 22.6. 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.
- 22.7. 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.
- 22.8. Without limiting the definitions set out in clause 31, for the purposes of clause 22.7, references to "Service" includes any Equipment and Your Equipment.
- 22.9. If we supply you a telephone service we will be required by law to supply your name, address, phone number and other customer details to a database called the Integrated Public Number Database. This obligation is mandatory, and includes customers who are unlisted or have their mobile phone numbers permanently barred. For further information on this, please contact us or ACMA.
- 22.10. We may be required by law to disclose certain Personal Information about you to law enforcement agencies without your consent.
- 22.11. You acknowledge that our Privacy Policy as amended from time to time is available on the TransACT Website and is applicable to the services provided under this Agreement.
- 22.12. If there is any conflict between this clause and our Privacy Policy, the Privacy Policy will prevail.

23. Limitation of liability

- 23.1. 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.
- 23.2. Subject to clause 23.3, in the case of Interruptions to the Service, we will comply with our obligations under the Australian Consumer Law by offering you:
- (a) a refund or rebate for the period of the Interruption; and
 - (b) where the Interruption is caused by our breach of a Consumer Guarantee, compensation for any reasonably foreseeable loss incurred.
- 23.3. The refund or rebate in clause 23.2(a) does not apply to Interruptions which occur because of:
- (a) a cancellation, suspension or restriction to the supply of the Service in any of the circumstances listed in clauses 12.1, 12.2(a) to 12.2(f), 12.2(i), 12.2(m) (but only where our entitlement to suspend or restrict any other Services arises by reason of your default or conduct under this SFOA), 12.2(n), 12.3(a) to 12.3(d), 12.3(f),



- 12.3(i) (but only where our entitlement to disconnect any other Service arises by reason of your default or conduct under this SFOA) or 12.3(j);
- (b) a fault or other event which may reasonably be attributed directly or indirectly to your equipment (including Equipment);
 - (c) your acts or omissions; or
 - (d) scheduled maintenance to the TransACT Victoria Network, a Supplier's network or any Equipment for less than 1 hour.
- 23.4. Except for liability which is expressly accepted by us under this clause 23 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.
- 23.5. 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.
- 23.6. 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.
- 23.7. 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.
- 23.8. 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 compensation.
- 23.9. You acknowledge and accept that because we are still in the process of constructing the TransACT Victoria Network, we may not be able to connect some Services within the timeframes specified in the CSG. For this reason, we may ask that you sign a CSG Waiver to release us from our obligations in this regard.

24. Warranty and indemnity

- 24.1. Subject to the Consumer Guarantees, we do not warrant that the Service(s) will be provided on an uninterrupted or fault-free basis.
- 24.2. You are responsible for ensuring that any product or device you use in connection with the Service complies with all relevant technical and regulatory requirements for use with the Service.
- 24.3. We make no warranty and exclude all liability as to the appropriateness or compatibility with the TransACT Victoria Network of any product you use to access the Service(s).
- 24.4. You agree to indemnify us against any damage, expense, loss or liability including consequential loss that we suffer or incur directly or indirectly due to:
- (a) your failure to comply with your obligations under this Agreement;



- (b) any loss of, or damage to (excluding fair wear and tear) any Equipment we provide to you
 - (c) the use or attempted use by any person (including you) of the Service;
 - (d) the actions of any person with an interest in Your Premises in connection with the installation, maintenance or removal of the Services.
- 24.5. You agree to indemnify us in relation to any liability arising from or in connection with suspension or disconnection of your service, including in relation to any third party claiming through you.

25. TransACT Acceptable Use Policy

- 25.1. The TransACT Acceptable Use Policy applies to the Service(s). The policy allows us to request that excessive users of the service limit their use or cease using the Service.
- 25.2. We reserve the right to determine what excessive use is and may suspend or cancel a customer's access without notice in such circumstances. We also reserve the right to charge customers for promotions or services accessed in excess of the TransACT Acceptable Use Policy.
- 25.3. We reserve the right to terminate promotions or services at any time.
- 25.4. Any TransACT Service that features unlimited calls or free calls or unlimited data may only be used for personal use and cannot be used for commercial purposes. Without limitation, TransACT considers following scenarios to be 'commercial':
- (a) use of the service for the purpose of resale or re supply of another service;
 - (b) use of the service to automatically generate calls or re-route calls or receive calls to re-route;
 - (c) use of the service on devices that re-route calls, taking advantage of the free calls, potentially generating frequent calls, long duration calls.

26. Complaints

- 26.1. We aim to resolve our customers' issues or queries quickly and professionally. Any complaints from our customers are prioritised and acted upon according to Australian Communications Industry Forum and Telecommunications Industry Ombudsman guidelines.
- 26.2. Complaints should be made in writing and addressed to:
- Compliance Officer
TransACT Communications Pty Ltd
PO Box 1006, Civic Square ACT 2608.
- 26.3. Should you be dissatisfied with our response, you are entitled to raise certain matters directly with the Australian Competition and Consumer Commission or the Telecommunications Industry Ombudsman.

27. Notices

- 27.1. We will notify you individually by:

- (a) mail sent to your Billing Address (including bill insert or direct mail);
- (b) email (if agreed to within your application); or
- (c) SMS to your service number.

27.2. Unless otherwise stated you must notify us by:

- (a) mail addressed to:
Customer Activation Group
TransACT House
PO Box 1006
Civic Square ACT 2608
or such other address as set out in the Plan Details from time to time; or
- (b) facsimile addressed to Customer Activation Group and sent to:
(02) 6229 8011 or such other number as set out in the Plan Details from time to time; or
- (c) by contacting our Contact Centre on: 13 30 61 (between the hours set out in the User Guide) or such other numbers as set out in the Plan Details from time to time.

28. Force majeure – unforeseen events causing delay

28.1. If we (**affected party**):

- (a) are prevented from or delayed in performing an obligation (other than to pay money) by a prescribed event;
- (b) as soon as possible after the prescribed event occurs, notify you of full particulars of:
 - (i) the prescribed event;
 - (ii) the effect of the prescribed event on performance of the affected party's obligations;
 - (iii) the anticipated period of delay; and
 - (iv) the action (if any) the affected party intends to take to mitigate or remove the effect and delay; and
- (c) promptly and diligently acts to mitigate or remove the prescribed event and its effect;

then:

- (d) the obligation is suspended during, but for no longer than, the period the prescribed event continues and such further period as is reasonable in the circumstances; and
- (e) if the affected party is prevented from or delayed in performing the obligation by the prescribed event for at least 60 days, we may by notice to the other party terminate this agreement.

28.2. The party, which is not the affected party, must use reasonable endeavours to remove or mitigate the prescribed event and its effects.



- 28.3. Nothing in clause 28.1.2(iv) or clause 28.2 obliges either party to settle any strike, lockout, ban, limitation of work or other industrial disturbance.
- 28.4. In this clause **prescribed event** means any of the following events:
- (a) act of God;
 - (b) war, terrorism, riot, insurrection, vandalism or sabotage;
 - (c) lightning;
 - (d) storm or other adverse weather conditions;
 - (e) explosion;
 - (f) failure of third party suppliers;
 - (g) power surge or failure;
 - (h) breakdown of plant, machinery or equipment;
 - (i) strike, lockout, ban, limitation of work or other industrial disturbance; or
 - (j) law, rule or regulation of any government or governmental agency, and executive or administrative order or act of general or particular application;
- which occurs without the fault or negligence of the affected party.

29. Miscellaneous

- 29.1. 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.
- 29.2. The laws of the Victoria govern this agreement.
- 29.3. This 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.
- 29.4. We may:
- (a) assign our rights; or
 - (b) novate our rights and obligations, under this Agreement without your consent.
- 29.5. You may not assign your rights under this agreement without our prior written consent.
- 29.6. You must, if reasonably requested by us:
- (a) appoint us as your attorneys; and
 - (b) provide all assistance reasonably required by us, to effect any assignment or novation contemplated by the operation of clause 29.4, including but not limited to executing documents effecting an assignment or a novation on your behalf as your attorney.
- 29.7. We may pay commissions to any person who introduces you to us.
- 29.8. In this agreement, references to the singular are references to the plural (and vice versa).

29.9. If anything in this agreement is unenforceable, illegal or void then it is severed and the rest of this agreement remains in force.

29.10. Termination of this agreement for any reason does not:

- (a) affect any rights or obligations of the parties which by their nature survive termination, including clauses 15, 16, 22, 25 and 28; and
- (b) waive any breach of this agreement, and is without prejudice to and does not limit any rights, remedies, liabilities or obligations of either party which have accrued up to the date of termination or expiry, including the right of indemnity.

30. Disputes

30.1. If a dispute arises under the Agreement, you may have rights under the Telecommunications Industry Ombudsman (TIO) scheme. For further information go to www.tio.com.au or call the TIO on 1800 062 058 or (TTY) 1800 675 692.

31. Dictionary

- (1) **Absolute Credit Limit** means the amount that we have assessed as being the total amount that your Account may reach at any point in time.
- (2) **Account** means your account with us for the service.
- (3) **ACMA** means the Australian Communications and Media Authority.
- (4) **Advance payment** means a payment payable by you against future charges likely to be incurred on your Account.
- (5) **Agreement** has the meaning set out in clause 1.2.
- (6) **Application** means either:
 - (i) the recorded information exchanged between us in relation to an application for services made over the telephone; or
 - (ii) 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 "Application Form", "Service Application Form", "Customer Authorisation Form", "Customer Authority to recover and issue mobile service number", "Porting Application Form" or similar.
- (7) **Assessment Policies** means the policies used by us to assess credit worthiness.
- (8) **Australian Consumer Law** is the law set out in Schedule 2 to the Competition & Consumer Act 2010 (Cth).
- (9) **Available Service Area** means locations in which the TransACT Victoria Network is capable of providing service.
- (10) **Bill** means the tax invoice we provide detailing the Charges on your Account.
- (11) **Bill Address** means the address provided in your Application as the address to which Bills and other information should be delivered.
- (12) **Billing Period** means the period in which you are billed by us for service. You will have 12 billing periods per year unless we advise otherwise.
- (13) **Charges** means the charges, fees and rates notified by us from time to time (including in the Plan Details) and payable by you for processing an Application, connection of an account, issuing of a Service Number and use of the Service(s) and

Equipment (including via any promotion) and including any additional amounts of applicable GST.

- (14) **Consequential Loss** means any loss or damage arising from a breach of contract, tort (including negligence), under statute or any other basis in law or equity including, without limitation, the following:
- (a) any financial or economic loss, including loss of profit or loss of anticipated profits, loss of revenue, loss of production, loss of business continuity, loss of use, loss or denial of opportunity, including loss of contract, loss or corruption of data, loss of access to markets, loss of business reputation, future reputation or publicity, damage to credit rating, loss of intangible assets or loss of value of intangible assets (including without limitation goodwill), increased cost of working or payment of any liquidated sums, penalties or damages under any other agreement, relationship or understanding (other than this Agreement);
 - (b) any loss which does not arise naturally from a breach of this Agreement, irrespective of any particular knowledge that the other party may have in respect of that loss or breach; or
 - (c) any loss resulting from liability of the other party to any third person howsoever and whensoever arising; or
 - (d) indirect, remote, abnormal or unforeseeable damage, loss or expense
- or any similar loss whether or not in the reasonable contemplation of the parties at the time of execution of the contract.
- (15) **Consumer Guarantee** has the meaning given in Division 1 of Part 3-2 of the Australian Consumer Law.
- (16) **Contact Centre** means our customer contact centre used to receive and respond to your enquiries and concerns. The Contact Centre may be contacted via phone, mail or email. See the TransACT Website or phone 13 30 61.
- (17) **Credit Limit** means the amount of credit we are willing to allow you to access in terms of unpaid Charges on your Account as a result of our Assessment Policies.
- (18) **Credit Management Action** means any action undertaken by us or another party acting on our behalf to:
- (a) limit or manage your access to our service to ensure payment for use of the service;
 - (b) manage payment of your Account;
 - (c) assessing your existing or on-going credit worthiness.
- (19) **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).
- (20) **CSG Waiver** means the form entitled, "TransACT Victoria Communications Pty Limited Customer Service Guarantee Standard Waiver" (or similar).
- (21) **Determination** means Telecommunications (Standard Form of Agreement Information) Determination 2003 (as amended)
- (22) **Due Date** means the date the amount shown on your Bill is due to be paid to us. The due date will not be less than 14 days after the date of the Bill.



- (23) **Early Termination Payment** means a genuine pre-estimate of the loss we will incur as a result of your termination of this Agreement within the Minimum Term and includes our costs of installing and provisioning the Service.
- (24) **Equal terms** means cancellation without incurring fees or charges other than Charges incurred up to the date of termination and any outstanding costs for installation services or for any product that can be used in connection with another service provider.
- (25) **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, telephony devices, cabling and outlets and network distribution boxes, but does not include:
- (a) telephone handsets or equipment; or
 - (b) installation points or connections installed by us in Your Premises; or
 - (c) any equipment purchased from us under this Agreement.
- (26) **GST** means the tax imposed by *A New Tax System (Goods and Services Tax Imposition General) Act 1999 (Cth)* and any regulations thereto or such other Act and regulations of equivalent effect.
- (27) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.
- (28) **GST supply** means a supply as defined in and which is subject to liability for GST under the GST Act.
- (29) **Insolvency Event** means the happening of any of these events in relation to a party (**defaulting party**):
- (a) execution or other process of a court or authority or distress is levied for an amount exceeding \$10,000 upon any of the defaulting party's property and is not satisfied, set aside or withdrawn within 7 days of its issue;
 - (b) an order for payment is made or judgment for an amount exceeding \$10,000 is entered or signed against the defaulting party which is not satisfied within 7 days;
 - (c) the defaulting party suspends payment of its debts;
 - (d) where the defaulting party is a body corporate:
 - (i) the defaulting party becomes an externally-administered body corporate under the *Corporations Act 2001 (Cth)*;
 - (ii) steps are taken by any person towards making the defaulting party an externally-administered body corporate (but not where the steps taken consist of making an application to a court and the application is withdrawn or dismissed within 14 days);
 - (iii) a controller (as defined in section 9 of the *Corporations Act 2001 (Cth)*) is appointed over any of the property of the defaulting party or any steps are taken for the appointment of such a person (but not where the steps taken are reversed or abandoned within 14 days);
 - (iv) the defaulting party is taken to have failed to comply with a statutory demand within the meaning of section 459F of the *Corporations Act 2001 (Cth)*; or
 - (v) a resolution is passed for the reduction of capital of the defaulting party or notice of intention to propose such a resolution is given, without the prior written consent of the other party;
 - (e) where the defaulting party is a natural person:



- (i) the defaulting party authorises a registered trustee or solicitor to call a meeting of his or her creditors or proposes or enters into a deed of assignment or deed of arrangement or a composition with any of his or her creditors;
 - (ii) a person holding a security interest in assets of the defaulting party enters into possession of or takes control of any of those assets or takes any steps to enter into possession of or take control of any of those assets; or
 - (iii) the defaulting party commits an act of bankruptcy; or
 - (f) an event happens analogous to an event specified in clauses 29(a) to 29(e) to which the law of another jurisdiction applies and the event has an effect in that jurisdiction similar to the effect which the event would have had if the law of Australia applied.
- (30) **Integrated Public Number Database** has the same meaning given to it in the Telecommunications Act.
- (31) **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.
- (32) **Keyword** means the secret word chosen by you in your application as a means to confirm or assist to confirm your identity.
- (33) **Late Payment Fee** means the pro rata amount we calculate we incur as a result of your late payment of the Charges.
- (34) **Minimum Term** means either 6, 12 or 24 months, as set out in the Application and/or Plan Details for your Equipment(s) and Service(s).
- (35) **Network** means a telecommunications network, including equipment, facilities or cabling.
- (36) **Personal Information** has the same meaning provided under the *Privacy Act 1988*
- (37) **Plan Details** means any specific terms or details (including Charges) agreed by you and us in your Application or any other specific terms or details applicable to the Service(s), set out in the relevant Schedule(s) to this Agreement and/or published on the TransACT Website.
- (38) **Primary contact details** mean the contact details provided for you in your application or as amended by you.
- (39) **Privacy Policy** means our privacy policy as provided to customers from time to time or made available on the TransACT Website.
- (40) **Promotions** has the meaning set out in clause 1.5.
- (41) **Reasonable Notice** means notice that is reasonable in the particular circumstances, taking into account the considerations set out in clause 11(2) of the Determination.
- (42) **Related Body Corporate** has the same meaning as in section 50 of the *Corporations Act 2001 (Cth)*.
- (43) **Returnable 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 or telephony devices, excluding equipment you have purchased from us under this Agreement.
- (44) **Security Bond** means the security bond in an amount nominated by us that you provide under clause 19.
- (45) **Service(s)** means any and all of the digital mobile telecommunications, data services, internet, television, installation and other services contained in the

Schedules to this Agreement that you select in the Application or by subsequent notice to us.

- (46) **Service Number** means the telephone number(s) used in connection with the Services
- (47) **Supplier** means a third party supplier of goods or services to us that are necessary to provide the Services and Equipment to you, including a wholesaler of telecommunications services that provides carriage services to us for on-selling to end users
- (48) **Telecommunications Act** means the *Telecommunications Act 1997 (Cth)*, including any regulations or other subordinate rules made under the Act.
- (49) Telephone Service means the telephone service provided by us to you.
- (50) **Third Party Services** means the services provided by third parties to you under one or more agreements.
- (51) **TransACT Acceptable Use Policy** means the fair use policy detailed on the TransACT Website as amended from time to time.
- (52) **TransACT Victoria HFC Network** means the Hybrid Fibre-Coaxial network operated by us in Ballarat, Geelong and Mildura.
- (53) **TransACT Victoria 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, and includes the TransACT Victoria HFC Network.
- (54) **TransACT website** means the website located at url www.transact.com.au (or other URL notified to you) as amended from time to time.
- (55) **Us / we / our / TransACT** means TransACT Victoria Communications Pty Limited (ACN 063 024 475) and includes our Related Bodies Corporate, employees, agents and contractors.
- (56) **User Guide** means the user guide for the Service(s) as amended and available from the TransACT Website.
- (57) **You / your** means the person named in the application who requests the service and where two or more persons have applied, means those persons individually and every two or more of them jointly.
- (58) **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.
- (59) **Your Premises** means the premises specified by you in your Application as the location for the provision of the Services.

Schedule 1 – Residential Services

1. Broadband Internet products	
HomeWEB (only available on the TransACT Victoria HFC Network)	
Usage quota	Pricing and inclusions
10GB (5GB peak + 5GB off-peak)	\$40/month
100GB (50GB peak + 50GB off-peak)	\$60/month
200GB (100GB peak + 100GB off-peak)	\$80/month
400GB (200GB peak + 200GB off-peak)	\$100/month
1TB (500GB peak + 500GB off-peak)	\$130/month
All HomeWEB services include:	Dynamic IP Address 20MB Personal Storage 2 Email Addresses
Speed packs (optional speed upgrades to above services)	
60Mbps download 4Mbps upload	\$15 extra per month
100Mbps download 8Mbps upload	\$30 extra per month

- HomeWEB services are only available on the TransACT Victoria HFC Network.
- Minimum contract term of 12 months applies.
- HomeWEB service speeds are 30Mbps download and 2Mbps upload unless a 'Speed pack' is ordered.
- HomeWEB peak times are 7am to 1am the following day. Off-peak times are 1am to 7am daily.
- Both uploads and downloads are counted towards HomeWEB Usage quotas. For example, 5M of data downloaded and 2M of data uploaded will count as 7M towards the usage quota.
- The speed of HomeWEB services which reach their usage quota is restricted to 64kbps download and 64kbps download in the applicable peak or off-peak period, until the end of the billing period, unless additional data blocks are purchased.
- Unused usage quotas are forfeited and cannot be rolled over into the following period.
- Speeds specified are the maximum theoretical speed of the service and the real-world performance of the service for accessing Internet content will depend on a number of factors including the number of other HomeWEB customers in the vicinity of the customer using the service at the same time, the performance of the global Internet and the speed and utilization of the Internet connection for the source of the content accessed by the customer.



ADSL (speeds expressed as download/upload speed in kbps) (1Mbps = 1000kbps)	
Usage quota	Price and line speed
3 GB	\$67.95/month at 8000/384kbps Excess usage charged at 15 c/Mb
15GB	\$79.95/month at 1500/256kbps Excess usage charged at 15 c/Mb
20GB (10GB peak + 10GB off-peak)	\$49.95/month at 1500/256kbps Service is rate-limited once quota reached
60GB (30GB peak + 30GB off-peak)	\$99.95/month at 8000/384kbps Service is rate-limited once quota reached
100GB (50GB peak + 50GB off-peak)	\$119.95/month at 8000/384kbps Service is rate-limited once quota reached
All ADSL services include:	Dynamic IP Address 20MB Personal Storage 2 Email Addresses

1. ADSL services may not be available in all areas.
2. Minimum contract term of 12 months applies.
3. ADSL peak times are 7am to 1am the following day. Off-peak times are 1am to 7am daily.
4. Only downloads are counted towards ADSL Usage quotas. For example, 5M of data downloaded and 2M of data uploaded will count as 5M towards the usage quota.
5. If an ADSL service reaches its usage quota:
 - a. If the table above states that rate-limiting applies, the speed of the service will be limited to 64kbps download and 64kbps download in the applicable peak or off-peak period, until the end of the billing period, unless additional data blocks are purchased.
 - b. If the table above states that excess usage is charged, it will be charged at the applicable rate but the service speed will be unaffected.
6. Unused usage quotas are forfeited and cannot be rolled over into the following period.
7. Speeds specified are the maximum theoretical line speed of the service and the real-world performance of the service for accessing Internet content will depend on a number of factors including the length of the phone line between the Customer's premises and the relevant Telstra exchange, the characteristics and performance of that phone line, the performance of the global Internet and the speed and utilization of the Internet connection for the source of the content accessed by the customer.

Data blocks	
Additional usage quota	Price
1GB	\$10
3GB	\$20
5GB	\$30
20GB	\$60
40GB	\$80

Additional Services	
Additional email accounts	<ul style="list-style-type: none"> • \$6 each per month or • \$50 per month for 10
Additional computers to cable modem	<ul style="list-style-type: none"> • \$10 per month
Extra points	<ul style="list-style-type: none"> • \$66.00 at the time of installation • \$99.00 post installation (ie. Truck roll required)
Extra Cable Leads (up to 6 metres)	<ul style="list-style-type: none"> • \$3.30 per meter



Bundle discount	
Bundling HomeTALK + HomeWEB	<ul style="list-style-type: none">• \$10 discount when bundling eligible voice & broadband products



2. Equipment charges	
Cable Modem/Voice	
Arris EMTA	<ul style="list-style-type: none"> • \$120.00 • Purchase Fee / Replacement Fee for damaged or unreturned equipment (as applicable)
Battery for EMTA (2 hours backup)	<ul style="list-style-type: none"> • \$54.95
ADSL	
Netcomm NB6 - USB/Ethernet 1 port	<ul style="list-style-type: none"> • \$99.00
Dynalink 1335 - 4 Port Router/Modem	<ul style="list-style-type: none"> • \$149.00
Netcomm NB6W - 4 Port Router/Modem Wireless	<ul style="list-style-type: none"> • \$209.00
ADSL Central Splitter	<ul style="list-style-type: none"> • \$37.00 • Only One Central Splitter is required for whole house • Filters out ADSL signals to allow simultaneous use of telephone and ADSL service • Can be hard-wired or used with modular connections
ADSL In-line Micro filter	<ul style="list-style-type: none"> • \$19.00 • Filters out ADSL signals to allow simultaneous use of telephone and ADSL service • Includes a pass through jack for modem, removing the need for a double adaptor.
Set-Top Box	
Standard Set-Top Box	<ul style="list-style-type: none"> • \$150.00 • Purchase Fee / Replacement Fee for damaged or unreturned equipment (as applicable)



3. Connection/installation Charges	
Connection Charges for TransACT Victoria HFC Network	
Standard connection where no previous connection is in place or connection is inactive	<ul style="list-style-type: none"> • 12 month contract \$200.00 • 24 month contract \$0 • 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. • 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 TransACT Victoria ADSL Areas	
Standard connection	<ul style="list-style-type: none"> • \$99.00 • The connection charge is included on the first invoice.
ADSL Central Splitter	<ul style="list-style-type: none"> • \$37.00 • Only One Central Splitter is required for whole house • Filters out ADSL signals to allow simultaneous use of telephone and ADSL service • Can be hard-wired or used with modular connections
ADSL In-line Micro filter	<ul style="list-style-type: none"> • \$19.00 • Filters out ADSL signals to allow simultaneous use of telephone and ADSL service • Includes a pass through jack for modem, removing the need for a double adaptor.



4. Phone Services	
HomeTALK 1 (only available on the TransACT Victoria HFC Network)	
Line Rental	<ul style="list-style-type: none">• \$20.00
Installation Charge	<ul style="list-style-type: none">• 12 month contract, \$200• 24 month contract, \$0
Local Calls	<ul style="list-style-type: none">• 18 ¢ (untimed)
National Calls	<ul style="list-style-type: none">• 18¢ per minute (plus 39¢ connection fee)• \$1.75 for the first hour• \$2.50 for the first two hours
Calls to 13xx numbers	<ul style="list-style-type: none">• 25¢ untimed
Calls to 18 or 18xx numbers	<ul style="list-style-type: none">• Free
000 calls	<ul style="list-style-type: none">• Free
International Calls	<ul style="list-style-type: none">• 39 ¢ connection fee• Please see our website for a full list of international rates

Optional packages (must be purchased with HomeTALK 1 service):

HomeTALK Local Call Pack	
Additional cost	<ul style="list-style-type: none">• \$10 per month
Local Calls	<ul style="list-style-type: none">• Free

HomeTALK Local and National Call Pack	
Additional cost	<ul style="list-style-type: none">• \$30 per month
Local Calls	<ul style="list-style-type: none">• Free
National	<ul style="list-style-type: none">• Free

Other phone features	
Voicemail	<ul style="list-style-type: none">• \$3.30 per month
Extra points	<ul style="list-style-type: none">• \$66.00 at the time of installation• \$99.00 post install (ie. Truck roll required)



5. Web hosting and email services	
Plans	
E-Basic	<ul style="list-style-type: none">• \$9.95 per month• 1 GB monthly data transfer• 500 MB storage space• 15 Email accounts
E-basic-2	<ul style="list-style-type: none">• \$16.95 per month• 5 GB monthly data transfer• 500 MB storage space• 30 email accounts
Web-1	<ul style="list-style-type: none">• \$19.95 per month• 10 GB monthly data transfer• 1 GB storage space• 50 email accounts
Web-2	<ul style="list-style-type: none">• \$27.95 per month• 10 GB monthly data transfer• 1 GB storage space• 100 email accounts
Biz-1	<ul style="list-style-type: none">• \$39.95 per month• 25 GB monthly data transfer• 2 GB storage space• 100 email accounts
Biz-2	<ul style="list-style-type: none">• \$49.95 per month• 30 GB monthly data transfer• 4 GB storage space• 100 email accounts
Ent-1	<ul style="list-style-type: none">• \$89.95 per month• 50 GB monthly data transfer• 10 GB storage space• 150 email accounts
Other charges	
DNS Hosting	<ul style="list-style-type: none">• \$5.50 per month
Domain Registration	<ul style="list-style-type: none">• \$60 E-Basic, E-basic-2, Web-1• \$40 Web-2, Biz-1, Biz-2, Ent-1



6. Cable TV services	
Base Packages	
Bronze Pack	<ul style="list-style-type: none">• \$19.95 per month• Includes VHM, MTV, MCM, Cartoon Network, Sky Racing, ESPN, Sky News, CNN, BBC World, Bloomberg Television, CNBC, Now TV, Australian Christian Channel, World Fashion and ABC2, NITV.
Silver Package	<ul style="list-style-type: none">• \$39.95 per month• Includes VHM, MTV, MCM, Cartoon Network, Sky Racing, SAPN, Sky News, CNN, BBC World, Bloomberg, CNBC, Now TV, Australian Christian Channel, World Fashion,, ABC2, Disney Channel, Playhouse Channel, Hallmark, Movie One, Movie Extra, Movie Greats and TCM, NITV.
Gold Package	<ul style="list-style-type: none">• \$54.95 per month• VHM, MTV, MCM, Cartoon Network, Sky Racing, ESPN, Sky News, CNN, BBC World, Bloomberg, CNBC, Now TV, Australian Christian Channel, World Fashion, ABC2, Disney Channel, Playhouse Channel, Movie One, Movie Extra, Movie Greats, TCM, Hallmark, National Geographic, Animal Plant, Discovery Science, Discovery Real Time, Discovery Travel & Living and Discovery Home & Health, NITV.

Cable TV services are only available on the TransACT Victoria HFC Network



7. Miscellaneous Charges	
Billing-related charges	
Dishonour fee	<ul style="list-style-type: none"> • \$16.50 • A dishonour fee is incurred if TransACT Victoria debits your nominated bank account or credit card and the payment is denied.
Late payment fee	<ul style="list-style-type: none"> • \$11.00 • Incurred if your payment is not received by the due date in accordance with your invoice terms.
Reconnection Fee (Cable Broadband, Premium+ Broadband, Cable TV and NC Phone)	<ul style="list-style-type: none"> • \$66.00 • Reconnection fee after suspension (after termination and/or after more than 7 days of suspensions) • If within 7 days of suspension, fee is \$25
Reconnection Fee (ADSL Services)	<ul style="list-style-type: none"> • \$99.00 • You must maintain your active phone service to be able to re-connect this service or you may incur extra costs from your phone service provider.
Callout charges	
Service call-out	<ul style="list-style-type: none"> • No charge if due TransACT Victoria network or equipment failure. • \$66.00 call-out fee applies to all other scenarios

8. Changes to services - Current	
Relocation of services	
Relocation Fee (moving to other premises)	<ul style="list-style-type: none"> • \$99.00 • With regard to ADSL you must maintain your active phone service to be able to re-connect this service or you may incur extra costs from your phone service provider.
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.
To a family member at the same premises/install address	<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.
Administration fee	
Change of plan	<ul style="list-style-type: none"> • A package change administration fee of \$20.00 applies when the dollar value of the monthly access fee for the new contract is less than the old.
Removal of service	<ul style="list-style-type: none"> • A service removal fee of \$50 applies when one or more service is removed from a package within contract



Schedule 2 – Business Services

1. Broadband Internet products	
BizWEB (only available on the TransACT Victoria HFC Network)	
Usage quota	Pricing and inclusions
20G (10GB peak + 10GB off-peak)	\$50/month
150GB (75GB peak + 75GB)	\$80/month
600GB (300GB peak + 300GB off-peak)	\$130/month
1.2TB (600GB peak + 600GB off-peak)	\$190/month
2TB (1TB peak + off-peak 1TB)	\$270/month
All BizWEB services include	1 static IP address
Speed packs (optional speed upgrades to above services)	
60Mbps download 4Mbps upload	\$25 extra per month
100Mbps download 8Mbps upload	\$40 extra per month

1. BizWEB services are only available on the TransACT Victoria HFC Network.
2. Minimum contract term of 12 months applies.
3. BizWEB service speeds are 30Mbps download and 4Mbps upload unless a 'Speed pack' is ordered.
4. BizWEB peak times are 7am to 1am the following day. Off-peak times are 1am to 7am daily.
5. Both uploads and downloads are counted towards BizWEB Usage quotas. For example, 5M of data downloaded and 2M of data uploaded will count as 7M towards the usage quota.
6. The speed of BizWEB services which reach their usage quota is restricted to 64kbps download and 64kbps download in the applicable peak or off-peak period, until the end of the billing period, unless additional data blocks are purchased.
7. Unused usage quotas are forfeited and cannot be rolled over into the following period

Data blocks	
Additional usage quota	Price
1GB	\$10
3GB	\$20
5GB	\$30
20GB	\$60
40GB	\$80

Bundle discount	
Bundling BizTALK + BizWEB	<ul style="list-style-type: none"> • \$10 discount when bundling eligible voice & broadband products



2. Equipment charges	
Cable Modem/Voice	
Arris EMTA	<ul style="list-style-type: none"> • \$120.00 • Purchase Fee / Replacement Fee for damaged or unreturned equipment (as applicable)
Battery for EMTA (2 hours backup)	<ul style="list-style-type: none"> • \$54.95
ADSL	
Netcomm NB6 - USB/Ethernet 1 port	<ul style="list-style-type: none"> • \$99.00
Dynalink 1335 - 4 Port Router/Modem	<ul style="list-style-type: none"> • \$149.00
Netcomm NB6W - 4 Port Router/Modem Wireless	<ul style="list-style-type: none"> • \$209.00
ADSL Central Splitter	<ul style="list-style-type: none"> • \$37.00 • Only One Central Splitter is required for whole house • Filters out ADSL signals to allow simultaneous use of telephone and ADSL service • Can be hard-wired or used with modular connections
ADSL In-line Micro filter	<ul style="list-style-type: none"> • \$19.00 • Filters out ADSL signals to allow simultaneous use of telephone and ADSL service • Includes a pass through jack for modem, removing the need for a double adaptor.
Set-Top Box	
Standard Set-Top Box	<ul style="list-style-type: none"> • \$150.00 • Purchase Fee / Replacement Fee for damaged or unreturned equipment (as applicable)

3. Connection/installation charges	
Connection Charges for TransACT Victoria HFC areas	
Standard connection where no previous connection is in place or connection is inactive	<ul style="list-style-type: none"> • 12 month contract \$200.00 • 24 month contract \$0 • For business premises 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 premises and one or two outlets depending on services selected. • 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 premises and one or two outlets depending on services selected. • Connection price and contract terms are negotiated with TransACT prior to installation. • Site inspection required.



4. Phone services (Only available in TransACT Victoria HFC areas)	
BizTalk 1	
Monthly line rental	<ul style="list-style-type: none"> • \$29.90
Installation Charge	<ul style="list-style-type: none"> • 12 month contract, \$198 • 24 month contract, \$0
TransACT to TransACT	<ul style="list-style-type: none"> • Free
Local Calls	<ul style="list-style-type: none"> • 16¢ (untimed)
National calls	<ul style="list-style-type: none"> • 12¢ per minute plus • 10¢ connection fee
Calls to 13 or 13xx numbers	<ul style="list-style-type: none"> • 25¢ untimed
Calls to any mobiles in Australia	<ul style="list-style-type: none"> • 29 ¢ connection fee • 33.3 ¢ per minute, billed per second
Calls to 18 or 18xx numbers	<ul style="list-style-type: none"> • Free
000 calls	<ul style="list-style-type: none"> • Free
International Calls	<ul style="list-style-type: none"> • 25¢ connection fee • Please see our website for a full list of international rates
TransBIZ 2 (Basic rate ISDN digital phone service)	
Monthly line rental	<ul style="list-style-type: none"> • \$58/month • 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.
Installation Charge	<ul style="list-style-type: none"> • 12 month contract, \$250 • 24 month contract, \$0
Local call rates	<ul style="list-style-type: none"> • Free to other TransTALK and TransBIZ customers. • All other local calls 16 cents per call.
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"> • 25¢ connection fee • Please see our website for a full list of international rates
TransBIZ 10/23/30 (ISDN digital phone service)	
Monthly line rental	<ul style="list-style-type: none"> • TransBIZ 10 – \$234 /month • TransBIZ 20 – \$458 /month • TransBIZ 30 – \$654 /month • Minimum of 12-month contract applies.
Installation Charge	<ul style="list-style-type: none"> • 12 month contract, \$1500 - TransBIZ 10 • 24 month contract, \$0 - TransBIZ 10 • 12 month contract, \$2000 - TransBIZ 20 • 24 month contract, \$0 - TransBIZ 20 • 12 month contract, \$2250 - TransBIZ 30 • 24 month contract, \$0 - TransBIZ 30
Local call rates	<ul style="list-style-type: none"> • TransACT to TransACT free. • All other local calls 14 cents per call.
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"> • 27 cents per minute plus 25-cent connection fee.
International call rates	<ul style="list-style-type: none"> • 25¢ connection fee • Please see our website for a full list of international rates



Other phone features	
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

5. TV Packages (only available on the TransACT Victoria HFC Network)	
Cable T.V. Public Viewing & Hotel/Motel Packages (standard packages)	
Public Viewing Area (PVA)	<ul style="list-style-type: none"> • \$99.95 per month • Installation charges \$132 dependent on site evaluation • Cartoon Network, Animal Planet, Discovery Channels, MCM, Sound Track Channel, ESPN, Sky News, CNN, CNBC, BBC World, Fashion TV, NITV
Public Viewing Area Lite (PVA Lite)	<ul style="list-style-type: none"> • \$39.95 per month • Installation charges \$132 dependent on site evaluation • Cartoon Network, Animal Planet, Discovery Channels, Sound Track Channel, ESPN, Sky News, CNBC, Fashion TV, NITV
Motel Pack 1	<ul style="list-style-type: none"> • \$15.40 per room per month • Installation charges dependent on site evaluation • National Geographic, Animal Planet, Now, Discovery Channels, Sound Track Channel, Hallmark, Movie Network, ESPN, Sky News, Deutsche Welle, NITV
Motel Pack 2	<ul style="list-style-type: none"> • \$15.40 per room per month • Installation charges dependent on site evaluation • Disney Channel, Playhouse Disney, Animal Planet, Discovery Channels, Movie Network, ESPN, Sky News, NITV
Motel Pack 3	<ul style="list-style-type: none"> • \$10.00 per room per month • Installation charges dependent on site evaluation • Boomerang, Nat Geo, ESPN, NITV
Motel Pack 4	<ul style="list-style-type: none"> • \$15.40 per room per month • Installation charges dependent on site evaluation • Now TV, Hallmark, Movie Network, Sky News, Bloomberg, Deutsche Welle, NITV
Motel Pack 5	<ul style="list-style-type: none"> • \$21.45 Per room per month • Installation charges dependent on site evaluation • Cartoon Network, Disney Channel, Playhouse Disney Nat Geo, Animal Planet, Discovery Channels, Movie Network, ESPN, Sky News, NITV
Motel Pack 6	<ul style="list-style-type: none"> • \$27.50 Per room per month • Installation charges dependent on site evaluation • Boomerang, Nat Geo, Discovery H&L, MCM, Movie Network, ESPN, Sky News, CNN, CNBC, BBC World, Bloomberg, NITV

6. Miscellaneous Charges – Current	
Billing-related charges	
Dishonour fee	<ul style="list-style-type: none"> • \$16.50 • A dishonour fee is incurred if TransACT debits your nominated bank account or credit card and the payment is denied.
Late payment fee	<ul style="list-style-type: none"> • \$11.00 • Incurred if your payment is not received by the due date in accordance with your invoice terms.
Reconnection Fee (Cable Broadband, Premium+ Broadband, Cable TV and	<ul style="list-style-type: none"> • \$66.00 • Reconnection fee after suspension (after termination and/or after more than 7 days of suspensions)



Phone)	<ul style="list-style-type: none"> If within 7 days of suspension, fee is \$25
Reconnection Fee (ADSL Services)	<ul style="list-style-type: none"> \$99.00 You must maintain your active phone service to be able to re-connect this service or you may incur extra costs from your phone service provider.
Callout charges	
Service call-out	<ul style="list-style-type: none"> No charge if due to TransACT Victoria network or equipment failure. \$66.00 call-out fee applies to all other scenarios

7. Changes to services

Relocation of services

Relocation Fee (moving to other premises)	<ul style="list-style-type: none"> \$99.00 With regard to ADSL you must maintain your active phone service to be able to re-connect this service or you may incur extra costs from your phone service provider.
--	--

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.
--	---

Administration fee

Change of plan	<ul style="list-style-type: none"> A package change administration fee of \$20.00 applies when the dollar value of the monthly access fee for the new contract is less than the old.
-----------------------	---

Schedule 3 – FetchTV Service End User Terms

1. Definitions and Interpretation

1.1 In these FetchTV Service End User Terms:

Activate or **Activated** means the date the FetchTV Service or an Add-On is activated or deemed Activated and Charges start;

Add-Ons means interactive services and certain a la carte content, channels and packages;

Agreement means the Standard Form of Agreement for TransACT Victoria Communications Pty Ltd (ACN 063 024 475) registered with the Australian Communications and Media Authority from time to time;

ARRIS TG852 modem means a 4-port, Docsis 3 VOIP/Multi-cast compatible modem

Australian Consumer Law means Schedule 2 to the Competition and Consumer Act 2011 (Cth);

Broadband Service means a high speed internet connection provided by us, connected to the TransACT Docsis 3 network (using the supplied Docsis 3 compatible modem);

Content means all content, including audio, video, pictures, graphics, text, data and any other information (other than content made available generally by third parties via the Internet), which is delivered to you through the FetchTV Service;

Decline Fee means a genuine pre-estimate of the cost incurred by us as a result of a failed direct debit or direct credit payment that you have authorised. As at March 2012, the fee is \$8. We may increase this fee annually, in line with the consumer price index and any additional costs we incur (for example, increased supplier costs), without direct notice to you. This Schedule 3 will be updated with the new fee and the updated Agreement will be registered with the Australian Communications and Media Authority and posted on our website.

Downgrade Fee means a genuine pre-estimate of the cost incurred by us as a result of you downgrading your package from Fetch Entertainment to Fetch Starter. As at March 2012, the fee is \$20. We may increase this fee annually, in line with the consumer price index and any additional costs we incur (for example, increased supplier costs), without direct notice to you. This Schedule 3 will be updated with the new fee and the updated Agreement will be registered with the Australian Communications and Media Authority and posted on our website.

Early Termination Fee means a genuine pre-estimate of the loss we will incur as a result of your termination of this Schedule 3 or cancellation of the FetchTV Service within the Minimum Term (as defined in this Schedule 3) and includes our costs of installing and provisioning the FetchTV Service and costs we are obliged to pay our suppliers. The applicable fee is assessed by reference to the following table:

Time Remaining of Minimum Term	Fee (inc GST)
Less than 21 days after the Activation	\$110.00
22 days to 6 months	\$430.00
month 7 to 12	\$310.00
month 13 to 18	\$190.00
month 19 to 24	\$ 60.00

Electronic Program Guide means the interactive on-screen linear channel guide

Equipment Non Return Fee means a genuine pre-estimate of the loss we will incur if you do not follow our reasonable instructions and return the equipment to a location nominated by us:

Equipment Type	Fee (inc GST)
ARRIS 852 modem	\$150
PowerGrid power line convertor	\$110
Wireless Bridge	\$140
FetchTV Set Top Box	\$399
Fetch TV Remote	\$55

We may increase these fees annually, in line with the consumer price index and any additional costs we incur (for example, increased supplier costs), without direct notice to you. This Schedule 3 will be updated with the new fee(s) and the updated Agreement will be registered with the Australian Communications and Media Authority and posted on our website

Ethernet Cable means a data cable that meets the requirements of a Category 5 cable in ANSI/TIA/EIA-568-A;

FetchTV means FetchTV Pty Ltd, ABN 36 130 669 500;

FetchTV Equipment means the Set Top Box, remote control unit and associated cabling provided to you by us for use with the FetchTV Service;

FetchTV Service means the FetchTV subscription based television service provided to you by us via a broadband connection, including a range of content (including audio visual television content and interactive services and potentially including other content such as digital radio and other audio content services);

Information means information or documents described in each of section 276, 277 and 278 of the Telecommunications Act 1997 (Cth);

Minimum Term means the period of 24 months commencing on the date that we start providing any FetchTV Service to you in accordance with these FetchTV Service End User Terms or any other amount agreed between us;

Package means your chosen subscription package;

Pay Per View means Content purchased via the FetchTV Service that is downloaded to the Set Top Box at your request;

Personal Identification Number (PIN) means a sequence of numbers either provided to you or selected by you that is required to access some features of the FetchTV Service;

Personal Information has the same meaning as in the Privacy Act 1988 (Cth);

PowerGrid power line convertor (PLC) means a pair of communications devices that use the domestic power line to convey data

Quick Start Guide means printed instructions, provided with the Set Top Box, regarding use of the Set Top Box, navigation of the FetchTV Service and installation

Remote means the wireless piece of FetchTV Equipment used to control the Set Top Box;

Set Top Box means the main component of the FetchTV Equipment via which the FetchTV Service is delivered.

Subscription Video On Demand (SVOD) means video content available to you as part of your FetchTV Package;

TransACT Equipment means equipment provided to you by us as part of the FetchTV Service that is, at all times, owned by us and includes the ARRIS TG852 modem and either:

- (a) the PLC; or
- (b) the Wireless Bridge (if you have not purchased this from us);

TransACT Shopfront means whichever of the following locations is closest to your Address:

- (a) 10 Neerim Crescent, Mitchell Park, Ballarat, Victoria
- (b) 65 The Crescent, Mildura, Victoria
- (c) 16 Thompson Road, North Geelong, Victoria

User Behaviour Data means information from the Set Top Box(es), including information that relates to advertising, programming or any other services that are viewed, used or accessed via the Set Top Box(es);

Wireless Bridge means a pair of wireless communication devices used to convey data.

- 1.2 All other terms that are not defined in this Schedule 3 – FetchTV End User Terms (“Schedule 3”) but are defined in clause 31 (Dictionary) of the Agreement, have the meaning given to them in clause 31 of the Agreement.
- 1.3 If there is any inconsistency between this Schedule 3 and the body of the Agreement, this Schedule 3 will prevail to the extent of the inconsistency.

2. FetchTV Agreement

- 2.1 We supply the FetchTV Service to you pursuant to the terms of this Schedule 3 and:
 - (a) the terms, conditions and charges set out in the Agreement;
 - (b) TransACT’s Privacy Policy, Acceptable Use Policy and Copyright Policy; and
 - (c) Your Application,
 ((a), (b) and (c) together, being the “**Contract Documents**”).

- 2.2 This Schedule 3, relevantly incorporating the terms of the Contract Documents, constitutes a separate and discrete contract between the parties.

3. FetchTV Service Packages

- 3.1 FetchTV is a subscription IPTV and video on demand service delivered to subscribers via eligible TransACT broadband services. Subscription channels, SVOD and Pay Per View services are “unmetered” and do not count towards your monthly data allowances, however, some additional features may be metered.
- 3.2 FetchTV Services are available in the following Packages:
 - (a) FetchTV Starter; and
 - (b) FetchTV Entertainment.

4. Eligibility

- 4.1 To receive the FetchTV Service, you must:
 - (a) be at least 18 years of age;
 - (b) pass a serviceability check; and
 - (c) have a Broadband Service;
 - (d) meet (and continue to meet for the Minimum Term) a set of requirements to qualify for the FetchTV Service. These requirements may change from time to time. If they do, we will notify you in accordance with clauses 5.16 and 16 of the Agreement) To be eligible for the FetchTV Service, we check your qualification against these requirements prior to accepting your Application.



4.2 The requirements referred to in clause 4.1(d) are called the **Service Qualification Requirements** and they are:

- (a) **Modem Qualification:** The FetchTV Service requires use of an appropriate modem. In order to receive the FetchTV Service you must use an ARRIS TG852 Modem. We will supply the ARRIS 852 Modem to you and will ensure that it is capable and configured to support the FetchTV Service;
- (b) **Equipment Connectivity Qualification:** The distance between your modem and the Set Top Box must be less than 2 metres in order to be connected with the supplied Ethernet Cable.
- (c) **Ethernet:** If the distance is greater than 2 metres but less than 5 metres, you can purchase your own Ethernet cable, but we do not accept responsibility for any effect a cable we do not supply has on the FetchTV Service.
- (d) **PLC or Wireless Bridge:** If the distance between your modem and the Set Top Box is greater than 5 metres, you must use either a:
 - (1) PLC; or
 - (2) Wireless Bridge.
- (e) We will determine if the PLC is suitable for you. If it is suitable, the PLC will be provided to you by us as part of your FetchTV Service. If the PLC is not suitable for you, you must use a Wireless Bridge. We will advise you at the time of your Application whether the Wireless Bridge:
 - (1) will be supplied to you as part of the FetchTV Service; or
 - (2) must be purchased by you from us, in which case, you will own it outright from the date we receive payment for it.

Important information about communications devices

The PLCs must be on the same electrical circuit to work.

The use of other electric household items can have an impact on your electrical circuit and may degrade the quality of the FetchTV Service. Subject to the Consumer Guarantees, we do not give any guarantees about the quality of the FetchTV Service if you use a PLC or a Wireless Bridge.

- (f) **Television Qualification:** The television that you intend to use with the FetchTV Service must have a spare input that is supported by the Set Top Box. The spare input must be HDMI, composite video, component video or S-Video.
- (g) **Digital Free to Air Qualification:** Your FetchTV Service does not include a free to air signal. You must have a digital free to air service. Your digital free to air reception must meet the required standard. If your reception is variable, you may take steps to improve the reception at your own cost by repositioning the antenna, installing an amplifier, installing new cabling or upgrading your antenna.
- (h) We may extend the FetchTV service by providing digital free to air signal to you. In these circumstances, we will provide the signal to your modem port and you can access it from there. If you receive digital free to air signal via an antenna, neither the signal nor the antenna are provided by us. We have no obligation to install or maintain the antenna of any of its support equipment.
- (i) **Expected Line Capacity:** we will need to test the capacity and stability of your line to determine whether you qualify for the FetchTV Service.
- (j) **Serviceability Pre-Conditions:** The FetchTV Service is only available to you where your Address meets these conditions:
 - (1) you must maintain an active Broadband Service;
 - (2) the capacity of the Broadband Service must meet the minimum requirements to support the FetchTV Service that may change from time to time;



- (3) you use only FetchTV Equipment, TransACT Equipment, equipment purchased from us and/or any other equipment we advise is required (for example, television, appropriate modem, adequate supply of electricity).
- 4.3 If, at any time, you no longer continue to meet the Service Qualification Requirements, we may restrict your access to, suspend or cancel the FetchTV Service in accordance with condition 25.1(b)
- 4.4 The FetchTV Service will be provided in your home which must be located within Australia (your "**Address**"). You are not able to access the FetchTV Service outside Australia.
- 4.5 If you have more than one set top box at your Address, you must have an active subscription for each Set Top Box in order to receive the FetchTV Service on each Set Top Box. We may place a limit on the number of Set Top Boxes that will be made available to you and/or installed at your Address.
- 4.6 The terms of this Schedule 3 commence on the date that we start providing the FetchTV Service to you and shall continue unless terminated in accordance with the Contract Documents.

5. Equipment

- 5.1 To use the FetchTV Service, you will need:
- (a) a television and any equipment required for the operation of your Broadband Service;
 - (b) the FetchTV Equipment, which we will provide;
 - (c) ARRIS TG852 modem, which we will provide;
 - (d) the PLC or Wireless Bridge (whichever is applicable in your circumstances). If the PLC is appropriate in your circumstances, we will provide this to you. If it is necessary to use the Wireless Bridge, you may be required to purchase this from us; and
 - (e) any other equipment or cabling you choose to use with the FetchTV Service, which is not provided by us.
- 5.2 The FetchTV Equipment you receive is owned by our supplier, FetchTV and will operate in connection with the FetchTV Service. This means that you have no property or ownership rights in the FetchTV Equipment and, when the FetchTV Service ends, you are required to return the FetchTV Equipment to your nearest TransACT Shopfront (or another location advised by us) within 10 business days. If you fail to return the FetchTV Equipment to us in good and useable condition we will charge you and you must pay the applicable Equipment Non Return Fee.
- 5.3 TransACT Equipment you receive is owned by us and will operate in connection with the FetchTV Service. This means that you have no property or ownership rights in the TransACT Equipment and, when the FetchTV Service ends, you are required to return the TransACT Equipment to your nearest TransACT Shopfront (or another location advised by us) within 10 business days. If you fail to return the TransACT Equipment in good and useable condition we will charge you and you must pay the applicable Equipment Non Return Fee. In this condition, reference to the TransACT Equipment excludes a Wireless Bridge if you have purchased that.
- 5.4 You agree that we may, from time to time, require access to the FetchTV Equipment and/or the TransACT Equipment, for any reason, including (without limitation), to inspect it, install or maintain additional equipment and to provide technical support to you. We will give you prior notice of this and will seek your agreement for a time that we may attend your Address. If, within 10 days, we have not been given access to your Address, you are required to bring the FetchTV Equipment and/or TransACT Equipment to your nearest TransACT Shopfront.
- 5.5 If you attempt to use the FetchTV Service using equipment other than the Fetch Equipment or the TransACT Equipment, we will not offer technical support to you.
- 5.6 If you cannot successfully or fully use the FetchTV Service because you are using non Fetch Equipment and/or non TransACT Equipment, this will not constitute grounds upon which you can terminate the Agreement or this Schedule 3, or cancel the FetchTV Service.



- 5.7 You agree that you (and anyone you allow or authorise to use the FetchTV Equipment and/or the TransACT Equipment) will:
- (a) set up and operate the FetchTV Equipment and TransACT Equipment within 10 days of receiving it. You must notify us within a further 5 days if the Fetch TV Service is not working;
 - (b) use the FetchTV Equipment and TransACT Equipment properly and in accordance with the instructions provided with the equipment or any other reasonable instructions we provide from time to time;
 - (c) keep the FetchTV Equipment and TransACT Equipment in good and useable condition at all times until it is returned in accordance with our instructions;
 - (d) not tamper with, make any connections to, or in any way or do anything which is inconsistent with FetchTV's rights in the FetchTV Equipment or our rights in relation in the TransACT Equipment,
 - (e) not connect to, use or authorise the use of any FetchTV Equipment, TransACT Equipment or device which may split, record, re-encode or affect the FetchTV Equipment, TransACT Equipment and/ or the Fetch Service or which is intended to override any copyright protection device or process that we use in connection with the FetchTV Equipment, the TransACT Equipment or the FetchTV Service;
 - (f) notify us as soon as possible if the FetchTV Equipment or the TransACT Equipment is damaged, destroyed, stolen or interfered with in any way.

Faulty Equipment

- 5.8 The FetchTV Equipment and the TransACT Equipment may be considered faulty if it is not operating as expected, including (without limitation):
- (a) where the Set Top Box does not start up or does not record;
 - (b) you are unable to use 3 subscription channels simultaneously (ie., channels that form part of your subscription service; not SVOD or Pay Per View);or
 - (c) either the Set Top Box or the Remote is physically damaged (other than mere cosmetic damage).
- 5.9 We will determine if the FetchTV Equipment or the TransACT Equipment is faulty.

Exchange of faulty Equipment

- 5.10 If your Set Top Box, Remote or any of the TransACT Equipment is determined by us to be faulty, in accordance with condition 5.9 we will exchange the faulty Set Top Box, Remote and/or TransACT Equipment with a replacement that may either be new or refurbished.
- 5.11 The exchanged Set Top Box, Remote and/or TransACT Equipment must be installed and activated and the faulty Set Top Box, Remote and/or TransACT Equipment must be returned to your nearest TransACT Shopfront (or any other location that we reasonably nominate) within 10 business days of you receiving the exchanged equipment. If the original Set Top Box, Remote and/or TransACT Equipment has not been returned within 10 business days after the exchanged equipment has been received by you, the exchanged Set Top Box will be de-activated until the original Set Top Box, Remote and/or TransACT Equipment has been returned. If the faulty equipment is not returned within 30 days, you will incur the applicable Equipment Non Return Fee(s). This fee will be refunded if you return the relevant equipment to us within 6 months of you receiving the exchanged equipment.
- 5.12 Each faulty Set Top Box or Remote will be tested. If no fault is found or we determine that the fault was attributed directly or indirectly by:
- (a) negligent or reckless installation or use of the Set Top Box, Remote or any of the TransACT Equipment (by any person other than us or FetchTV);



- (b) deliberate misuse of the Set Top Box, Remote or any of the TransACT Equipment (by any person other than us or FetchTV);
 - (c) physical damage to the Set Top Box, Remote or any of the TransACT Equipment following delivery to you;
 - (d) a person (other than us or FetchTV) tampering with the Set Top Box or Remote (e.g. opening the Set Top Box case);
 - (e) a person (other than us or FetchTV) attempting to repair the Set Top Box, Remote or any of the TransACT Equipment; or
 - (f) a use otherwise than in accordance with the Contract Documents,
- you will incur the applicable Equipment Non Return Fee(s).

6. Installation and Activation

- 6.1 You must be the rightful owner of the property at the Address at which the FetchTV Service is installed or you must have obtained installation approval from the rightful owner of the property.
- 6.2 Instructions on how to self-install the FetchTV Equipment at your Address are set out in the Quick Start Guide which you will receive at the same time as the FetchTV Equipment. If you encounter any problems installing the FetchTV Equipment, please refer to the Quick Start Guide or, if possible, to the troubleshooting guide onscreen. If you are still experiencing difficulties, you can contact us on 133 061.
- 6.3 Instructions on how to install the PLC are set out in the Quick Install Guide, available from your customer service agent or tech support, which you can contact on 133 061.
- 6.4 After installing the FetchTV Equipment you will be prompted to Activate the FetchTV Service by inputting the activation code (provided to your installer or to you, as part of the self install kit) and then following the On-Screen instructions. You must Activate your FetchTV Service before it will work.
- 6.5 Upon Activation, we will perform a diagnostic test. We record the result of that diagnostic test for the purpose of providing you with technical support.
- 6.6 If you do not activate the FetchTV Service within 25 days from the date we accept your Application, we will deem the FetchTV Service to be Activated in accordance with condition 24.1 and will commence delivering and charging you for the FetchTV Service from the 26th day onward.

7. Authorised Use

- 7.1 The FetchTV Service is for your household's own private or domestic use and is not to be resold or used for any commercial or business purpose.
- 7.2 You must ensure that the FetchTV Service is used lawfully and in accordance with the Contract Documents and FetchTV's Copyright & Privacy Policies, which you can see onscreen via the "Settings" menu. A failure to comply with the FetchTV Copyright Policy (and, in particular, any attempt to circumvent or remove, alter, deactivate, degrade or attempt to thwart any of the functionality or content protection in the FetchTV Service, associated content security system or the set top box) may result in the immediate termination of this Schedule 3 and the FetchTV Service.

8. Recording

- 8.1 You acknowledge and agree that:
 - (a) some interactive material available on the FetchTV Service may not be recordable;
 - (b) you may only use the recording functionality of the FetchTV Equipment and the TransACT Equipment for the purpose of viewing programs at your Address at a more convenient time;



- (c) any programs that you have recorded to your FetchTV Equipment may be erased and irretrievable from the FetchTV Equipment for any reason including, without limitation, in circumstances of severe weather conditions or power surges;
- (d) we or our suppliers may erase any program recorded by you for any reason. This includes, for example, if we are required to do so by our content suppliers or if we need to reformat your FetchTV Equipment or you TransACT Equipment, or if we become aware that you are using the FetchTV Equipment or TransACT Equipment otherwise than in accordance with Contract Documents;
- (e) we and our suppliers will not be liable to you for any programs or other personal content that are erased or cannot be retrieved from your FetchTV Equipment or TransACT Equipment howsoever caused; and
- (f) we may download content and/or features to your FetchTV Equipment and TransACT Equipment from time to time. We will provide regular firmware updates either automatically or on request by you. You acknowledge and agree that this may affect the total amount of space available to you for recording programs.

9. Electronic Program Guide

- 9.1 You acknowledge and agree that all content listed in the Electronic Program Guide is the property of us, FetchTV or our other third party suppliers. You agree that you will not use the Electronic Program Guide, or any part of it, for any purpose other than private and domestic purposes and you will not sub-licence, sell, lease, lend, upload, download, communicate or distribute it (or any part of it) to any person.
- 9.2 We cannot guarantee the accuracy or completeness of the content that we provide you, including the Electronic Program Guide which may be subject to last minute changes.

10. Subscription SVOD and Pay Per View

- 10.1 SVOD programs can be selected and Pay Per View programs can be purchased using the on-screen Electronic Program Guide.
- 10.2 You will be advised of the Charges of any Pay Per View program at the time of your order. Once you have confirmed your purchase, you will not be entitled to cancel such purchase. However, if we cancel the broadcast of the Pay Per View program, we will not charge you.
- 10.3 You will be advised how long or, if applicable, how many times, you are permitted to view the SVOD or Pay Per View program at the time of your selection or order.
- 10.4 We may restrict the ability to record some SVOD and Pay Per View programs. Any SVOD or Pay Per View program that may be recorded will be deleted at a time specified by us. You will be notified of the relevant time when you purchase the SVOD or Pay Per View program.

11. Add Ons

- 11.1 You can change the Package from time to time by adding or removing Add-Ons. This does not include Pay Per View or SVOD programs. For details of what Add-Ons are available and at what cost, please refer to the onscreen instructions.
- 11.2 You will be Charged for any Add-Ons at the rate shown onscreen, which will either be a one-off fixed fee or a monthly subscription fee, depending on your chosen Add-On. In both cases, you will be Charged from the date the Add-On is Activated. If a monthly fee applies, you will be Charged from the date the Add-On is Activated to the end of the existing billing period, in arrears at the end of that billing period. After that, monthly fees for Add-Ons will be payable in advance like all other Charges and fees for the Package.
- 11.3 You can remove Add-Ons at any time. If this is done during a billing period, you will not receive any refund of the amount you have paid or must pay for the period up to the end of that billing period.
- 11.4 If you have multiple FetchTV Services at your Address, you will have the corresponding number of Set Top Boxes. Each Set Top Box is set up under its own separate household system account

and there is no sharing of subscription Packages, SVOD, Pay per View or Add-ons across the relevant Set Top Boxes.

12. Upgrades/ Downgrades

- 12.1 We will notify you from time to time of any restrictions on your right to upgrade and/or downgrade between FetchTV packages. If you downgrade your service from the FetchTV Entertainment Package to the FetchTV Starter Fee, you will incur a Downgrade Fee.

13. Relocating the FetchTV Service

- 13.1 We cannot guarantee that the FetchTV Service or a particular Package will be available at your new address.
- 13.2 If you are moving and wish to relocate or cease using the FetchTV Service, you must give us 30 days notice by calling our customer support on 133 061. If you do not do so, we may treat your relocation as notice to cancel the FetchTV Service.
- 13.3 If you attempt to relocate and/or install the FetchTV Equipment and/or the TransACT Equipment at a new address, this constitutes a breach of the Agreement. In these circumstances, we:
- (a) have the right to terminate the Agreement or this Schedule 3; and
 - (b) will charge you and you must pay an Early Termination Fee, under this Schedule 3, in addition to any other fees and Charges payable under the Agreement
- 13.4 When you call about the relocation of your FetchTV Service within the Minimum Term, we will advise you about next steps, including which of the following categories applies to you:
- (a) **Category 1:** your new address is within TransACT's HFC Network, meaning that you can relocate all or part of your FetchTV Service and your agreement with us (see condition 2.1) continues;
 - (b) **Category 2:** your new address is:
 - (1) outside of TransACT's HFC Network: and
 - (2) outside the network catchment of another ISP that offers Fetch TV;
 - (c) **Category 3:** your new address is:
 - (1) outside of TransACT's HFC Network: and
 - (2) within the network catchment of another ISP that offers Fetch TV; and

Category 1

- 13.5 In relation to Category 1, only if directed by us, you can take the FetchTV Equipment and the TransACT Equipment to the new address, subject to:
- (a) confirmation that you meet the Service Qualification Requirements in condition 4.2;
 - (b) payment by you of any new connection costs (which will be advised to you);
 - (c) the terms of conditions of the Contract Documents, which will continue to apply, including (without limitation), the Minimum Term.
- 13.6 If it is possible to relocate your FetchTV Service pursuant to condition 13.5 above, no Early Termination Payment is payable.
- 13.7 If the FetchTV Service is available at your new address and you elect not to relocate your FetchTV Service:
- (a) your election (including by failing to make payments for the FetchTV Service) will be taken as a notice to cancel the FetchTV Service and an Early Termination Payment will apply; and



- (b) you must return the FetchTV Equipment and the TransACT Equipment to us within 10 business days of leaving your Address. Failure to do so will attract Equipment Non-Return Fee(s), which you must pay to us.

Category 2

13.8 In relation to Category 2:

- (a) your request for relocation will be taken as a notice to cancel the FetchTV Service and an Early Termination Payment will apply, which you must pay to us; and
- (b) you must return the FetchTV Equipment and the TransACT Equipment to your nearest TransACT Shopfront, within 10 business days of leaving your Address. If you do not do this, we will charge you and you must pay Equipment Non-Return Fee(s).

Category 3

13.9 In relation to Category 3, you must:

- (a) return the FetchTV Equipment and the TransACT Equipment to a TransACT Shopfront, within 10 business days of leaving your Address (disconnect). If you do not do this, we will charge you and you must pay Equipment Non-Return Fee(s);
- (b) follow the instructions of your new ISP; and
- (c) if you are within the Minimum Term of your Broadband Service with us, you will be charged the broadband early termination fee of \$200.

13.10 If you own a FetchTV Set Top Box (eg., purchased from another internet service provider), TransACT will use this Set Top Box to provide the FetchTV Service to you, pursuant to the Contract Documents, providing that:

- (a) the Set Top Box is in good working order; and
- (b) you are not currently under a FetchTV contract with another internet service provider.

14. Parental Control and Personal Identification Number

- 14.1 You are responsible for setting up and maintaining parental controls or any other controls that are available under the FetchTV Service, should you desire to use such controls.
- 14.2 Some channels and/or programs may require you to have a PIN before you can access them. Please refer to the onscreen instructions for how to set up and change your PIN. You are responsible for keeping your PIN safe and confidential.

15. Software

- 15.1 The use of any software provided by us will be subject to the terms of any relevant end user licences or other agreements which are reasonably required by the owners of such software and that we have brought to your attention, including through the FetchTV Service.

16. Changing the FetchTV Service

- 16.1 We may change the FetchTV Service from time to time. This includes changing or withdrawing any channel, feature or functionality associated with the FetchTV Service.
- 16.2 If we make any change to the FetchTV Service and such a change has more than a minor detrimental impact on you, you may cancel the FetchTV Service without incurring an Early Termination Payment or other charges, by giving notice to us within 42 days after the date we give you notice of the change. You will remain liable to pay (and must do so in a lump sum by the due date) other variable charges incurred up to the date of termination, including usage charges, installation fees and costs of equipment and hardware you purchased that you have not paid for.
- 16.3 Where reasonably practicable, we will provide you with at least 30 days notice in relation to reductions in the channel line-up of a Package or withdrawal of other features or functionality of the FetchTV Service. We will notify you directly in accordance with clause 27.1 of the Agreement. We will also provide notice of the change on our Website.



- 16.4 You acknowledge and agree that our obligation to give you notice under condition 16.3 and afford you a right to cancel the FetchTV Service in accordance with condition 16.2 will not apply in relation to urgent changes we are required to make by law, for security reasons or technical reasons necessary to protect the integrity of our network.
- 16.5 If we reasonably consider that a change to the FetchTV Service is likely to benefit you or have a minor or neutral impact on you (for example, because we reduce the price of your Package), we can make the change immediately and do not need to tell you before making the change. However we will notify you within a reasonable time after making the change by one of the methods of giving notice listed in clause 27 of the Agreement.
- 16.6 If a change to the FetchTV Service made under condition 16.5 has more than a minor detrimental impact on you (for example, because of your particular circumstances or pattern of usage of the FetchTV Service), please contact us. We may permit you to cancel the FetchTV Service in accordance with condition 16.2.

17. Returning Equipment

- 17.1 Upon termination of this Schedule 3, for any reason, you must return the FetchTV Equipment and the TransACT Equipment, following any reasonable directions we give you about the return of the equipment. Failure to return the FetchTV Equipment and/or the TransACT Equipment will incur an applicable Equipment Non Return Fee(s).

18. Privacy

- 18.1 In addition to the terms set out in clause 22 of the Agreement, you acknowledge and agree that:
- (a) we may:
 - (1) use and disclose Information we obtain;
 - (2) use and disclose your Personal Information (including Personal Information we collect from Fetch TV);
 - (3) we may disclose your Personal Information to Fetch TV;in accordance with our privacy policy and applicable law;
 - (b) Fetch TV may use and disclose your Personal Information in accordance with its privacy policy and applicable law; and
 - (c) Fetch TV may communicate with you directly via the FetchTV Service for the purpose of improving your viewing experience and/or as part of marketing, advertising or other promotional activities.
- 18.2 Our privacy policy is available on the TransACT website. Fetch TV's privacy policy is available on its website or onscreen via the 'Settings' menu.
- 18.3 We are not responsible for any unauthorised use of your Personal Information or Information by a third party, including FetchTV, where you have disclosed that information yourself to the third party, including via your use of the FetchTV Service (for example, providing your credit card details to obtain goods through the Fetch TV Service). We recommend that you make yourself aware of the third party's processes for handling personal information (by reading their Privacy Policy if they have one), prior to disclosing your personal information.

19. User Behaviour Data

- 19.1 Fetch TV has advised us that it may collect User Behaviour Data. We do not collect User Behaviour Data from the set top box(es). Fetch TV may aggregate User Behavioural Data and disclose the aggregated data to third parties (including, for example, businesses that want to advertise via the FetchTV Service), but Fetch TV does not hold any User Behaviour Data that identifies you personally.
- 19.2 Your User Behaviour Data may be used by Fetch TV to provide you with content and advertising that is more relevant to your interests. Fetch TV may also disclose the aggregated data to us. We hold other information about you which makes it possible for us to identify the address from which



your User Behaviour Data (as part of the aggregated data) originates. You consent to Fetch TV's disclosure of the aggregated data to us (and our collection of that data) unless you opt out of this collection, use and disclosure and collection by emailing Fetch TV at privacy@fetchtv.com.au, checking the opt out button at the end of Fetch TV's on-line privacy policy (available on Fetch TV's website) or by choosing the opt out option in the 'Settings' menu.

19.3 If you opt out of (i.e. do not consent to) the disclosure of your User Behaviour Data from Fetch TV to us and our collection of that data, your FetchTV Service will be subject to the following limitations:

- (a) we may have a reduced ability to access diagnostic information to assist with the resolution of technical disruptions to your use of the FetchTV Service; and
- (b) in some cases, you will be unable to receive recommendations for the viewing of content.

19.4 User Behaviour Data does not include information regarding Pay Per View movies you have purchased or content (including promotional or special offer content) that you purchase, subscribe to or unsubscribe from. This information (including any Personal Information it contains) is provided by Fetch TV to us in full (rather than as aggregated data) for billing purposes.

20. High Definition Viewing

20.1 Your ability to view the FetchTV Service in HD will depend on a variety of factors including on the package you have purchased, the capacity of your broadband connection and the technical capabilities of your television set.

21. ASTRA Codes of Practice

21.1 The FetchTV Service is regulated by ASTRA's codes of practice for subscription television. You can obtain a copy of the codes by contacting us or at www.astra.org.au.

22. Security

22.1 You must take reasonable steps not to disclose any account information, usernames, passwords or access codes to unauthorised persons.

23. Free-to-air channels

23.1 Free-to-air TV channels received through the Set Top Box do not form part of the FetchTV Service. Neither TransACT nor FetchTV is responsible for the content or reception quality of any free-to-air channels received.

24. Charges, Payments and Billing

24.1 Charges will accrue:

- (a) from the date the FetchTV Service and/or an Add-On is Activated, where you have received the FetchTV Equipment and TransACT Equipment from us and/or have purchased a Wireless Bridge from us (unless sub-condition (d) applies);
- (b) from the date the FetchTV Service and/or an Add-On is Activated, where you use user supplied equipment (including any FetchTV equipment you have (unless sub-condition (e) applies);
- (c) after 25 days from the date we accept your Application, if you have not received the FetchTV Equipment by this date but we have made at least one delivery attempt to provide you with the FetchTV Equipment (the FetchTV Service will be deemed to be Activated on this date);
- (d) after 25 days from the date we accept your Application, if you have received the FetchTV Equipment from us by this date but have not activated the FetchTV Service (the FetchTV Service will be deemed to be Activated on this date); or
- (e) after 25 days from the date we accept your Application, where you supply the Equipment yourself but have not activated the FetchTV Service (the FetchTV Service will be deemed to be Activated on this date).



- 24.2 You are responsible for the payment of all Charges relating to the FetchTV Service in accordance with clause 16 of the Agreement, including FetchTV Equipment, SVOD, Pay Per View and ongoing access charges for the FetchTV Service.
- 24.3 Monthly recurring Charges (such as regular monthly access fees and, subject to condition 11.2, monthly Add On fees) are billed in advance, and usage Charges (such as Pay Per View and one-off Add On fees) are billed in arrears. We reserve the right to bill in arrears in respect of items that have not been billed in advance.
- 24.4 You must pay the Charges and any other applicable fees for the FetchTV Service:
- (a) by an automatic debit payment from your credit card or nominated bank account; or
 - (b) by an acceptable method as described on your bill;
- 24.5 If you provide us with your credit card or bank account details for the purposes of paying for the FetchTV Service, we may:
- (a) charge all Charges to your credit card or bank account on a monthly basis from the applicable date referred to in condition 24.1;
 - (b) disclose your credit card or bank account details to, and obtain information from, any credit reporting agency or credit card or bank account issuer to verify the credit card or bank account details and perform a credit assessment;
 - (c) take steps to verify that there are sufficient funds available on your credit card or bank account to pay for invoiced Charges and fees;
 - (d) charge any Early Termination Payment payable by you to your credit card or bank account immediately when we receive notice of cancellation of the FetchTV Service; and
 - (e) charge any other applicable fees payable by you (including applicable Equipment Non Return Fees and Late Payment Fees) to your credit card or bank account immediately upon them becoming payable.
- 24.6 If the direct debit from your bank account, or from your credit card is declined for any reason we may impose a Decline Fee.
- 24.7 You must continue to pay the Charges for the FetchTV Service even if:
- (a) any of the FetchTV Equipment or associated hardware is not working;
 - (b) you cease using the FetchTV Service for any reason in circumstances where the FetchTV Service is available for use; or
 - (c) the FetchTV Service is unavailable or has limited availability, for an insignificant period due to a network or system outage.
- 24.8 We will bill you, and you must pay for the Charges and fees for the FetchTV Service, in accordance with clause 13 of the Agreement.

25. Suspension and cancellation of the FetchTV Service

Suspension or Cancellation by us

- 25.1 We may restrict access to, suspend or cancel the FetchTV Service:
- (a) in accordance with clause 12 of the Agreement;
 - (b) if you fail to meet the Service Qualifications Requirements (set out in condition 4.2) at any time during the Minimum Term; or
 - (c) if an agreement with a wholesale Supplier of the FetchTV Service is terminated for any reason or our Wholesale Supplier (FetchTV) ceases to provide essential services to us, for whatever reason,
- 25.2 If we suspend, or cancel your Broadband Service, your FetchTV Service will not operate.

Suspension or Cancellation by you



- 25.3 You cannot suspend the FetchTV Service. You may cancel or disconnect the Fetch Service in accordance with clause 11 of the Agreement.
- 25.4 If you cancel or disconnect the FetchTV Service before the end of the Minimum Term, you must pay an Early Termination Payment.
- 25.5 If you cancel your Broadband Service within its applicable minimum term and/or your FetchTV Service before the end of the Minimum Term, your FetchTV Service will be automatically cancelled by you and you will be required to pay an Early Termination Payment under this Schedule 3. You may also be required to pay other fees, including an early termination payment, for other services you receive under the Agreement.

26. Warranty

- 26.1 You have rights under the Australian Consumer Law if a good or service that we supply to you fails to meet one of the consumer guarantees that applies under Division 1 of Part 3-2 of the Australian Consumer Law to that supply of goods or services by us. Further information about those rights is available at the website of the Australian Competition and Consumer Commission at www.accc.gov.au.
- 26.2 For minor failures of the FetchTV Equipment (where we are entitled to choose the remedy available to you), we may choose to replace your FetchTV Equipment with reconditioned Equipment of the same type and of similar value, in lieu of repairing the FetchTV Equipment or replacing it with new FetchTV Equipment. If you are entitled to reject the FetchTV Equipment due to a major failure, we will provide you with a refund or replacement at your election. If you choose to have the FetchTV Equipment replaced, we may offer to replace your FetchTV Equipment with reconditioned FetchTV Equipment (provided that such reconditioned FetchTV Equipment is of the same type and of similar value to the equivalent new FetchTV Equipment).
- 26.3 We will advise you at the time you make a claim if we intend to replace the FetchTV Equipment with reconditioned FetchTV Equipment or otherwise use refurbished parts to repair the FetchTV Equipment.

27. Liability

- 27.1 Subject to conditions 24.2 and 27.2, to the maximum extent permitted by law we exclude all our liability (and that of FetchTV) to you or your authorised users arising from or in connection with this Schedule 3, whether in contract, tort (including, without limitation, negligence), in equity, under statute, under indemnity or arising from statutory or implied guarantees, conditions and warranties, including all Consequential Loss, damage, cost or expense of any kind whatsoever and howsoever, including (but not limited to) liability for:
- (a) the content of the FetchTV Service, its suitability for viewing by any particular audience, and the accuracy of information contained in the FetchTV Service;
 - (b) accessing of inappropriate material by minors;
 - (c) unauthorised use of the FetchTV Service;
 - (d) third party services provided in connection with the FetchTV Service; and
 - (e) damage to the FetchTV Equipment or loss suffered as a result of installation or use of the FetchTV Equipment and FetchTV Service by the end user; and
- 27.2 Where our liability and the liability of FetchTV cannot be excluded, our liability will not be more than the total Charges paid by you under this Schedule 3:
- (a) during the 6 month period prior to your claim; or
 - (b) if this Schedule 3 commenced less than 6 months prior to your claim, since the start of this Schedule 3.
- 27.3 Nothing in conditions 27.1 and 27.2 are intended to have the effect of excluding, restricting or modifying:
- (a) the application of all or any of the provision of Part 5-4 of the Australian Consumer Law;

- (b) the exercise of a right conferred by such a provision; or
- (c) any liability of TransACT or FetchTV in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the Australian Consumer Law to a supply of goods or services.

28. Assignment and novation rights

- 28.1 We may assign or novate this Schedule 3 or interests under this Schedule 3 to a Related Body Corporate without your consent.
- 28.2 Subject to condition 28.1, neither party may assign or novate this Schedule 3 or interests under this Schedule 3 without the other party's prior written consent.

29. Variations to FetchTV Service End User Terms

- 29.1 We reserve the right to change any of the Charges relating to the FetchTV Service to the extent required to cover any changes in the amounts charged to us by giving you reasonable written notice of such changes. For up to date Charges see the TransACT website and your FetchTV Service on-screen Electronic Program Guide.
- 29.2 Subject to condition 29.1, we may vary any term of this Schedule 3, including the Charges, in accordance with clause 18 of the Agreement.

30. Termination

- 30.1 The termination rights set out in this condition 30 are subject to, operate alongside and do not in any way affect the termination rights of either party set out in the Agreement.
- 30.2 Either party can terminate this Schedule 3 after the expiry of the Minimum Term by providing 1 month's written notice to the other party.
- 30.3 Subject to condition 16.2 and condition 16.6, if you terminate this Schedule 3 prior to the expiry of the Minimum Term, you must pay an Early Termination Payment.
- 30.4 We may, at any time, terminate this Schedule 3 immediately if FetchTV is unable to provide any of the FetchTV Services due to legal, regulatory or technical issues.
- 30.5 We may, at any time, terminate this Schedule 3 immediately if:
 - (a) you use the FetchTV Service in an unauthorised or unlawful manner;
 - (b) you engage in fraudulent or unlawful conduct in relation to TransACT or FetchTV; or
 - (c) you engage in conduct causing harm or distress to the employees of TransACT or FetchTV.
- 30.6 If we terminate this Schedule 3 within the Minimum Term and in accordance with condition 30.5, you must pay an Early Termination Payment.

31. Miscellaneous

- 31.1 All customer complaints relating to the FetchTV Service will be processed in accordance with clause 25 of the Agreement.
- 31.2 Any notice required to be given under this Schedule 3 must be given in accordance with the procedures set out in clause 27 of the Agreement.
- 31.3 This Schedule 3 is governed by and must be construed according to the laws applying in Victoria.