

Terms and conditions for residential customers

1. Services provided by us

- 1.1 We agree to provide you with the Services in accordance with these terms and conditions.
- 1.2 We will not provide the Services unless and until:
 - (a) Your Premises are situated in the geographic area serviced by the TransACT Network;
 - (b) we have approved your Application; and
 - (c) if applicable, you have obtained the consent of the owner of Your Premises.
- 1.3 We will use reasonable care and skill in providing the Services.
- 1.4 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.
- 1.5 We do not warrant that the Services will be provided on an uninterrupted or fault-free basis.

2. Connection and TransACT-Ready Testing

- 2.1 If you require a TransACT-Ready Test, you will be given a voucher. If an appliance fails the TransACT-Ready Test you may, within five business days, choose not to proceed with your application for the Services.

3. Installation and maintenance of the Services

- 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 Customer Care team; 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 At our discretion, we may impose an additional charge for a non-standard installation.

4. Ownership, use and care of the Equipment

- 4.1 We own the Equipment.
- 4.2 You must:
 - (a) comply with our instructions regarding the use and care of the Equipment;
 - (b) promptly report faults in the Equipment to our Customer Care team;
 - (c) 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 create, or allow the creation of, a mortgage, charge, lien or encumbrance over the Equipment;
 - (e) not use or permit the use of the Equipment for any improper, illegal or unauthorised purpose; and
 - (f) not 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.

5. Phone Service

- 5.1 If you apply for a Phone Service, you must sign any documentation required to authorise us to provide you with the Phone Service.
- 5.2 You are responsible for the provision of phone handsets.

6. Network Access

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

Parliamentary broadcast material

- 6.4 You agree not to use Parliamentary broadcast material for:
 - (a) political party advertising or election campaigning;
 - (b) satire or ridicule;
 - (c) commercial sponsorship or commercial advertising.
- 6.5 You acknowledge that the Parliamentary broadcasts are continuous and while in that complete and unaltered state, are protected by parliamentary privilege.
- 6.6 You agree that the Commonwealth Parliament is not liable for any loss or damage arising from use of the Parliamentary broadcast material or from delays or interruptions to the Parliamentary broadcast material.

TransTV Digital

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

7. Third Party Services

- 7.1 You acknowledge and agree that you will enter into separate contracts for Third Party Services.
- 7.2 You acknowledge and agree that we may, from time to time, without notice to you, add to or remove the Third Party Services available through the TransACT Network.
- 7.3 We are not liable to you or any other person for any loss or damage suffered by you in respect of the delivery of Third Party Services, including:
 - (a) delay or interruption in the delivery of the Third Party Services;
 - (b) failure to show an advertised program;
 - (c) supply of Third Party Services in error;
 - (d) failure to provide Third Party Services;
 - (e) the failure of any monitoring or security service provided to you over the TransACT Network; and
 - (f) any distress or offence suffered by you or any other person through the exposure to pornographic images or any other defamatory or otherwise offensive or distasteful material.

8. Charges and payment

- 8.1 All Charges applicable to the Services are specified in the Price Schedule.
- 8.2 You must pay the Charges in accordance with tax invoices issued by us.
- 8.3 Our records are sufficient evidence of the existence and amount of any Charge owed by you to us.
- 8.4 If you do not pay the full amount owing by the due date, we may:
 - (a) charge an administrative fee;
 - (b) recover debt collection costs and commission; and
 - (c) suspend Network Access and impose a reconnection fee.
- 8.5 We may vary the total monthly Charges for the Services from time to time.

9. Security Bond

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

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23. Please select the package you wish to apply for

Home Pack – this package includes:

- TransTALK AllTime phone services
- TransTV Digital television services
- TransWEB broadband services.

▶ **Please select your broadband speed**

1Mbps/128kbps (Home Pack 1000) 1.5Mbps/256kbps (Home Pack 1500) 2Mbps/512kbps (Home Pack 2000)

TalkWEB – this package includes:

- TransTALK AllTime phone services
- TransWEB broadband services.

▶ **Please select your broadband speed**

1Mbps/128kbps (TalkWEB 1000) 1.5Mbps/256kbps (TalkWEB 1500) 2Mbps/512kbps (TalkWEB 2000)

TalkTV – this package includes:

- TransTALK AllTime phone services.
- TransTV Digital television services

TransTALK AllTime

Monthly package/service rental

(A) \$.

24. Please provide the following details for your phone service(s)

Line 1 Name of package	Applies to individual phone numbers		Applies to all phone numbers
	Silent number*	Preferred listing	
Primary number <input type="text"/> (02) <input type="text"/> TAN <input type="checkbox"/> Retain existing phone number <input type="checkbox"/> New phone number required (number to be completed by TransACT) <input type="text"/> (02) If you are taking a TransACT phone number, do you still want to retain your Telstra phone number? <input type="checkbox"/> Yes <input type="checkbox"/> No Features <input type="checkbox"/> TalkMAIL <input type="checkbox"/> TalkNUMBERS or <input type="checkbox"/> FaxNUMBER <input type="text"/> (02) <input type="text"/> TAN <input type="checkbox"/> TalkNUMBERS <input type="text"/> (02) <input type="text"/> TAN <input type="checkbox"/> TalkNUMBERS <input type="text"/> (02) <input type="text"/> TAN TAN – Telstra account number CLIR – calling line identification restriction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> CLIR <input type="checkbox"/> Call barring <input type="checkbox"/> National <input type="checkbox"/> International <input type="checkbox"/> Value add (1900 and 13 numbers) <input type="checkbox"/> Mobile <input type="checkbox"/> Medi-alert or other health monitoring device <input type="checkbox"/> External monitored or dial-back alarm system
			(B) \$ <input type="text"/>
Name of account holder <input type="text"/>			
Signature <input type="text"/>			

Line 2 Name of package	Applies to individual phone numbers		Applies to all phone numbers
	Silent number*	Preferred listing	
Primary number <input type="text"/> (02) <input type="text"/> TAN <input type="checkbox"/> Retain existing phone number <input type="checkbox"/> New phone number required (number to be completed by TransACT) <input type="text"/> (02) If you are taking a TransACT phone number, do you still want to retain your Telstra phone number? <input type="checkbox"/> Yes <input type="checkbox"/> No Features <input type="checkbox"/> TalkMAIL <input type="checkbox"/> TalkNUMBERS or <input type="checkbox"/> FaxNUMBER <input type="text"/> (02) <input type="text"/> TAN <input type="checkbox"/> TalkNUMBERS <input type="text"/> (02) <input type="text"/> TAN <input type="checkbox"/> TalkNUMBERS <input type="text"/> (02) <input type="text"/> TAN <input type="checkbox"/> TalkNUMBERS <input type="text"/> (02) <input type="text"/> TAN <input type="checkbox"/> TalkNUMBERS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> CLIR <input type="checkbox"/> Call barring <input type="checkbox"/> National <input type="checkbox"/> International <input type="checkbox"/> Value add (1900 and 13 numbers) <input type="checkbox"/> Mobile <input type="checkbox"/> Medi-alert or other health monitoring device <input type="checkbox"/> External monitored or dial-back alarm system
			(C) \$ <input type="text"/>
Name of account holder <input type="text"/>			
Signature <input type="text"/>			

*Selecting the silent number service for the primary phone number will remove the number from directories and prevent the calling number from being sent to CLIR. Selecting the silent number service for TalkNUMBERS or FaxNUMBER will remove that number from directories only. If the calling number is sent it will always be the primary number – never any of the TalkNUMBERS or FaxNUMBER.

Preferred listing

Name

Address

Please note that when you authorise the transfer of your phone service from your current carrier to TransACT, certain conditions, facilities and functions that are available to you from your current carrier (including complex phone services) may not be available from TransACT.

Any complex phone services which exist on the phone line requested to provide TransACT services must be removed or disassociated prior to the request for a transfer from Telstra to TransACT being provided to Telstra. The removal or disassociation of a complex product is the responsibility of the customer. Complex phone services include Fax Stream Duet, Virtual numbers, Split line, HomeZip, In Contact, Line hunt, Indial ISDN and OnRamp.

Yes, I understand that by transferring my phone number(s) to TransACT, I will be disconnected from my existing carrier/carriage service provider for those phone numbers. I understand that I will be liable to that former carrier/carriage service provider for all charges incurred by me up to and including the date of transfer to TransACT.

Yes, I would like to transfer to TransACT for my long distance calls (including national, international and calls to mobiles for the contract period).

10. Security, confidentiality and privacy

- 10.1 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 our sub-contractors for the following purposes:
- conducting credit checks, obtaining consumer credit reports and maintaining your credit records;
 - establishing and ongoing management of your account (as permitted under the *Privacy Act 1988* (Cth.));
 - in order to report or gain information on overdue loan repayments, serious credit infringements and dishonoured cheques;
 - developing, researching and promoting our products and services;
 - processing your application;
 - submitting your details to the Integrated Public Number Database; and
 - as required under law, including the *Privacy Act 1988* (Cth).
- 10.2 You agree that Personal Information referred to in clause 10.1 includes, but is not limited to:
- identity particulars – your name, sex, address (and the previous two addresses), date of birth, name of employer, and driver's licence number;
 - your application for credit or commercial credit – the fact that you have applied for credit and the amount;
 - the fact that TransACT is a current credit provider to you; and
 - information about your credit worthiness or capacity.
- 10.3 You acknowledge and agree that we do not guarantee the security of information conveyed over the TransACT Network and that we are not liable to you for any loss or damage resulting from the diversion, publication, corruption or inappropriate or unlawful use of any information provided over the TransACT Network to or from any third party.
- 10.4 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.

11. Variation

- 11.1 We may vary these terms and conditions at any time. We will notify you in writing of any variations to these terms and conditions.

12. Indemnity and limitation of liability

- 12.1 Subject to clauses 12.2 and 12.3, we are not liable for any loss or damage, however caused, suffered by you in connection with these terms and conditions.
- 12.2. If the *Trade Practices Act 1974* (TPA) or any other legislation implies a condition or warranty into these Terms and Conditions in respect of goods or services supplied, and our liability for breach of that condition or warranty may not be excluded but may be limited, clause 12.1 does not apply to that liability and instead our liability for any breach of that condition or warranty is limited to:
- in the case of a supply of goods, our doing any one or more of the following (at our election):
 - replacing the goods or supplying equivalent goods;
 - repairing the goods;
 - paying the cost of replacing the goods or of acquiring equivalent goods;
 - paying the cost of having the goods repaired; or
 - in the case of a supply of services, our doing either or both of the following (at our election):
 - supplying the services again;
 - paying the cost of having the services supplied again.
- 12.3 Nothing in these terms and conditions is intended to exclude, restrict or modify rights that you may have under the TPA, a Customer Service Guarantee or any other legislation that may not be excluded, restricted or modified by agreement.

- 12.4 You indemnify us against any damage, expense, loss or liability that we suffer or incur directly or indirectly due to:
- your failure to comply with your obligations under these terms and conditions;
 - any loss of, or damage (excluding fair wear and tear) to any Equipment we provide to you;
 - the use or attempted use by any person (including you) of the Services; or
 - any person with an interest in Your Premises in connection with the installation, maintenance or removal of the Services.

13. Terminating the Agreement

- 13.1 If you terminate the Agreement prior to the term specified in your Application form, we may impose the early termination payment specified in the Price Schedule.
- 13.2 Subject to clauses 13.1 and 13.3, you may request the termination of any part of the Services at any time by giving us one month's notice.
- 13.3 In addition to any other rights we may have, we may immediately terminate, limit or suspend any part of the Services if:
- you breach these terms and conditions;
 - we consider such action necessary for the purpose of maintaining or restoring any part of the TransACT Network;
 - we are required to do so by a court, government or regulatory agency;
 - there is an emergency; or
 - you are declared bankrupt.
- 13.4 Upon termination or expiration of the Agreement, you must immediately pay all amounts due and payable to us, and:
- promptly return our Equipment;
 - allow us to enter Your Premises to recover our Equipment or remove the Network Connection; or
 - pay to us an amount, as determined by us, which represents the value of the Equipment,
- except, at our option, where the Equipment consists solely of cabling from the network distribution box to the relevant wall socket.
- 13.5 Upon termination of the Agreement, we are not responsible for connecting or reconnecting any appliance to any phone network or other communication network, cable or system.
- 13.6 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.
- 13.7 Clauses 10, 12, 14, this clause and any clause relevant to the interpretation of these clauses will continue to apply following the termination or expiration of the Agreement.

14. Other general terms

- 14.1 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.
- 14.2 The laws of the ACT govern the Agreement.
- 14.3 The Agreement constitutes the whole understanding between you and us to the exclusion of any prior or collateral agreement or understanding of any kind relating to the subject matter of these terms and conditions.
- 14.4 We may assign our rights under the Agreement without your consent. You may not assign your rights under the Agreement without our prior written consent.
- 14.5 We may pay commissions to any person who introduces you to us.
- 14.6 You may have certain rights in respect of Services under the Customer Service Guarantee, which is administered by the Australian Communications Authority. If we fail to perform the Services according to our obligations under this guarantee, you may be entitled to damages.

Grid for sales representative number

Grid for channel code

Grid for OMNI No.

25. Fill in this section if you require additional set-top boxes

Number of additional set-top boxes required

Monthly rental

(D) \$ Monthly rental grid

26. TOTAL MONTHLY RENTAL (A+B+C+D) \$ Total monthly rental grid

27. Fill in this section if you require additional outlets

Number of additional outlets required \$ Additional outlets grid

28. Who currently provides your phone line rental and local calls?

Telstra Optus AAPT Other [Grid]

29. Who currently provides your long distance phone calls?

TransACT Telstra Optus AAPT Other [Grid]

INSTALLATION DETAILS

30. Installation requirements (to be completed by TransACT)

Standard Non-standard Administration fee [Grids]

31. Special comments/instructions

Special comments/instructions text area

ACCOUNT AND CREDIT DETAILS

32. Have you previously held a TransACT account?

No Yes

33. Have you any current defaulted accounts with any other creditor, or been registered bankrupt?

No Yes Please provide details

Defaulted accounts text area

34. Would you like to pay by direct debit and receive a \$2 discount on each account?

No Yes Please complete a direct debit request authority form

35. Would you like to receive an electronic invoice at your email address (instead of a posted invoice)?

No Yes Please make sure you advise us if you have a new email address

SPECIAL PROMOTIONS

36. Name of promotion or code [Grid]

37. If a TransACT customer referred you to TransACT, please provide us with his/her details

Name Address Phone number TransACT account number [Grids]

CHECKLIST

This checklist ensures that you have been provided with all the relevant information for the TransACT service(s) you have applied for. Please read and INITIAL the boxes appropriate to you.

For all customers

- I have received an information pack from my TransACT sales representative. I have selected a single service and am aware that my installation will include one free outlet. I have selected a combination of services and am aware that my installation will include two free outlets - one for my phone and one for my set-top box/modem. I am aware that any extra outlets not ordered on this Service Application form will incur additional costs, and that I will negotiate the price with my TransACT sales representative. I understand that I have signed a contract for a specified term with my Service Application, and that a cancellation fee shall be payable if I break the contract. I have signed a Customer Service Guarantee waiver.

For Home Pack or TransWEB customers

- I understand that I may need to load software onto my computer to access the TransACT Network. I understand that I will need to install a network card onto my computer at my own expense. I understand that I need to sign up to an internet service provider (ISP) who provides services on the TransACT Network.

CERTIFICATION

- I understand that by nominating TransACT for my phone number(s) above, my local, national, international and mobile calls will be carried by TransACT after this request has been processed. I certify that I have the authority as lessee of the service(s) listed on this form or as the authorised agent for the lessee to request transfer of these services to TransACT. I authorise TransACT to act on my behalf to make arrangements with other carriers to transfer my current phone service to TransACT. Under certain circumstances you the customer will in accordance with existing procedures be required to initiate the transfer process so that TransACT may complete the necessary porting procedure. The information I have provided is true and correct. I acknowledge and agree that if my Application is accepted by TransACT, the services will be supplied to me in accordance with the terms and conditions and where applicable, our Standard Form of Agreement for a minimum contract period. I acknowledge that TransACT reserves the right to accept or reject my application.

Giving information to a credit reporting agency

- I consent to TransACT giving certain personal information about me to a credit reporting agency.

Exchange of credit worthiness information

I agree that TransACT may exchange my personal information with those credit providers named in a consumer credit report issued by a credit reporting agency for the following purposes:

- to assess my application for credit to notify other credit providers of a default by me to exchange information with other credit providers as to the status of this loan where I am in default with other credit providers to assess my/our credit worthiness.

I consent to authorising ActewAGL Retail (managing agent for TransACT) to review my account(s) payment history.

I understand that the information exchanged can include anything about my credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988 (Cth).

Are you acting as the agent for the applicant?

No Yes Name Phone number [Grids]

THIS CONTRACT IS SUBJECT TO A COOLING-OFF PERIOD OF 10 DAYS

Signature [Grid]

Date [Grid]

Dictionary

Agreement means the agreement between you and us and consists of the Application form, the Price Schedule and these terms and conditions.

Application means, as applicable, the Service Application Form or Porting Application Form.

Channels include Disney Channel, CNN International, Cartoon Network, Turner Classic Movies, Boomerang, Bloomberg Television and any other channels that may be added from time to time.

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

Customer Service Guarantee means the *Telecommunications (Customer Service Guarantee) Act 2000 No 2* (Cth).

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

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

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

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

- (a) in the case of a Phone Service, the wall socket;
- (b) in the case of Data Services, the output port of the set-top box or modem;
- (c) in the case of Digital Television Services, the output port of the set-top box;
- (d) in the case where there is no Phone Service and no Network Access but there is a Network Connection, the network distribution box.

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

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

Phone Service means the phone service provided by us to you.

Price Schedule means our published schedule of rates, fees and charges as amended from time to time.

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

Services means installing and maintaining the Network Connection and, if applicable, supplying the Phone Service and Network Access.

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

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

TransACT-Ready Test means the evaluation made by a TransACT-accredited third party to ascertain whether your appliances are compatible with the TransACT Network.

Us/we/our means TransACT Capital Communications Pty Ltd ABN 23 093 966 888 and includes our employees, agents and contractors.

Voucher means the document given to you that can be used to pay for a TransACT-Ready Test.

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

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