

TELECHOICE BUNDLED HOME PHONE SERVICES AGREEMENT

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1. THE AGREEMENT

- (a) The TeleChoice Broadband and Home Phone Bundle Service Agreement (**the Agreement**) consists of:
 - (i) Your Application.
 - (ii) This Agreement.
 - (iii) The General Terms.
 - (iv) The Broadband and Home Phone Service (**the Service**) product description below at 2.1.
 - (v) The Pricing Tables.
 - (vi) The Appendices.
 - (vii) The Dictionary.
- (b) All fees and charges for the Service are set out in the Pricing Tables. TeleChoice policies that may affect the Service are contained in the Appendices.
- (c) The information and pricing in the Pricing Tables and the policies contained in the Appendices are subject change without notice.
- (d) You can obtain the latest versions of the Pricing Tables and the Appendices from the TeleChoice website: www.telechoice.com.au/legal.
- (e) Please check the Pricing Tables carefully to see what fees and charges apply to your intended use of the Service.
- (f) To the extent that any matter is not dealt with in the Agreement, the TeleChoice General Terms will apply.
- (g) To the extent that there is an inconsistency between a provision of the Agreement and the General Terms, the General Terms will take precedence over the Agreement.

2. THE SERVICE

2.1 What is the TeleChoice Broadband and Home Phone Bundle Service?

- (a) The Service is comprised of a bundled Broadband Service and Home Phone Service which allows you to:
 - (i) Make and receive certain types of calls (subject to any conditions that might apply to particular types of calls) from your *landline phone service* by connecting you to our public switched telephone network;
 - (ii) Access Internet content and related services such as email through a continuous connection to the internet via ADSL2+ subject to clause 2.3 below; and

- (iii) Subject to clause 2.1(b) use a range of Value Added Services and home telephony phone service features;

on our Fixed Telephony Network for your own personal or business use only.

- (b) TeleChoice provide a range of Value Added Service features when you connect to the Service such as Voicemail, Call Waiting and Calling Number Display. Some Value Added Services require specific equipment to utilise the Value Added Service (for example, Calling Number Display requires a compatible handset or accessory with incoming number display).

See **Appendix A** (Broadband and Home Phone) for detailed information on the Value Added Service features available to use with the Service, including whether there are special activation procedures, equipment requirements or limitations on use.

2.2 Who supplies the Service?

- (a) TeleChoice supplies the Service to you.
- (b) TeleChoice's Service Provider supplies the Service to TeleChoice and TeleChoice re-supplies the Service to you.
- (c) TeleChoice may elect to provide you with access to the Service via an alternative access method or an alternative service comparable to the Service. If TeleChoice decides to change your access method to the Service, or change the Service, TeleChoice will notify you of any:
 - (i) Substantial changes to the Service.
 - (ii) Changes to the terms and conditions on which TeleChoice will deliver the Service to you.

2.3 Service Availability

- (a) The Service is not available in all areas or at all premises or locations.
- (b) The Service uses the Telstra PSTN network. The Service is only available to locations or premises within our Service Provider's network coverage area.
- (c) There may also be technical or commercial reasons that affect our ability to connect the Service at your premises or location, including but not limited to the following:
 - (i) At the time of Your Application, there must be suitable copper pair available at the Service delivery address which has a standard telephone service operating on it with Telstra as the underlying owner of the copper pair.
 - (ii) Because not all copper pairs are suitable, limitations may include the existence of complex services linked to the copper pair (e.g. Duet, Line Hunt, Securitel etc.) or other

network elements (e.g. RIM, sub exchange, pair gain etc.)
limiting the copper pair.

- (d) TeleChoice makes the Broadband Service available as a continuous service, however, the Broadband Service is subject to external factors and faults outside our control, such as the performance of third party and supplier equipment, quality of copper pair or incidents of *force majeure* and TeleChoice does not warrant or guarantee:
 - (i) Uninterrupted service, or the speed, performance or quality of the service; and
 - (ii) TeleChoice does not accept any liability for interruptions to your service or for any resulting damage or loss suffered by you or any third party.
- (e) We reserve the right to perform system and network maintenance work from time to time, which may temporarily interrupt your access to the service. Where possible such maintenance will be performed during non peak times.
- (f) The Service is provided as a single bundled service. Cancellation of either the Broadband Service or Home Phone Service, will automatically cancel the entire bundle.

2.4 TeleChoice Broadband Speed Statement

- (a) The Broadband Service will provide an ADSL2 connection or ADSL1 connection if your phone line does not support ADSL2. Either way, this will be the fastest ADSL Broadband service that is available in your area through your phone line.
- (b) Theoretically, ADSL2 is up to 20Mbps and ADSL1 is up to 8Mbps. Wiring at your location, your distance from the exchange and many other factors will mean you are unlikely to receive this maximum speed. We make no guarantee about the download speed that you will be able to achieve.
- (c) You acknowledge that:
 - (i) The Transmission Speed is the maximum theoretical speed attainable through the service at ideal conditions;
 - (ii) The actual Transmission Speed may be less than the Transmission Speed because of many factors including without limitation network congestion and other external factors; and
 - (iii) TeleChoice does not warrant that you will be able to obtain Transmission Speed at all times while accessing the Service.
- (d) Full technical specifications are available in **Appendix M** at telechoice.com.au/legal.

2.5 Your use of the Service

- (a) TeleChoice will provide the Service to you with due care and skill. You must use the Service in accordance with the Agreement and ensure that any person you allow to use the Service complies with the Agreement.
- (b) Without limiting any other obligations you may have under this Agreement (including your obligations under the General Terms and the Fair Use Policy in **Appendix B**) you must not:
 - (i) Use the Service other than for your own personal or business use;
 - (ii) Wholesale any Telephony Service (including transit, refile or aggregate domestic or international traffic) on our network;

or

 - (iii) Use the Service in connection with a device that switches or re-routes network traffic to or from TeleChoice's network or the network of any supplier;

without first obtaining our written consent and TeleChoice may give or withhold consent, or provide consent subject to certain conditions, at the complete discretion of TeleChoice.

- (c) If you breach paragraph (b) above, TeleChoice may, in addition to and without limiting TeleChoice's other rights under the Agreement, provide you with a Breach Notice in accordance with the Fair Use Policy (**Annexure B**) or immediately suspend or cancel the Service.

2.6 Applying for the Service

- (a) You may be required to pass a credit check at the time you apply for the Service. The credit enquiry may remain on your credit file for up to 5 years; and/or
- (b) We may require you to enter into a direct debit arrangement whereby you authorise TeleChoice to debit service charges for the Service from your Australian bank account.

3. SERVICE CHARGES

3.1 What are the charges for the Service?

- (a) You must pay:
 - (i) The fees and charges for the Service, which are set out in the Pricing Tables, on our website at www.telechoice.com.au/legal, or in any applicable special;
 - (ii) Any additional fees and charges noted in the Agreement (including in Your Application) or as notified by TeleChoice in accordance with the Agreement from time to time; and

- (iii) Any Service Connection Fees, including Line Installation fees as specified in the Pricing Plan.

The Service is charged as follows:

- (b) Your plan has a monthly access fee, as described in the pricing tables, which is charged a month in advance for the term of your agreement as defined in clause 5 below.
- (c) You will be charged the access fee each month regardless of the actual usage of the Service during that month.
- (d) You will be charged in arrears for any usage which is outside of the plan inclusions (excluded calls/usage). For example international call usage tariffs are dependent on the length of the call, destination of the call and type of call (to fixed or mobile).
- (e) You must pay us all fees and charges that are incurred in using the Service even if you did not authorise its use, including any fees and charges incurred by your secondary contact person, as identified in Your Application, arising from that person's access to and operation of the Service.
- (f) You must pay the fees and charges for the Service even if the Service is unavailable or you are unable to access the Service.

3.2 Types of fees and charges (including minimum monthly payments, administration charges and other charges)

- (a) You will be charged the Access Fee each month regardless of the actual usage of the service during that month.
- (b) Unused portions of the included usage credit component of the Service will be forfeited and cannot be used in any way in subsequent months.
- (c) Some charges, including the following, are not included in your included plan value:
 - (i) International Calls;
 - (ii) Value Added Services;
 - (iii) Equipment Charges;
 - (iv) Minimum monthly payment or Access Fee; and
 - (v) Calls to special numbers, premium rate Mobile Services and Third Party content, unless specified otherwise.
- (d) The Pricing Tables include full details of what is included in and excluded from your Pricing Plan.
- (e) In addition to the fees and charges you incur in the normal use of the Service (including a minimum monthly payment), TeleChoice may charge you an administration fee and/or other similar charges (such as a suspension fee, cancellation fee or late payment fees, bill re-print fees, barring fees, payment dishonour fees and reconnection or reactivation fees). These charges are set out in the Pricing Table the Service.

- (f) TeleChoice may also ask you to make a pre-payment usage charge or request that you make an interim good-faith payment, upon reconnection or reactivation of the Service following a suspension or cancellation or where you have incurred high levels of fees and charges for excluded calls identified in the Pricing Plan.

3.3 How does TeleChoice calculate fees and charges?

- (a) To calculate fees and charges, TeleChoice looks at billing information generated or received by TeleChoice from our Supplier.
- (b) If you use the Content and/or Services of a third party Supplier, you will be billed at the third party's applicable rates and charges. TeleChoice may bill you for your use of the Services of a third party, but only if TeleChoice is acting in TeleChoice's capacity as that third party's billing agent.

3.4 Can you change your Pricing Plan?

- (a) You may change your Pricing Plan:
 - (i) If your current Pricing Plan allows you to change; and
 - (ii) If you meet the eligibility criteria for the Pricing Plan that you want to change to (for example, if you are changing from a Pricing Plan with lower charges to a pricing plan where there are higher charges, that you meet the credit requirements of the new Pricing Plan).
- (b) Under the terms of your Pricing Plan there may be conditions attached to changing your Pricing Plan. Please refer to the pricing tables for details of your Pricing Plan.
- (c) From time to time TeleChoice may offer you an option to upgrade your equipment or to renew your fixed term contract. TeleChoice may refuse your application to upgrade if you have not completed your initial fixed-length agreement or TeleChoice may require you to pay the sum of any outstanding upfront costs or instalments for your existing equipment.

3.5 Variable charges

- (a) Some fees and charges for the Service are subject to variation, such as charges relating to:
 - (i) International Mobile Services; and
 - (ii) Content or Premium Telephony Services.

3.6 Connection charges

- (a) Connection charges will apply to new services and existing services transferred to TeleChoice. For details of connection charges refer the Pricing Plan for the Service.
- (b) The Service is sold as a single product. In the event that the Broadband Service is not available at your location or premises you will still be liable for any connection fees associated with the activation of the Home Phone Service and you will be charged the

applicable rate as per the Pricing Plan for the home phone service until such time as you move your service to another provider. Connection and call charges for the Home Phone Service are outlined in the Price Table for the Service.

4. BILLING AND PAYMENTS

4.1 How often will TeleChoice bill you?

- (a) TeleChoice will send you a monthly bill for your use of the Service and for any associated usage charges for earlier periods if they have not been paid by you.
- (b) If the charges incurred since your last bill are below a minimum amount specified by TeleChoice from time to time detailed on your bill, TeleChoice may elect to not send you a monthly bill until the charges you incur have reached that specified amount.
- (c) If TeleChoice has not sent you a monthly bill, TeleChoice will always send you a bill at the end of the quarter for all charges incurred during that quarter, even if your account has not reached that specified amount.

4.2 What will appear on your bill?

- (a) TeleChoice will try to include on your bill all charges for the relevant billing period. However, this is not always possible and TeleChoice may include these unbilled charges in a later bill(s).
- (b) Your first bill will have a pro-rata minimum monthly payment and include a call credit component for the part of the month in which the Service is connected.

4.3 TeleChoice may use a billing agent to bill you

TeleChoice may bill you using a billing agent (which may be another entity associated TeleChoice).

4.4 What types of payment methods may you use?

- (a) You may pay by one of the payment methods as set out in the payment notification, on your bill or on TeleChoice's website.
- (b) In some circumstances (for example, based on TeleChoice's credit assessment of you), you may be required to pay by direct debit.
- (c) If your payment is not honoured (for example, in the case of insufficient funds for direct debit or credit card payment, or a dishonoured cheque), TeleChoice may charge you a fee.

4.5 When must you pay your bill?

- (a) Subject to clause 11.2 of the General Terms, you must pay the entire amount billed by the due date specified in the payment notification, or as otherwise notified by TeleChoice, except for any disputed fees or charges for which TeleChoice have suspended payment obligations.

- (b) In some circumstances (see clause 3.2 (f) above) TeleChoice can also ask you to pay TeleChoice a reasonable amount before you receive any monthly bill or during connection to the Service by a due date specified by TeleChoice. These amounts will be credited to your account.

4.6 What happens if you do not pay your bill by the due date?

If you do not pay your bill by the date the payment is due, TeleChoice may:

- (a) Charge you a late fee and/or a dishonour fee. You should see the Pricing Table for the Service to check the fees that apply.
- (b) If you have agreed to pay by direct debit, debit your bank account with the overdue amount unless TeleChoice have received notice from you disputing your bill. If a direct debit fails or is rejected, TeleChoice reserves the right to pass on to you any charges that TeleChoice may incur.
- (c) Stop you using some or all of TeleChoice's Services (including restricting outgoing and incoming calls, and restrict Broadband Service availability and/or speed).
- (d) Suspend or cancel the Service, in accordance with clause 12.1 or 12.3 of the general terms as relevant or in accordance with the Service description. If TeleChoice bars, suspends or cancels the Service, TeleChoice may charge you a barring fee, suspension fee, cancellation fee or reconnection or reactivation fee. Reconnection or reactivation of the TeleChoice Service is subject to payment of the reconnection or reactivation fee. You should see the relevant pricing table for the TeleChoice Broadband and Home Phone Bundle Service concerned to check if a barring fee, suspension fee, cancellation fee, reconnection or reactivation fee applies, and if so, what that fee is.
- (e) Engage a Mercantile Agent or lawyer to recover the money you owe TeleChoice. If TeleChoice engages a Mercantile Agent or lawyer, TeleChoice may charge you a recovery fee and/or seek to recover relevant expenses.
- (f) Notify credit reporting agencies as to your credit worthiness, credit standing and credit capacity.
- (g) Institute legal proceedings against you to recover the money you owe TeleChoice. If TeleChoice institutes legal proceedings against you, TeleChoice may also seek to recover from you interest at a rate prescribed by statute in the State in which legal proceedings are commenced together with legal costs reasonably incurred.
- (h) On-sell any unpaid amounts or debt to a third party. If TeleChoice does this, any outstanding amounts will be payable by you to that third party.

4.7 Multiple TeleChoice Services

If you have more than one service with TeleChoice and you are in arrears in payment for that service, TeleChoice may elect (with your consent) to recover any amounts outstanding for any of your services from any of your

accounts for services (including Mobile Service Accounts) that have positive balances or bill you for the use of the Service on your other account.

4.8 What happens if you have overpaid?

- (a) If you have overpaid as a result of a billing error:
 - (i) Your account will be credited with the amount you have overpaid; or
 - (ii) If you have stopped obtaining the Service, TeleChoice will use reasonable endeavours to notify you that you have overpaid and refund the over payment.
- (b) When TeleChoice refunds overpaid amounts under this clause 4.8, TeleChoice will refund the overpaid amount to you by sending you a cheque, unless your overpayment was made by credit card where TeleChoice will pay the refund back against your credit card.
- (c) Any credits applied to your account will first be used to offset any outstanding overdue charges before a refund will be issued.

5. AGREEMENT TERM

5.1 What is the contract period of the agreement?

- (a) The TeleChoice Broadband and Home Phone Bundle Service is provided on an initial 3 month contract period (Initial Contract Period). Refer to the Service's Pricing Plan to identify the minimum total cost of your contract period.

5.2 Can I cancel or move my service?

- (a) You may cancel or move your TeleChoice Broadband and Home Phone Bundle Service to another provider at any time by providing us with 60 days notice.

5.3 What happens if I terminate my Service before the end of the Initial Contract Period?

- (a) If you cancel the Service before the end of the Initial Contract Period you will be liable to pay early cancellation fees, these are calculated as follows.
 - (i) The remaining months, or part thereof, of your contract multiplied by your monthly access fee.

5.4 What happens at the end of my contract period?

- (a) If 60 days before the end of the Initial Contract Period or Renewal Period (whichever is applicable) you do not notify TeleChoice that you wish to stop the Service, the Agreement continues for a Renewal Period of 60 days.
- (b) If you notify TeleChoice within 60 days, prior to the end of the Initial Contract Period or Renewal Period (whichever is applicable) that you do not wish to continue the service, the Agreement ends at the end of the Initial Contract Period or Renewal Period (as the case

may be) and the service will cease to be supplied from TeleChoice form that period.

5.5 Termination

- (a) TeleChoice May Terminate the Agreement at any time after 30 Days Notice.
- (b) TeleChoice may terminate this agreement if you have breached this Agreement and have not remedied that breach within 14 days notice from TeleChoice.
- (c) If TeleChoice terminates this Agreement under clause 5.5 (b) or you terminate this Agreement before the end of the Initial Contract Period, or Renewal Period; you must pay TeleChoice the Early Termination Fee; all Fees payable for the balance of the Initial Contract Period or Renewal Period and all unpaid amounts for any supplied equipment and/or connection Charges.

6. PHONE NUMBERS

6.1 Your phone number

The Service includes a telephone number.

6.2 Transferring your existing phone number?

You should be able to retain your home phone number if you are transferring your number to us from your current provider. If you are a new TeleChoice customer and you are relocating from your current location or premises, then we can not guarantee that you will be able to take your current phone number to your new address.

- (a) Where you wish to transfer a telecommunication service to us from another supplier, and we agree, we do so subject to:
 - (i) The connection / transfer requirements for those services.
 - (ii) Your eligibility for those services.
 - (iii) The availability of those (goods or) services
 - (iv) You meeting our credit management requirements.
 - (v) You paying any associated fees, including any fees that are charged to us, by your existing supplier or by our wholesaler.
- (b) By Transferring your home phone number to TeleChoice, you:
 - (i) Will remain responsible for all amounts owing to your current supplier for any services they supply to you.
 - (ii) Will transfer any value added services. Whilst you may not be paying for those services with your current provider you will be charged for these services by TeleChoice. To prevent incurring these charges, you must contact your

current service provider and cancel any existing service that you do not want to have transferred. The Charge for these value added services is detailed in Appendix A Value Added Services.

- (iii) May incur a handset rental charge from your previous provider. Whilst this charge may not be itemised on your current provider's account the charge associated to handset rental may be passed on by TeleChoice on your previous provider's behalf. You may elect to cancel the handset rental with you previous provider and provide your own handset.
- (iv) May not be able to transfer or access all value added services or special features linked to your current home phone.
- (v) To see what special features are available, and the charges for them please refer to **Appendix A— 'Value Added Services – Broadband and Home Phone'**.

6.3 How are new phone numbers allocated?

All new phone numbers are selected, issued and used by TeleChoice in accordance with the ACMA's Numbering Plan and Telecommunications Numbering Plan Number Declarations (numbering regulations).

6.4 Transferring from TeleChoice

- (a) You can transfer your telecommunication services from us to another supplier and in doing so you acknowledge:
 - (i) It is your responsibility to arrange the transfer with the new supplier;
 - (ii) You remain responsible for all charges payable under your customer contract with TeleChoice, including usage charges until the transfer takes place;
 - (iii) You must pay all our outstanding fees and charges immediately, and the accrued fees and charges immediately upon invoice. Including any equipment charges, cancellation or early termination fees or any fees or charges imposed by TeleChoice's carrier as a result of you transferring your phone number to another supplier.
 - (iv) You can only transfer the phone number, you cannot transfer include value, any included usage credits you have on your account will be lost.
- (b) You may only transfer a phone number for which you are the authorised customer.
- (c) TeleChoice will generally bill you for the charges in clause 5.4(a) (iii) above in the next billing period, but TeleChoice may issue you with subsequent invoices in relation to unbilled fees and charges for up to 190 days from the date you incurred the charge.

7. Equipment

7.1 Provision and specifications of the equipment

- (a) You may obtain a modem and/or fixed line handset from TeleChoice for use with the Service, or you may choose to use a modem or fixed line handset you have or have obtained from a third party.
- (b) You must ensure that you have compatible, working equipment installed to access and use the Service including but not limited to a modem, router and cabling. We will not reimburse you for access or performance problems caused by equipment which is not supplied by us or if the warranty has expired.
- (c) If we have agreed to supply you with a piece of equipment, we reserve the right to and may supply an alternative model or brand of equipment, of similar quality and technical specification to the equipment depicted on our website.
- (d) Any modem, router, home phone or device that you wish to use with the TeleChoice Broadband and Home Phone Bundle Service must be of a kind approved by TeleChoice.
- (e) TeleChoice only provides technical support for makes and models of modem/router supplied by TeleChoice. If you are using a model of modem/router not supplied by us, assistance may be available directly from the equipment manufacturer's own technical support service.
- (f) Support, maintenance and/or consulting in respect of your equipment are not provided as part of the Service. You are responsible for any expenses relating to cabling, configuration and/or modifications to your equipment.

7.2 Your responsibilities in relation to your service equipment

- (a) Unless you obtain the modem, router or home phone (the equipment) from TeleChoice for use with the TeleChoice Broadband and Home Phone Bundle Service, TeleChoice makes no warranty under the Agreement:
 - (i) That the equipment is suitable for use in connection with the TeleChoice Broadband and Home Phone Bundle Service or any value added Service features; or
 - (ii) About the quality of the equipment.
- (b) Unless you obtain the equipment from TeleChoice for use with the TeleChoice Broadband and Home Phone Bundle Service, you are responsible for making sure that:
 - (i) All regulatory approvals for your equipment have been obtained; and
 - (ii) Your equipment complies with all relevant technical regulations and specifications at all times.
- (c) You are responsible for the maintenance of your equipment.

7.3 What can TeleChoice do if your equipment is faulty or interferes with the Service?

If your equipment appears to be faulty or interferes with the TeleChoice Broadband and Home Phone Bundle Service, TeleChoice is entitled to require you to:

- (a) Cease using the equipment until the problem has been corrected; and/or
- (b) Present the equipment to TeleChoice for inspection and determination of the ability to use this equipment with the Service.

8. ACCESS RESTRICTIONS

8.1 Barring of calls made from your service

At your request, TeleChoice can bar certain calls made from your home phone service. TeleChoice cannot bar calls to emergency Mobile Service Numbers 112 and 000.

8.2 Barring of calls to 190 numbers

Calls to 19xx numbers are automatically barred. You can request access to 19xx numbers by contacting TeleChoice Customer Service.

8.3 Barring for payment default

Where you fail to pay your account by its due date, we may impose barring or temporary disconnection on your telecommunication services

9. SERVICE DISCONNECTION

9.1 We may suspend or disconnect your service:

- (a) If you fail to pay your bill and any charges for the Service in accordance with clause 4.5; or
- (b) If use the Service for commercial use, sale or exploitation or for a fraudulent or illegal purpose and/or in breach of our Fair Use Policy (see **Appendix B**); or
- (c) In the event of an emergency or natural disaster; or
- (d) If you breach your obligations at 10.1 below or the warranty at 11.1 below.

9.2 Home Phone Service

- (a) If your services are disconnected you may lose your telephone number. In the event of reconnection we will endeavour to retrieve your number, but this cannot be guaranteed.

9.3 Broadband Service

- (a) In order for TeleChoice to provide fair access to all of its customers, we may automatically disconnect the Service when you:

- (i) Breach our Fair Use Policy (**Appendix B**); or
- (ii) Breach any other relevant Policies.

9.4 Broadband and Home Phone Bundle Service

- (a) We will disconnect your bundle service where:
 - (i) The Agreement is terminated;
 - (ii) You have failed to pay us your account when it is due; or
 - (iii) You transfer that telecommunication service to another supplier.
- (b) TeleChoice does not guarantee that your Network access will be free from other disruptions but will, in good faith, make reasonable endeavours to allow your continuous access to the Service.

10. OBLIGATIONS

10.1 Home Phone Service

You acknowledge that you must:

- (a) not re-supply, re-sell or provide our telecommunication services to another party without our consent;
- (b) notify us immediately if the telecommunication services are defective;
- (c) not use telecommunication services for an unlawful purpose;
- (d) not use or connect any equipment on telecommunication services unless it is approved:
 - (i) by the Australian Communication Authority and bears their approval logo; and
 - (ii) by us;
- (e) pay for any works which our wholesaler needs to carry out to enable the telecommunication services to the customer premises;
- (f) provide us with any information (including copies of documents) we reasonably require;
- (g) provide us with reasonable access to the customer premises where you wish to enable or rectify a telecommunication service.

10.2 Broadband Service

- (a) You are responsible for any access to the Network through your User ID, whether the access was made by you or not
- (b) In using the service you must not:
 - (i) damage, interfere or modify the Network or any network connected to the Network;
 - (ii) give anyone else access to the Network;
 - (iii) breach any law;
 - (iv) use incompatible products;

- (v) infringe or interfere with any else's rights, including privacy and intellectual property rights;
- (c) In using the Service you must:
 - (i) Comply with our Fair Use Policy (**Appendix B**);
 - (ii) Comply with all reasonable directions and instructions from TeleChoice in relation to your use of the service including any Take Down Notices brought to your attention by TeleChoice;
 - (iii) Provide all information and assistance as is reasonably required by TeleChoice in order to enable us to comply with the obligations of our agreements with third party carriers and suppliers;
 - (iv) Provide reasonable and safe access to your premises for any maintenance or repair services by TeleChoice or its agents or suppliers.

11. WARRANTIES

11.1 You warrant that:

- (a) You are fully authorised and have full legal capacity to enter into this Agreement and to request us to transfer, change or connect the telecommunications service.
- (b) You will not use the service for commercial use, sale or exploitation or for a fraudulent or illegal purpose and/or in breach of our Fair Use Policy (**Appendix B**).
- (c) The information you have provided in Your Application for this service is true and correct.
- (d) You have reviewed the Agreement, the General Terms, The Pricing Table for the Service and the technical specifications for the Service in Appendix M.

11.2 To the extent that implied terms can be lawfully excluded, TeleChoice excludes all implied terms from the Agreement.

12. INDEMNITY AND RELEASE

12.1 You agree to indemnify TeleChoice for any damages or loss suffered as a result of your breach of the Agreement.

12.2 You release TeleChoice from any liability arising from:

- (a) Disruption of the Service; and/or
- (b) A force majeure event such as act of God, war, terrorism, riot, insurrection, vandalism or sabotage affecting the Service;
- (c) Cancellation of the Service; and/or
- (d) Cancellations or refusals related to incompatible products used in connection with the Service; and/or

- (e) Possible breaches of the Telecommunications (Customer Service Guarantee Standard) 2011.

13. ACKNOWLEDGEMENTS

13.1 You acknowledge and agree that:

- (a) Your access to the Service:
 - (i) will prevent you from using products or services that are incompatible with the Network;
 - (ii) may cause disruption to other telecommunications services, including telephone lines; and
 - (iii) will depend on Network availability (e.g. if the Network is busy);
- (b) TeleChoice's obligation to provide the Service is subject to your meeting the Technical Requirements; and
- (c) TeleChoice may disclose your personal information to its suppliers and contractors for the purpose of providing your Service.
- (d) We may monitor use of the service to see whether you (or any of your group members) are complying with the Fair Use Policy – Appendix B; or to investigate a breach (or suspected breach) of that policy. However, we are not under any obligation to enforce the Fair Use policy or any other policy that applies to anyone using services that we provide to them.
- (e) We may not be able to provide detailed information about your usage (or any of your group members' usage) of the Service (for example, information about what sites were visited and when).
- (f) We are not responsible for any loss caused by equipment provided by someone other than TeleChoice.

14. NOTICE

TeleChoice may provide notice to you in accordance with the Agreement via its website at TeleChoice.com.au/legal.

15. SEVERABILITY

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

16. CONTACTING TELECHOICE

Customer Service:	By phone:	1300TELECHOICE
	On the internet:	www.telchoice.com.au
	By mail:	PO Box 5161 South Melbourne Victoria 3205

National relay service: 133 677

If *you* are deaf or have a hearing or speech impairment *you* can use the services of the national relay service <http://relayservice.gov.au/> to contact us

Translating and interpreting service: 131 450

If English is not your first language *you* can use the services of the national translating and interpreting service.