

# Residential Broadband ADSL Registration



Please print clearly in **BLOCK LETTERS** to avoid delays in processing.

**Return this form by:** Fax 02 9850 0813  
**Post** PO Box 1844, Macquarie Centre, NSW 2113  
**Email** adsl@tpg.com.au  
**Enquiries** 1300 360 855  
**Register Online** www.tpg.com.au

## A Plan Type (Please select ONE box only)

Available Nationwide, excluding Tasmania. Subject to availability in your area. To confirm if you can get ADSL in your location visit: [www.tpg.com.au](http://www.tpg.com.au). The setup fee is a once-off payment. CC refers to Credit Card & DD refers to Direct Debit. Payment period to be paid in advance.

Plans	Monthly Cost	Speed	Monthly Download Quota (Peak + Off Peak)	Shaping	Setup Cost	IP Address	Emails	Webspace	Payment	Contract
<b>Flat Rate Plans</b> (no excess download charge)										
<input type="checkbox"/> <b>Light 256/6GB</b>	<b>\$29.95</b>	256/64k	6GB* (1GB+5GB)	64k/64k	\$59.95	Dynamic	5	10MB	CC Monthly	6 month
<input type="checkbox"/> <b>Light 512/10GB</b>	<b>\$39.95</b>	512/128k	10GB* (3GB+7GB)	64k/64k	\$59.95	Dynamic	5	10MB	CC Monthly	6 month
<input type="checkbox"/> <b>Medium 1500/18GB</b>	<b>\$49.95</b>	1500/256k	18GB* (8GB+10GB)	64k/64k	\$59.95	Static	20	30MB	CC / DD Monthly	6 month
<input type="checkbox"/> <b>Standard 1500/36GB</b>	<b>\$59.95</b>	1500/256k	36GB* (18GB+18GB)	64k/64k	\$59.95	Static	20	30MB	CC / DD Monthly	6 month
<input type="checkbox"/> <b>Premium 1500/50GB</b>	<b>\$69.95</b>	1500/256k	50GB* (25GB+25GB)	64k/64k	\$59.95	Static	20	30MB	CC / DD Monthly	6 month
<input type="checkbox"/> <b>Premium 8000</b>	<b>\$79.95</b>	8000/384k	18GB #	64k/64k	\$59.95	Static	20	30MB	CC / DD Monthly	6 month
<input type="checkbox"/> <b>Premium Plus 8000</b>	<b>\$99.95</b>	8000/384k	40GB #	64k/64k	\$59.95	Static	20	30MB	CC / DD Monthly	6 month

\* Consists of peak (9am - 4am) and off peak (4am - 9am) customer's local time) download quota. Speed will be shaped for the period in which the download quota has been exceeded (peak and/or off peak).

# Speeds will be shaped once inclusive download quota is reached.

## B Equipment (Please select ONE box only)

Modems / Routers	Price <sup>^</sup>	Usage Type
<input type="checkbox"/> <b>1 USB Port &amp; 1 Ethernet Port Combo ADSL2/2+ Modem</b> (includes one C-10 Central Filter)	\$69.95 + \$10 delivery fee	Provides both USB and ethernet connectivity
<input type="checkbox"/> <b>4 Port ADSL2/2+ Router</b> (includes one C-10 Central Filter)	\$99.95 + \$10 delivery fee	Directly connects 4 PC's to share the internet connection with firewall and NAT feature
<input type="checkbox"/> <b>Wireless 4 Port ADSL2/2 + Router</b> (includes one C-10 Central Filter)	\$149.95 + \$10 delivery fee	4 Port Fast Ethernet & 802.11g wireless connectivity
<input type="checkbox"/> <b>Wireless 4 Port ADSL2/2 + Router with VoIP</b> (includes one C-10 Central Filter)	\$169.95 + \$10 delivery fee	VoIP capable 4 Port Fast Ethernet & 802.11g wireless connectivity. Advanced security features: SPI firewall and IPsec VPN, Support QoS to prioritise voice and data traffic.
<input type="checkbox"/> <b>Bring My Own Compatible Modem/Router</b>	Your modem/router must be PPPoE compatible.	

All equipment comes fully configured and with over the phone installation consultancy. Makes and models of modems/routers supplied are subject to availability.  
<sup>^</sup> Modem / Router delivery is optional. A \$10 fee applies if not collected from 65 Waterloo Rd. North Ryde NSW 2113.

## C Additional Equipment/Services (Optional)

**Filters**  
 You require a Central Filter for each telephony device attached to your nominated ADSL line including cordless phones.

**C-10 Central Filter**  
 Quantity Required  at \$25 each

**If you have more than 3 telephony devices or a back-to-base alarm,** please call TPG sales for consultancy on 1300 360 855, select option 1, then option 2.

**Wireless Components**  
 You require a wireless card/adaptor when using a wireless router.

**PCI Wireless Card** Quantity Required  at \$49 each

**PCMCIA Wireless Adaptor** Quantity Required  at \$49 each

**USB Wireless Adaptor** Quantity Required  at \$49 each

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Dealer Code (TPG Dealer use only)

VISPC

## D Existing TPG Customers ONLY

Please enter your username if you are currently a TPG customer and you wish to upgrade or change your plan.

Username

## E ADSL Location Details

Please provide information as to where your broadband ADSL will be installed.

Phone No. (   )

Street Address

Suburb / Town

State    Post Code

## F Contact Details

Name

Company (if applicable)

ABN/ACN (if applicable)

Phone (   )

Fax (   )

Email

## G Billing & Equipment Delivery Details

Please supply your Billing Details, if they are different from your ADSL Location Details.

Your equipment will be sent to this address. Please note Equipment Delivery Address can not be a P.O. Box.

Name

Company (if applicable)

Address

Suburb / Town

State    Post Code

Phone (   )

Fax (   )

Email

## H Payment

**NOTE:** American Express / Diners Club cards incur a surcharge of 2.75% (incl. GST) of the payment amount when TPG debits the card.

### Debit my Credit Card

Card Type :

Visa  Mastercard  Amex  Diners Club

Card Number

Name on Card

Expiry Date

/

Verification Code

**NOTE:** For security purposes you are required to provide the Verification Code. The 3 digit number is located on the signature panel on the back of your Visa, Mastercard, Diners Club.

On American Express, the 4 digit number is located at the front of the card above the credit card number. Please write this number in the space provided.

### Direct Debit my Account - Please fill in the Direct Debit form on the following page.

If paying by Direct Debit please provide driver's licence or proof of age card number for age verification:

## I Referral Information

How did you hear about TPG? Please let us know who referred you, or where you saw our advertisement.

## J Agreement

I declare that I have read, understood and agree to abide by TPG's Terms and Conditions as stated overleaf, and verify that I am over 18 years of age and able to enter into a legally binding contract.

**SIGNATURE**

**NAME**

**DATE**

/   /

Day                      Month                      Year

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## Agreement with TPG Internet Pty Ltd (ABN 15 068 383 737)

This Direct Debit Authorisation ('DD Authorisation') and Service Agreement is issued by TPG Internet Pty Ltd. (User ID 142619)

The Service Agreement and the DD Authorisation contain the terms and conditions on which you authorise TPG Internet to debit money from your account and the obligations of TPG Internet and you under this agreement. You should read through the Service Agreement carefully to ensure you understand these terms and conditions before signing the DD Authorisation.

### A Direct Debit Service Agreement

#### 1. Our commitment to you

We will not change the amount or frequency of drawing arrangements without your prior approval.

TPG Internet will not disclose your details except where necessary to TPG Internet's financial institution and for the purposes of conducting direct debits with your financial institution.

TPG Internet will give you at least 14 days notice in writing if there are changes to the terms of the drawing arrangements.

TPG Internet will draw from your nominated financial institution account on the business day normally 7 days prior to the expiry of your current internet account's subscription period. If the due drawing date is not a business day, TPG Internet will draw on the business day before or after that date.

#### 2. Your commitment to us

It is your responsibility to:

- Ensure your nominated account can accept direct debits.
- Ensure there are sufficient funds available in the nominated account to meet each drawing on the due date.
- Advise us if the nominated account is transferred or closed, or the account details change.
- Arrange an alternative payment method acceptable to TPG Internet if TPG Internet cancels the drawing arrangements.
- Ensure that all account holders on the nominated financial institution account sign the Direct Debit Authorisation.

A fee of \$50 applies if the financial institution rejects a Direct Debit transaction.

If you choose to cancel your Direct Debit payment, please contact TPG Customer Service in order to arrange Credit Card payment.

#### 3. Your rights

You should contact TPG Internet if you wish to alter the drawing arrangements. This includes:

- stopping an individual drawing
- altering the DD Authorisation
- cancelling the DD Authorisation

Where you consider that a drawing has been initiated incorrectly, you should firstly contact TPG Customer Service on the number appearing above. If you are not satisfied with the response, please write to us. Your letter should be marked "Notice of Complaint" and addressed to: **TPG Internet** at the address appearing above.

TPG Internet will respond within 7 days of receiving your letter. TPG Internet has formal procedures for dealing with a complaint.

#### 4. Other information

TPG Internet reserves the right to cancel drawing arrangements if drawings are dishonoured by your financial institution.

Your drawing arrangements are also governed by the terms and conditions of your TPG Internet account.

### B ADSL Location Number

Please supply the phone number of the phone line you want ADSL to be installed on.

Phone No. ( )

### C Your Username

Once you have registered for TPG Broadband, we will send you your username via email, which you should then enter here.

Username

### D Contact Details

First Name

Surname

Address

Suburb

State Post Code

Phone ( )

Email

### E Direct Debit Payment Details

Please provide details of the account you wish to debit.

- I/We request TPG Internet Pty Ltd (ABN 15 068 383 737) to draw money from my/our account conducted with:

BSB Number

Account Number

Name of Financial Institution

Branch

Account-holder's Name(s)

### F Agreement and Authorisation

- I/We declare that I/We have read, understood and agree to abide by the terms of the Direct Debit Service Agreement and Terms and Conditions of my/our TPG Internet account, and verify that I/We are over 18 years of age and able to enter into legally binding contracts.

Signature

Full Name

Title

Date

Signature

Full Name

Title

Date

**0.0 PROVISION OF SERVICE**

This Agreement overrides and cancels any previous agreements, whether verbal or otherwise, arrangements or commitments between the Customer and TPG relating to ADSL Internet access services.

**0.1 DESCRIPTION OF SERVICE**

1.1.1 TPG ADSL and ADSL2+ are both high speed, broadband Internet access services which operate on the Customer's copper telephone line. These services allow the Customer to access the Internet and use their PSTN telephone service simultaneously.

1.1.2 The actual speeds of 8000/384k and 24000/1024k plans can vary substantially due to many factors, but not limited to distance from local exchange, quality of phone line, EMI (ElectroMagnetic Interference), the number and type of other services using the line, the capacity of the uplink and customer's modem/router.

1.1.3 Customers on ADSL2+ plans who are more than 3kms from the telephone exchange and/or with poor quality telephone lines may be limited to ADSL2 (G992.3) or ADSL1 (G992.1) modulation for stability purposes and due to technical limitation of Telstra infrastructure.

**0.2 AVAILABILITY OF SERVICE**

0.2.1 The Customer agrees and understands that in some cases it may not be possible to provide an ADSL/ADSL2+ service due to limitations (RIMs, Sub Exchanges, etc) or incompatibility with a third party carrier's network.

0.2.2 To get a TPG ADSL2+ service, the Customer must be in an area covered by TPG's ADSL2+ network.

0.2.3 Only TPG's ADSL2+ plans are available to Customers applying for broadband at exchanges where TPG ADSL2+ is enabled.

0.2.4 TPG does not guarantee provision of broadband to every applicant. If the service is unavailable, TPG will notify the applicant, and will not be liable for any loss caused by rejection of the Customers application.

0.2.5 The Customer also accepts that some services offered by a Third Party Carrier, such as PABX systems and certain fax services may be incompatible with the ADSL/ADSL2+ service and may not be available to the Customer after connection.

TPG's broadband business plans are available only to Customers who provide a valid ABN on registration.

**0.3 FAULTS AND OUTAGES**

3.3.1 The Customer agrees to direct all queries regarding faults/outages of their TPG broadband service to TPG's technical support Help Desk (see contact details online at <http://www.tpg.com.au/about/contact.php>). The Customer is liable for any inquiries to Third Party service providers or Telstra. TPG will invoice the Customer for costs incurred due to the Customer engaging a third party for assistance with their TPG service.

**0.4 INSTALLATION OF ADSL**

3.4.1 The Customer agrees to nominate an existing standard telephone service for delivery of the ADSL/ADSL2+ service and the Customer will continue to be responsible for all costs of the nominated service to their existing telephone carrier or to the telephone carrier of the Customer's choice.

3.4.2 If the ADSL connection is terminated due to, but not limited to, suspension of the Customer's telephone service or a change of lessee/retail details, a charge will be payable to reconnect the service - refer to Additional ADSL pricing at [www.tpg.com.au](http://www.tpg.com.au).

3.4.3 It is the Customer's responsibility to ensure that their computer and software conform to the minimum standards required to access and use TPG ADSL/ADSL2+. Our System Requirements are detailed online at [http://www.tpg.com.au/products\\_services/system\\_requirements.php](http://www.tpg.com.au/products_services/system_requirements.php)

3.4.4 For ADSL/ADSL2+ to be installed, the Customer's nominated telephone line must support it. Partial checks to confirm the telephone line can support ADSL/ADSL2+ are carried out on registration, but this does not guarantee the service can be successfully installed.

3.4.5 The Customer agrees and understands that their application may be rejected or delayed by Telstra due to, but not limited to, transpositioning (the line cannot carry ADSL/ADSL2+). The Customer acknowledges that such issues are outside of TPG's control.

3.4.6 Cancellations due to non ADSL/ADSL2+ provisioning must be thoroughly investigated before breakage of the contract.

3.4.7 The Customer acknowledges that there may be a minor disruption to the nominated standard telephone service during installation.

3.4.8 Where the installation of equipment involves a telephone line, the Customer warrants that the Customer is the legal renter of the telephone line or authorised by the legal renter to consent to the installation.

**2.0 Equipment****2.1 REQUIRED EQUIPMENT**

2.1.1 The Customer must ensure they have compatible, working equipment installed to access and use their TPG ADSL/ADSL2+ service including, but not limited to: Modem/router, filters, wireless cards and cabling. The Customer will not be reimbursed for access or performance problems caused by equipment which is not supplied by TPG or if the warranty is expired.

2.1.2 The ADSL USB modems supplied by TPG do not work in a routed environment and are not stable in a Mac OS or Pre Windows 98 (2nd edition) environment.

**2.2 MODELS OF MODEM/ROUTER SUPPLIED BY TPG**

2.2.1 TPG reserves the right to supply an alternative model or brand of modem/router, of similar quality and technical specification to the one displayed on the TPG website when the customer registered.

**2.3 TECHNICAL SUPPORT**

2.3.1 TPG only provides technical support for makes and models of modem/router supplied by TPG. If the customer is using a model of modem/router not supplied by TPG, assistance may be available directly from the manufacturer's own technical support service.

**2.4 FILTERING OF TELEPHONIC DEVICES**

2.4.1 Every telephonic device connected to the same telephone line as the ADSL/ADSL2+ service will need to have a suitable filter installed to prevent

interference between the device and the broadband service.

2.4.2 One standard filter for a standard telephone handset comes with every modem/router supplied by TPG. A stronger central filter will be required for every cordless telephone handset and for every fax machine on the same phone line as the ADSL/ADSL2+ service.

2.4.3 A central splitter must be installed on the service phone line, if you have:

(a) A monitored 'back to base' security system, which operates via the same phone line as the broadband service.

(b) More than 3 telephony devices connected to your broadband phone line.

(c) A mode 3 phone socket connected to your broadband phone line.

2.4.4 Installation of any required central splitter hardware is at the customer's own expense. The customer should contact an Austel approved technician or Telstra to install the central splitter. For further information contact TPG Sales (contact details are available online at <http://www.tpg.com.au/about/contact.php>).

**2.5 DELIVERY**

2.5.1 TPG will only deliver ordered equipment to the contact address supplied by the Customer on registration.

2.5.2 In a situation where a Customer is not available to receive delivered equipment and the equipment is returned to TPG, the cost of the return is carried by the Customer. In addition, TPG will charge the Customer to redirect/ resend the returned equipment.

2.5.3 Shipping & handling fees are non-refundable.

**2.6 WARRANTY**

2.6.1 ADSL/ADSL2+ equipment provided by TPG to the Customer is covered by a 1 year return to base warranty. This means that equipment thought to be faulty must be returned to TPG by the Customer, and at the Customer's expense, for testing, repair or replacement. Replacement units are not provided until testing has been completed, and the unit is found to be faulty by TPG.

2.6.2 The warranty period will commence from the date of despatch from TPG.

2.6.3 The warranty period will not restart if a replacement unit is issued.

2.6.4 If equipment bought from TPG is returned to TPG within the 1 year warranty period is found to be faulty by us, we will replace, repair or credit the Customer for it at our discretion, unless we find the fault was caused by:

(a) A piece of equipment not supplied by TPG.

(b) A Force Majeure Event.

(c) Interference or modification to the equipment not performed by TPG or the manufacturer, or a failure to use the equipment in accordance with the manufacturer's or our specifications / instructions.

(d) Damage caused by the Customer or a third party.

2.6.5 Operation and maintenance of equipment which has not been purchased from TPG and is outside of any warranty provided by TPG, and any associated repair or maintenance costs are solely the Customer's responsibility.

**2.7 EQUIPMENT SPECIAL OFFERS**

2.7.1 'Equipment special offer' refers to free or discounted equipment (such as modems/routers) offered by TPG.

2.7.2 The Customer may redeem only one equipment special offer per registration, and the offer must be claimed on registration, or in writing within 30 days of registration.

2.7.3 Only offers which are advertised on the TPG website ([www.tpg.com.au](http://www.tpg.com.au)) for the Customer's particular plan at the time of registration are valid.

2.7.4 Equipment special offers are available to new TPG Customers paying the full ADSL/ADSL2+ setup fee.

2.7.5 Equipment special offers are not available to Customers who transfer (churn) to TPG ADSL from another provider.

2.7.6 Modem/router special offers cannot be exchanged for cash, credit or any other product or service.

**3.0 Billing**

3.0.1 The Customer agrees to pay all subscription fees and usage charges applicable to the broadband plan they have registered for. The Customer understands that all TPG fees and charges may be altered from time to time by TPG without notice, however, TPG will not increase the subscription fee for the Customer's plan until the end of the Minimum Contract Term.

3.0.2 Failure to pay subscription or usage charges will result in the suspension or termination of the Customer's broadband service. If the service is terminated due to non payment, it will be treated as a cancellation of service by the Customer, who will be required to pay any relevant reconnection or cancellation fees.

**3.1 REGISTRATION**

3.1.1 The Customer agrees to pay all equipment, delivery and set-up charges and their first subscription fee, once their nominated telephone line passes the initial service qualification test. Set-up charges are different for ADSL and ADSL2+ services. The charges will be as advertised online at the time of registration.

3.1.2 The Customer agrees to pay another full set-up fee to re-install their broadband service, if they provide TPG with incorrect registration details which result in the service being installed on the wrong phone line. The Customer must also provide the correct service details in writing to TPG before re-installation will proceed.

3.1.3 Where transpositioning of the Customer's telephone line is required for ADSL/ADSL2+ to be installed, TPG will charge the set-up fee and first month's subscription fee on receipt of written confirmation that the Customer wishes to proceed with transpositioning. These charges will be refunded if transpositioning fails, but if successfully completed, TPG will bill the Customer for any equipment ordered and related delivery charges.

3.1.4 TPG will commence the Customer's Initial Contract Period and subscription billing cycle on the day TPG ADSL is installed on the Customer's telephone line.

**3.2 THE MINIMUM CONTRACT TERM**

3.2.1 All TPG broadband plans have a Minimum Contract Term. The Minimum Contract Term is the minimum period for which the Customer must remain on and is liable for payment of their TPG broadband service from the time it is activated. If the Customer cancels the service before the end of the Minimum Term, they will be liable to pay out the remainder of this period, up to a maximum of \$350.

3.2.2 The Minimum Contract Term varies from plan to plan, and will be as advertised for the Customer's plan at the time of registration.

3.2.3 Once the Minimum Contract Term is over, the Customer's service will continue to renew automatically, and the Customer will continue to be charged for the service, until such time as the Customer cancels the service.

### 3.3 SUBSCRIPTION FEES

3.3.1 Subscription charges for TPG broadband plans are billed in advance. 6 days prior to the end of each subscription period the Customer's plan will automatically renew, and the following period's subscription fee will be charged.

3.3.2 Subscription fees are charged monthly, quarterly or another period as advertised for the Customer's plan.

### 3.4 THROTTLING

3.4.1 With some TPG broadband plans the Customer's download speed is throttled (slowed) to a specified speed once the monthly download quota is exceeded until the start of the next billing month.

3.4.2 With the plans which consist of peak and off peak download quota, the Customer's download speed is throttled (slowed) to a specified speed for the period in which the download quota has been exceeded (peak or off peak) until the start of the next billing month.

3.4.3 TPG reserves the right to change the peak and off peak times.

### 3.5 USAGE (DOWNLOAD) CHARGES

3.5.1 With some TPG broadband plans the Customer is charged for all downloads in excess of a specified monthly download quota, at the rate of 15 cents per megabyte.

3.5.2 Usage charges incurred within a billing month are charged at the end of that billing month.

### 3.6 PAYMENT OPTIONS

3.6.1 Payment options are credit card and/or direct debit from a nominated bank account, as specified on the TPG website for the plan chosen by the Customer. Accounts paid with an American Express or Diners Club card will incur a surcharge of 2.75% (incl. GST) of the payment amount when TPG debits the card.

3.6.2 Plans which incur download charges, or call charges, can only be paid by credit card. This applies to broadband plans bundled with a Virtual Phone Card (VPC) or VoIP Telephone Service, as well as 'Value' and 'Pay as You Go' plans.

### 4.0 Additional Charging

#### 4.1 ADDITIONAL CHARGES

4.1.1 The Customer understands that all changes to their broadband plan/service may incur fees including, but not limited to: Changes in bandwidth/speed/configuration/plan, relocation of the service to a different address or telephone number, and termination of the service. TPG will charge the relevant fees specified online at [www.tpg.com.au/products\\_services/adsl\\_additionalprices.php](http://www.tpg.com.au/products_services/adsl_additionalprices.php) on receipt of the Customer's application.

4.1.2 TPG is not liable for any interruption in the Customer's service while a change to the Customer's plan/service is being processed and implemented. Customers can contact TPG Customer Service on 1300 360 855 for an estimate of how long the service may be disrupted due to a specific change. TPG cannot guarantee such estimates.

4.1.3 TPG will not reimburse subscription charges incurred while a change to the Customer's TPG service is being processed or implemented, and will not be liable for any loss or damages associated with disruption of the service while the change is being implemented.

4.1.4 A change to a Customer's service will only be implemented once TPG receives all necessary information by way of an online application (see [https://cyberstore.tpg.com.au/your\\_account/](https://cyberstore.tpg.com.au/your_account/)) or in writing by email, fax or post. Contact details are available online at: <http://www.tpg.com.au/about/contact.php>.

#### 4.2 IP ADDRESSES

4.2.1 TPG broadband plans provide dynamic or static IP addresses as described in the plan specification 'Static IP address' refers to layer 3 or layer 2 (PPPoE) broadband connections where the Customer's router/modem is assigned a specific IP address(s) that is allocated for the time of the contract.

4.2.2 If the Customer has a plan with a static IP address(s), and applies to change their TPG plan/service in any way, TPG will endeavor to retain the Customer's IP address(s) but reserves the right to assign the Customer a new IP address(s).

#### 4.3 RECONNECTION OR RELOCATION OF ADSL SERVICE

4.3.1 Any interruption/change to the Customer's telephone service will cause the ADSL/ADSL2+ service on that line to be disconnected, and the Customer will have to order, and pay a fee for reconnection/relocation of the service (as per online pricing at [www.tpg.com.au/products\\_services/adsl\\_additionalprices.php](http://www.tpg.com.au/products_services/adsl_additionalprices.php)). Such interruptions/changes include, but are not limited to:

- Cancellation/suspension of your telephone account.
- Change of service address (even if you keep the same telephone number).
- Change of telephone number (even if your address does not change).
- Change of telephone service lessee details.
- Installation of an ADSL/ADSL2+ incompatible product on the telephone line.

4.3.2 If the Customer's broadband service is terminated automatically, as in 1.4 e) above, it is the Customer's responsibility to inform TPG. If the Customer chooses not to reconnect their service, all of the usual conditions relating to cancelling an ADSL/ADSL2+ service will apply, including the fee for early contract termination.

4.3.3 If a Customer has a TPG ADSL2+ service and changes their location to an area where TPG ADSL2+ is not available, they may choose one of the following 2 options:

- Change to a current TPG ADSL plan, with a new Minimum Contract Term.
  - Cancel the TPG ADSL2+ service and pay out any remaining portion of the Minimum Contract Term up to a maximum of \$350.
- 4.3.4 If the Customer applies to relocate/reconnect their service during the Minimum Contract Term, and TPG determines that neither ADSL nor ADSL2+ are able to be provisioned at the their new address / telephone number, the Customer will be charged the remaining portion of the Minimum Contract Term, up to a maximum of \$350.

4.3.5 If relocation/reconnection of the Customer's service is delayed due to a factor outside of TPG's control (for example, there are no available ADSL ports

or transpositioning of the telephone line is required), the full early contract termination fee will apply if the Customer chooses not to proceed.

4.3.6 The Customer's Minimum Contract Term will restart on reconnection/relocation of the service. If, at the same time, the Customer changes their broadband plan, they will begin a new Minimum Contract Term as specified for that plan.

4.3.7 If the Customer's existing plan is no longer advertised on the TPG website at the time the relocation/reconnection is applied for, the Customer may be required to choose a new plan from TPG's current range, and begin a new Minimum Contract Term as specified for that plan.

#### 4.4 CHANGE OF PLAN

4.4.1 Migrating to another TPG ADSL/ADSL2+ plan does not reduce the Minimum Contract Term or terminate the original agreement or result in a reduction of the charges payable by the Customer to TPG. The new plan subscription and/or usage charges will apply from the date of the migration.

4.4.2 The Customer will be charged a plan change fee on receipt of their application to change their broadband plan, as displayed online at [www.tpg.com.au/products\\_services/adsl\\_additionalprices.php](http://www.tpg.com.au/products_services/adsl_additionalprices.php).

4.4.3 The Customer will be charged for any remaining portion of the Minimum Contract Term of their existing plan (up to a maximum of \$55), for changing to an ADSL plan with lower monthly access charge inside contract period.

4.4.4 The Customer will be charged the first subscription fee for their new plan at the time their plan change application is processed. Any paid, but unused portion of the Customer's old plan, as at the date of migration, will be credited to the Customer's account.

4.4.5 A new Minimum Contract Term, as specified for the new plan requested by the Customer, will commence from the date of migration to the new plan.

#### 4.5 CANCELLING AN ADSL/ADSL2+ SERVICE

4.5.1 The Customer may terminate their TPG ADSL/ADSL2+ service by giving TPG at least 30 days written notice. The Service has to be paid up to the end of the notice period.

4.5.2 If the Customer cancels their ADSL/ADSL2+ service before the end of their Minimum Contract Term the Customer will be required to pay out the remaining portion of this term, up to a maximum of \$350. Unused Virtual Phone Card call credit or VoIP call credit as at the date of cancellation will not be refunded.

4.5.3 If the Customer seeks to terminate their service due to a service problem/outage, before the Minimum Contract Term has ended, a full payout of the remaining portion of this contract term will apply, unless, in our opinion, TPG has had ample opportunity to resolve the problem.

v) The Customer authorises TPG to charge ALL termination fees, including, but not limited to, any remaining portion of the Minimum Contract Term to the Customer's credit card or direct debit account on receipt of the Customer's termination notice.

### 5.0 Usage

#### 5.1 CUSTOMERS RESPONSIBILITIES

5.1.1 The Customer is responsible for all usage charges in respect of the use of their broadband service, whether or not such usage was authorised, including usage caused by infection of the Customer's computer with a virus or due to other unauthorized third party intrusions.

5.1.2 The Customer is not to allow a Third Party to use their broadband service without direct supervision and/or written authorisation by TPG.

#### 5.2 CALCULATING DOWNLOAD USAGE

5.2.1 1GB (Gigabyte) is equal to 1000MB (Megabyte); 1MB is equal to 1000KB (Kilobyte).

#### 5.3 MONITORING USAGE

5.3.1 If the Customer is on a plan where connection speed is throttled, or they are charged for downloading, once a monthly download quota is exceeded, the Customer can view their recent download history, and total downloads for the month, by logging into their TPG account online at [https://cyberstore.tpg.com.au/your\\_account/](https://cyberstore.tpg.com.au/your_account/). TPG recommends that Customers monitor their usage regularly.

#### 5.4 RESELLING/ON-SELLING A TPG ADSL SERVICE

5.4.1 The Customer agrees that their TPG ADSL/ADSL2+ service may not be resold or on-sold, and that it is not available to the following: ISPs, Internet Cafés and Web Hosting Companies. Otherwise charges of \$10,000 per month for a 256K connection, \$15,000 per month for a 512k connection, \$20,000 per month for 1500K or \$30,000 per month for a ADSL2+ connection from the first date of connection will apply.

#### 5.5 Liability

5.5.1 The Customer warrants that they are the legal renter of the telephone line nominated for their ADSL/ADSL2+ service or are authorized to order installation of broadband on that line. The Customer also warrants that TPG is not liable for any costs associated with their nominated telephone line including, but not limited to, installation costs and line rental/maintenance costs.

5.5.2 The Customer acknowledges that TPG cannot be held responsible for any loss incurred by the Customer because of faults and/or failures within a third party Carrier's Network infrastructure.

5.5.3 Customers use the TPG broadband service at their own risk and TPG takes no responsibility for any data downloaded and/or the content stored on the Customer's computer. The Customer agrees not to make any claim against TPG, its suppliers, employees, contractors or assignees for any loss, damages or expenses relating to, or arising from, this Agreement or the use of the broadband service and/or TPG email services.

5.5.4 While TPG will endeavour to make its broadband services available to Customers 24 hours a day, 7 days a week, ADSL/ADSL2+ are not fault free and TPG cannot guarantee uninterrupted service, or the speed, performance or quality of the service. There are also many factors outside of TPG's control which affect ADSL/ADSL2+ delivery, such as: The performance of third party suppliers and equipment, forces De Majeure and performance of the Customer's own telephone service. TPG accepts no liability for interruptions to the Customer's ADSL service or for any resulting damage or loss suffered by the Customer or any third party.

5.5.5 TPG reserves the right to perform maintenance work from time to time, which may temporarily interrupt the Customer's access to the service. Where possible, TPG will perform this work during non-peak times.

5.5.6 The Customer hereby indemnifies TPG against all liability, costs, loss or damage, suffered or incurred by TPG, its suppliers, employees, contractors and assignees arising from their use of the ADSL Service.

5.5.7 TPG shall not be liable for the consequences of an occurrence of any event beyond its reasonable control and such event shall not amount to a breach of this Agreement.

5.5.8 Support, maintenance and/or consulting by TPG to the Customer shall be regarded as separate to this agreement. The Customer is responsible for any expenses relating to, but not limited to, cabling, configuration and/or modifications to the Customer's equipment.

5.5.9 TPG reserves the right to add, or delete web sites to/from its filter list without prior notice to the Customer.

## 6.0 Additional Terms and Conditions

### 6.1 BACK-UP DIAL-UP SERVICE

6.1.1 A backup dial-up service is available with all TPG ADSL/ADSL2+ plans for use by the Customer in the event of an outage, or from a remote location.

6.1.2 The backup dial-up service is charged at a rate of \$1.10 per hour, capped at \$16.99 per billing month, except for the Broadband Value 256 plan. Any dial-up usage incurred by a Customer on the Broadband Value 256 plan will be deducted from the Customers 200MB monthly download limit. Once the customer has exceeded the 200MB limit, additional dial-up usage will be charged at 15cents/MB.

6.1.3 Dialup usage is calculated in one-minute increments and charging is rounded to the nearest cent. A minimum access charge of 11 cents including GST per session applies.

6.1.4 By utilising the backup dial-up service, the Customer is agreeing to TPG's Dialup Terms and Conditions.

6.1.5 Each time the Customer connects to the Internet using their backup dial-up service, the Customer will incur call charges as per the Customer's contract with their telephone service provider. The Customer is solely responsible for all call charges incurred to connect to their TPG dialup service. Therefore TPG strongly recommend that the Customer check that the TPG dialup number they intend to use is a local call number.

### 6.2 BUSINESS AND EDUCATION BROADBAND PLANS

6.2.1 TPG Business and Education broadband plans are for commercial users, government organisations, educational organisations and/or non-profit organisations only. Commercial Users need to provide a current ABN to be eligible.

### 6.3 ADSL FAST TRANSFER (CHURN) AGREEMENT

6.3.1 The fast transfer process only applies to Customer's on a Telstra DSLAM with another provider who wish to transfer to a TPG ADSL service (not ADSL2+).

6.3.2 TPG do not guarantee access to the churn process, and will not be liable if the ADSL transfer application is rejected.

6.3.3 TPG will supply the ADSL service from the date the transfer takes effect (the Customer will be notified when this happens).

6.3.4 The Customer will pay TPG for all charges associated with the transfer.

6.3.5 The Customer will still be responsible to their current ADSL supplier for any charges incurred and/or billed up to the date the transfer takes effect.

6.3.6 TPG may refuse or cancel the Customer's service on the basis of its credit assessment of them.

6.3.7 After the transfer, the Customer may not be able to receive certain benefits they currently receive from their DSL supplier (e.g. discounts or specific product enhancements).

6.3.8 The Customer authorises TPG to act on their behalf to transfer their ADSL service.

6.3.9 The Customer's ADSL service will remain active with their current Internet provider until the transfer takes place.

6.3.10 The Customer will need to contact their current ADSL provider about any faults with their ADSL service until the transfer process is completed.

6.3.11 The Customer may experience an outage in their ADSL service of up to 4 hours whilst the transfer takes place. TPG is not liable for any downtime or delays, as we are dependent on a 3rd party to perform the transfer.

6.3.12 The Customer is the account holder of the ADSL service to be transferred, or is authorised by the account holder to transfer the service to TPG.

6.3.13 The Customer understands that it is their responsibility to check the terms of their contract with their current ADSL provider to determine if there will be any consequences under that contract as a result of this transfer, such as an early termination payment.

6.3.14 The Customer authorises TPG to confirm, on their behalf, their current technical data to be used for the ADSL transfer process only.

### 6.4 FREE EMAIL ACCOUNT

6.4.1 Virus filtering is performed on all email passing in or out of the TPG email servers, and will not be disabled on individual accounts. Email messages detected with a virus are rejected immediately with details of the virus. The Customer will not receive separate notification for each infected message which is rejected, but will be emailed a fortnightly summary of prevented viruses.

6.4.2 TPG Customers who regularly send virus emails, or have virus infected emails sent from their network, will be notified daily via email. Failure to fix the virus infected computer will result in a temporary block of all email services for that customer or network.

6.4.3 SPAM or Junk email filtering is performed on a per email account basis. The account holder is able to select the appropriate filtration level, or disable this service. Email detected and prevented from delivery can be viewed via a website.

6.4.4 Sender address verification is performed on all incoming emails. This is enabled by default, but can be disabled on a per email address basis.

6.4.5 TPG does not guarantee faultless storage of emails, and will not be liable for any damage or loss, including loss of time, resulting from storage faults.

Emails are only temporarily stored online for free email accounts. TPG will not be responsible for emails deleted automatically once the specified storage limit is reached - details of storage limits are available with the plan details online at [http://www.tpg.com.au/products\\_services/pop3.php](http://www.tpg.com.au/products_services/pop3.php).

6.4.6 TPG free email plans offer spam filtering and virus protection facilities. These features are to help the Customer protect themselves against unwanted viruses and junk email. TPG does guarantee protection against spam or viruses and recommends that Customers make use of other available protections such as anti virus software and firewalls.

6.4.7 TPG recommends that the Customer uses email client software (i.e. an email program) which will download and store copies of the Customer's email

on their own computer and/or will enable the Customer to make hard copies of important emails.

## TPG STANDARD TERMS AND CONDITIONS

### 1.0 General Agreement

1.1 TPG Internet Pty Ltd ACN 068 383 737 (hereinafter referred to as "TPG") and the Customer (being an entity subscribing to TPG for the provision of Internet services) agree that by accessing TPG Internet services, you accept, without limitation or qualification, these terms and conditions:

1.2 The Customer agrees to be bound by TPG's Standard Terms and Conditions as displayed at the TPG Internet web site [www.tpg.com.au](http://www.tpg.com.au). The Customer understands that TPG's Standard Terms and Conditions can be amended from time to time and the Customer should visit the TPG Internet web site regularly to be aware of any changes.

1.3 In addition to TPG's Standard Terms and Conditions, all other products such as dial up connection, permanent connections, ADSL & Web Hosting etc. are covered by specific contracts; these are TPG's [ADSL Terms and Conditions](#), [TPG's Dialup Terms and Conditions](#) and [TPG's Virtual Calling Card Terms and Conditions](#), [ADSL VoIP Bundle Terms and Conditions](#), [ATA and Softphone Terms and Conditions](#). Customers should note that these Standard Terms & Conditions and the additional Package Conditions may be revised at any time by way of update on the TPG Internet web site - [www.tpg.com.au](http://www.tpg.com.au). Customers are bound by any revisions as at the date they are displayed and should regularly examine the current Standard Terms & Conditions and the additional Package Conditions displayed on the TPG Internet web site.

1.4 This Agreement shall be deemed to have been made in Sydney, Australia, and it shall be governed and interpreted according to the laws, including conflict of laws, applicable in the State of New South Wales. Each of the parties submits to the jurisdiction of the Courts of New South Wales.

1.5 You confirm that you are at least 18 years old and that you have the legal capacity to enter into this agreement.

1.6 TO THE EXTENT PERMITTED BY LAW, NEITHER WE NOR ANY OF OUR OFFICERS, EMPLOYEES, AGENTS OR RELATED BODIES CORPORATE WILL BE LIABLE IN ANY WAY (INCLUDING FOR NEGLIGENCE) FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES SUFFERED BY YOU OR CLAIMS MADE AGAINST YOU THROUGH USE OF THE TPG SERVICE.

### 2.0 Provision of Service

2.1 TPG does provide support for the following: ADSL installations on the routers and modems purchased from TPG; New account set up & installation; Disconnections; Sending and receiving email from TPG Post Office; Connecting to the Internet; Viewing web pages; Downloading & uploading files & attachments. This support is NOT provided to Apple Mac users.

2.2 The Customer agrees that the IP Address(es) remains the property of TPG and that the Customer is renting the IP Address(es) during the period of their contract only. On termination of the Customers contract, any IP Address(es) rented from TPG, will be recovered by TPG.

2.3 IP addresses are maintained and administered by TPG only, which includes but is not limited to DNS delegation and routing.

2.4 TPG reserves the right to provide access to the Internet via TPG Proxy Servers. During peak periods modems may not always be available.

2.5 TPG wishes to use any information provided by you to contact you regarding any upgrades and/or the provision of any new services relating to TPG products and services via email, telephone, fax and/or any other forms of communication.

### 3.0 Billing

3.1 All administration, registration and set-up fees are non-refundable. Customers may exchange or receive a refund for equipment which has not been opened or used and has been returned to TPG within 30 days of purchase.

3.2 Downloads are calculated and where applicable charged monthly for all TPG Internet Packs.

3.3 Customers are able to retrieve a copy of their Tax invoices through the TPG homepage at [www.tpg.com.au](http://www.tpg.com.au). Tax invoices are not automatically sent to customers. To request a hardcopy of your tax invoice please contact our customer service department on 1300 360 855.

3.4 The Customer may elect to have their bills paid by way of a direct debit from an account held by the Customer at an approved financial institution or direct debit from a valid credit card (applicable to certain TPG plans only, see [www.tpg.com.au](http://www.tpg.com.au) for details). Changes to direct debit payments may take up to 30 days to be effected. Paying by Direct Debit from your bank account may delay the process by up to 5 working days, therefore TPG recommend using a credit card to minimize your waiting time.

3.5 Accepted credit cards: Visa, MasterCard, American Express, Diners Club. Accounts paid with an American Express or Diners Club card will incur a surcharge of 2.75% (incl. GST) of the payment amount when TPG debits the card.

3.6 The Customer is responsible for ensuring there are sufficient funds available in their nominated credit card or direct debit account at any time TPG bills the account. Dishonor fees and any other charges, expenses or losses resulting from TPG attempting to debit the credit card or direct debit account will be borne solely by the Customer.

3.7 The Customer hereby authorises TPG to charge any excess usage of their account at the current rate applicable to TPG services at the time the excess was used, excluding Flat Rate Broadband plans. In addition to fees and charges you incur in the normal use of your service, we may charge you an administration fee which may include cancellation fees, relocation fees and/or payment dishonor fees. These charges are outlined in our ADSL additional pricing which can be located at [www.tpg.com.au](http://www.tpg.com.au). Dishonored cheques incur a \$16.50 inc GST handling charge. Direct Debit rejections incur a \$20.00 inc GST charge.

3.8 Registration will not be processed without prior payment.

3.9 Customers are required to contact TPG 30 days prior to the end of their contract period should they wish to cancel their service. If we do not receive notification from the customer prior to the end of their contract period the service will roll over for the next billing period in accordance with our Standard Terms and Conditions.

3.10 The Customer is required to inform TPG if their credit card is due to expire two weeks prior to the expiry date and is required to provide TPG with details of a current credit card. TPG will close an account 2 days prior to the expiration of the nominated credit card if updated credit card details are not provided.

3.11 TPG reserves the right to check Customers details with credit referencing bodies/associations.

3.12 TPG reserves the right to charge the customer all fees specified in this agreement, unless otherwise agreed in writing by the customer and TPG.

3.13 TPG reserves the right to terminate the service immediately and recover all monies owing, from the first date of connection, including the cost of recovery, when payments are overdue.

3.14 TPG has the right to recover reasonable costs reasonably incurred from the Customer for any costs incurred for damages and/or repairs and/or maintenance and/or loss of business caused by, or resulting from, any of the activities listed in clauses 3.11, 5.6 and 6.2.

3.15 TPG may withdraw any plans/packages at any time, such changes will take effect from the end of current contract period.

3.16 Customers may transfer/migrate from any TPG Internet Access Plan to another TPG Internet Access Plan. Fees and a new contract period will commence once provision for the service has been completed.

3.17 Where the due date is not a business day, TPG will draw from your nominated financial institution account on the business day before or after the due date in accordance with the terms and conditions of your TPG account.

3.18 The Customer must advise TPG if the nominated account is transferred or closed, or the account details have changed.

3.19 A \$20 fee applies if the Customer's financial institution rejects the Direct Debit transaction.

3.20 TPG reserves the right to cancel drawing arrangements if drawings are dishonoured by the Customer's financial institution.

3.21 All notices and changes shall be in writing and shall be hand delivered, or sent by post, or facsimile, or email to the parties hereto at their respective addresses.

3.22 The Customer agrees not to assign, transfer, or re-sell any of the services provisioned by TPG under this Agreement or any rights given by the use of this service, unless prior written permission from an authorised officer of TPG has been given to the Customer.

3.23 The Customer agrees that, if the Customer uses the online registration system and inserts incorrect information online which is actioned by Telstra, that they, the Customer, will be liable for a resubmission payment to TPG.

3.24 TPG Internet pricing is subject to change without notice.

3.25 Telephone connection charges are the Customer's responsibility and are in addition to TPG subscription charges. To ensure the TPG Access number is a local call please contact your telephone provider. TPG shall not be liable, or reimburse Customers for any costs, technical support or phone charges incurred while establishing connectivity with TPG. Unless required by you, TPG recommends not using an "Auto Dialler" when connecting to the Internet.

#### **4.0 Usage**

4.1 The Customer must keep confidential any codes, passwords or other security information provided to them by TPG and must notify TPG without delay if these details are disclosed.

4.2 The Customer agrees to pay for all usage charges generated through their Username and Password or TPG Account.

4.3 TPG does not under any circumstances allow back channelling. TPG reserves the right to charge Customers for any incoming or outgoing traffic if this is breached at 20 cents per MB.

4.4 The Customer agrees that a TPG Internet Connection can only be used at one physical site and/or with one Network system operation at this site. TPG does not offer the right to use the connection for multiple sites.

#### **5.0 Liability**

5.1 TPG makes no warranties or representations as to the accuracy of information in or linked to this web site and assumes no liability for any errors or omissions in content.

5.2 TPG shall not be liable for any damage to and/or viruses that may infect your computer equipment or other property on account of your access to, use of, or browsing of our web site and/or your downloading of any materials, data, text, images, video or audio from the TPG Internet web site. TPG recommends the use of, and regular updating of, anti-virus, firewall and other appropriate security measures to ensure your computer system and information stored on it is secure.

5.3 TPG will use its best endeavours to filter incoming emails for viruses but will not be liable for any loss or damage that might be incurred as a consequence of preventing emails from being delivered or from permitting any emails to be delivered.

5.4 TPG is not liable for any indirect loss or damage, loss of profits, loss of business or anticipated savings, loss, corruption or destruction of data or for any other type of indirect or consequential loss or damage whatsoever, as a result of using this Service.

5.5 The Customer acknowledges that the service is not fault free and there may be interruptions and/or access difficulties from time to time. TPG is not liable for any downtime or for any problems that may arise due to the incompatibility of modems or equipment.

5.6 TPG assumes no responsibility or liability arising from the content nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy contained in any information. You are prohibited from posting or transmitting any unlawful, threatening, libellous, offensive, obscene, scandalous, inflammatory, pornographic, or other materials that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law.

#### **6.0 Misuse of Service**

6.1 You have no right to use any Trademark displayed on the TPG web site without the permission of the party that owns that Trademark.

6.2 TPG reserves the right to suspend or terminate, with or without notice, any Customer's account, which in TPG's opinion, directly or indirectly is involved in activities, which are detrimental to TPG's Internet Service or jeopardise the use of TPG's service or its performance for other Customers or how the wider community will perceive TPG. This includes, but is not limited to 'Spamming' e-mail or forwarding spammed e-mail to other Internet user's e-mail addresses, Customers listed or cause the listing of TPG or its Customers on any Real-time Black List, e-mail bombing and the use of bulk e-mail programs to unsolicited recipients, commercial advertising, informational announcements, charity requests, petitions for signatures, chain letters and political or religious messages, attempted unauthorised access to other Internet servers and systems, misrepresentation and abusive or offensive behaviour in newsgroups and other online facilities.

6.3 The Customer must not use the TPG service in a way or post to or transmit to or via the TPG service any material which interferes with other users or defames, harasses, threatens, menaces, offends or restricts any person or which inhibits

any other customer from using or enjoying the TPG service. The Customer must not use the TPG service to send unsolicited electronic mail messages to anyone. The Customer must not attempt any of these acts or permit another person to do any of these acts.

6.4 TPG reserves the right to suspend without notice any Customer's account involved in offensive and/or illegal activities under State and/or Federal laws. This includes the dissemination of banned pornographic material and other illegal content. In such cases the relevant law enforcement agency(ies) will be notified, and where possible, of fending material(s) passed on.

6.5 Customers who use a website or web hosting service provided by TPG for the public dissemination of violent or pornographic material must issue appropriate content warnings and provide viewing guidelines on their website, as per the Classification Act. This is especially important in respect to content which is likely to be considered unsuitable for children according to the Classification Guidelines provided in the Act. If it is brought to TPG's attention that these appropriate content warnings and/or viewing guidelines have not been provided, then TPG reserves the right to suspend or terminate the Customer's account and pass this information on to the relevant authorities.

6.6 The Customer agrees that it is a breach of this agreement to connect any equipment to the service that is not labelled with the ACA telecommunications compliance mark and the Customer will be liable for any damages or claims arising from this. In the case of dispute, the Customer agrees to provide TPG with access to their premises for the purpose of inspection.

6.7 TPG does not under any circumstances permit the resale to any other party of TPG Internet connections and/or bandwidth. Any Customer found doing this would be charged for all of that Customer's usage and any other party's usage to which they have sold or divulged material to enable access to TPG's Internet system at three times the current rate applicable. TPG may terminate the Customer's account without notice and without refunding any subscriptions paid but unused.

6.8 If the Customer, without prior written permission of an authorised officer of TPG, transfers, assigns or divulges any information which allows another person(s) or entity(ies) to access the Internet by using the Customer's allocated username and/or password then the Customer will be liable for any usage time incurred by the third party at the current rate applicable, and that Customer's account may be terminated immediately. This includes multiple concurrent logins of the same username and/or password (excluding TPG Easy Dialup Packs).

#### **7.0 Fair Usage Policy**

7.1 We (TPG) are committed to providing all our Customers with the most superior service possible and to assist us in meeting this commitment we ask our Customers to use our services fairly. If a Customer is identified to be making excessive use of our service and it is deemed to be a serious burden on the network TPG will warn the customer via email, if the customer does not rectify this matter in the giving time TPG then reserves the right to limit the Customer's connection speed or suspend their service without further notification to the Customer. TPG also reserves the right to terminate a Customer's contract if the above occurs more than 3 times since the start of the Customer's TPG contract.