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Terms and Conditions

By using or subscribing to Tropicnet, you are subject to the following terms and conditions:

1. Definitions

- 1.1 "Tropicnet", "our", "us", "we", "system" or "service" refers to Tropicnet, its networks, its systems and its services.
- 1.2 "You" or "your" refers to any subscriber, customer, member, person, corporation or device that connects to Tropicnet for the purpose of gaining access to the service and the system refers to any computer, network, concentrator, telephone, mobile telephone, PSTN line, terminal, or device that is used by Tropicnet to supply the service.
- 1.3 This agreement is governed by the laws in force in the state of Queensland, Australia, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland, Australia, when determining any dispute concerning this agreement.

2. Our Policy

- 2.1 We provide telephone, VOIP & internet services for the family, home user and business everywhere in Australia, with great value for money and affordable services that everyone can enjoy.
- 2.2 Our services are designed to be shared by you in a fair and equitable manner and not to be monopolized or abused by you at the expense of others.
- 2.3 Our customer service staff are here to help and assist you to find the resources or information required and to make your telephone, VOIP & internet experience with us more pleasurable.
- 2.4 We are unable to assist you with any support, repair or training for services, hardware or software that we have not provided you.
- 2.5 We operate a credit policy that is designed to minimize bad debts, keeping operating costs as low as possible and passing on any savings to you.

3. Application for Service

- 3.1 When you apply for a service with us, you will be asked for personal information and you authorise us to conduct any relevant credit checks necessary to enable us to determine your credit worthiness.
- 3.2 You must be at least eighteen years of age, and provide your correct name, current address and telephone number. We may also ask you for a copy of your current drivers license as part of determining your correct identity.
- 3.3 Your privacy will be respected at all times, however we may monitor or keep any records we may consider necessary about your use of our services.
- 3.4 Your application form is subject to this document and forms part of this agreement. We may accept and rely on a facsimile or scanned copy of your application form as if it was an original and you will be bound by it as if it was an original.

4. Returns Policy

- 4.1 We do not offer a return or refund for change of mind on any goods purchased.
- 4.2 We do offer to refund or exchange any product that arrives faulty, does not perform or match the description given at the time of purchase within 30 days of the date of sale.

4.3 After 30 days the faulty item is then subject to the manufacturer's warranty and no refund will be granted if fault is due to misuse.

5. Plans & Pricing Information

5.1 All our current plans and pricing are published on the Tropicnet web site, and on our brochures which are available at locations where our services are sold.

5.2 Our published plans and pricing may be subject to change from time to time and we will provide you with appropriate notice via e-mail, in the event that any change in our opinion, is detrimental to you.

5.3 Some of our plans are offered purely for promotional purposes and are subject to special conditions which are in addition to our standard conditions in this document.

5.4 If you would like to change your plan, you may request a plan change by calling us or submitted a request via our website or e-mail.

5.5 Any unused hours and/or unused data or calls on your current plan will not carry over to the new plan you have selected and any applicable excess fees must be paid to us before your plan change will take effect.

6. Your Conduct

6.1 When you use our service, you must not place, store or relay software or information on our system which is unlawful, or attempt to access internal areas of our system or engage in any form of "hacking", "relaying", "mail bombing", "ping attacks", "spamming", "port scanning", "denial of service", or any disruptive action against our system.

6.2 The password we provide to you must remain confidential and is not transferable and you may not assign, transfer or resell this agreement or service.

6.3 Our services may not be re-sold or used to provide data feeds for other systems, services or locations.

6.4 You are responsible for selecting and maintaining at your own expense any facilities or equipment necessary for you to connect to our system.

6.5 Our services are designed to be shared in a fair and equitable manner with other members utilizing our service and you may not use our service in such a way that, in our opinion, your actions will affect other members.

6.6 Our web hosting services are provided with no warranty, express or implied.

6.7 We are not responsible for your data, files, or directories hosted on our web hosting system. You are solely responsible for maintaining your own data, file, and directory structure backups.

6.8 Any material you submit for publication on our web hosting system must not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything libellous, illegal or harmful.

6.9 You may not use our system or service as a means to transmit or post defamatory, harassing, abusive, or threatening language.

7. Payment Terms & Method

7.1 You agree to pay for any services we provide to you, regardless of whether it is you or a third party who uses the services.

7.2 You agree that you will be charged for services we provide at our current prices published on the Tropicnet web site, or other prices agreed to at the time of application.

7.3 We operate a strict credit policy designed to provide you with low prices and to minimize our bad debts.

7.4 Our standard method of payment is via credit card; however we can provide you with alternative

payment methods if you contact our accounts department.

7.5 All credit card and direct debit billing is done by Tropicnet or its nominee and Tropicnet is the name that will appear on your credit card statement.

7.6 You can also make single credit card payments by calling 1300 13 95 18.

7.7 When you pay by direct deposit or EFT (Electronic Funds Transfer), your payment should be made to the Tropicnet bank account listed on your invoice, along with your customer number and name for reference.

7.8 If you are paying by cheque, your cheque should be made payable to Tropicnet and you should attach your remittance slip and customer number for reference.

7.9 You are charged one (1) month in advance. Therefore if your services start at the beginning of the month you will pay for a full month at that time. If you sign up partway through a month you will pay the remainder of the month from the date your service starts and your next invoice will be at the beginning of the next month.

7.10 You will be sent a notice on the third (3rd) day of each month advising you that your payment is due by or before the tenth (10th) day of the month.

7.11 A paper invoice will not be sent to you unless requested, otherwise an invoice will be sent by e-mail in the form of a pdf.

7.12 If you pay us by credit card, your credit card will be charged by us during the first seven (7) days of each month for the services you have selected.

7.13 If you pay by direct debit the payment will be processed within the first seven (7) days of each month for the services you have selected.

7.14 If you pay by credit card or direct debit then you must ensure that sufficient funds are available at the time of processing. If a payment is rejected you may incur costs from your own financial institution as well as be liable for any charges we may incur from our financial institution.

7.15 Credit card processing fees are as follows; invoices under \$300 are exempt, invoices between \$300 and \$700 will be charged \$7.00 per transaction and invoices over \$700 will be charged \$10.00 per transaction.

7.16 If you pay us by any other method, we must receive your payment no later than the tenth (10th) of each month.

7.17 If you have not paid on or before the tenth (10th) of the month you will incur a late fee of \$5.00. We may also suspend your service at this time without giving you notice.

7.18 If you dispute the amount of any charge, you must pay the undisputed amount by the tenth (10th) of each month.

7.19 If your account remains overdue by the end of the month we will suspend all or part of your services until you pay us all outstanding amounts.

7.20 If your service is suspended by us, we may charge you a re-connection fee of \$55.00 to re-activate your service.

7.21 Nothing in this section affects our rights to terminate this agreement.

7.22 If you direct us to transfer any services to another supplier, you must pay us all amounts up until the time we stop providing you any services and any other charges that we may become aware of after the date of transfer that relate to the services we provided to you.

8. Tropicnet Voice Services

8.1 If you chose to have us provide all your services, your services will be preselected to us and you agree to use us exclusively to provide all your long distance calls and not to use another carrier's override code.

8.2 When using our services, you agree to comply with all statutes, regulations, by-laws or licence conditions of any government body, and not to breach any person's rights or otherwise cause us or another carrier a loss, liability or expense.

8.3 You may not resupply this service to another person or corporation.

- 8.4 We may provide your voice and associated voice services through any carrier we choose and without reference to you.
- 8.5 Your service will be provided to the standard that our voice supplier provides the service to us.
- 8.6 We will use our best endeavour to reinstate your service if your service is disrupted.
- 8.7 Our obligations to provide the service to you will cease when you transfer your service to another provider.
- 8.8 If we are unable to discuss pricing options with you, we will select our best value rates for you.
- 8.9 If you have chosen to subscribe to our bundled services we will charge you at the published rates.

Charges

- 8.10 We will charge you monthly access charges, line rental, call charges and any relevant service charges as per the published rates on our web site, or a charge agreed to at the time of application.
- 8.11 We will charge you for any timed calls on a per second basis.

Plan Change or Cancellation

- 8.12 If you change or cancel your service plan, this does not take effect until we process your request. We will tell you of the likely timeframe when we receive your request or tell you when your request has been actioned.

"Transfer or Churn" of Services to Tropicnet

- 8.13 When you transfer or churn your services from another provider to us, you authorise us to sign on your behalf and in your name any forms required by us to transfer or churn the services as we direct.
- 8.14 You agree to immediately pay your previous provider any amounts owing to them for your services up to the date you agreed to transfer your services to us.

9. Notices

- 9.1 We will send regular notices to the e-mail address you have provided on your application form.
- 9.2 You must regularly check your e-mail address for important notices from us.
- 9.3 Notices are deemed to have been sent by us when date stamped by our sending mail server.

10. Cancellation

- 10.1 To protect your security and privacy, we cannot accept cancellations over the telephone.
- 10.2 To cancel your service you can request a cancellation via e-mail and our customer service department will contact you to finalize your account.
- 10.3 When you cancel your service, any money we are holding against your account will be applied against your last month of service, provided you have cancelled your service prior to the twentieth (20th) of the previous month.
- 10.4 Our voice plans have no contracts, however our ADSL plans are offered on 6, 12, & 24 month contracts. If you choose to disconnect your ADSL services there will be a \$10.00 charge per month for each remaining month in contract.

11. Complaints & Dispute Resolution

- 11.1 We understand that disputes and misunderstandings can arise between you and us and that conversations with different people can result in miscommunication.
- 11.2 Complaints or suggestions can be made via e-mail to sales@tropicnet.com.au.
- 11.3 On receipt of your complaint notice, we will investigate your complaint carefully with a view to resolving your complaint to your satisfaction within ten (10) business days.

12. Limitation of Liability

- 12.1 We are not liable for any loss, damage or injury (including without limitation any loss of profit, indirect, consequential or incidental loss, damage or injury) arising from your use of our service or information obtained from it.

12.2 We are dependent on external network and data services, therefore you indemnify us for any inability to provide such services which are beyond our control. We do not guarantee that access to any service either internal or external to our system, will be available at any given time or that any files, information or services will be error free or fault free.

12.3 Our failure at any time to enforce or require the strict compliance of any provision in this agreement shall not be interpreted as a variation of this agreement. We reserve the right to alter any services as required and to subcontract or assign this agreement without giving you any notice.

12.4 This agreement is binding upon you, your executors and administrators. If you are underage and have failed to disclose this to us, this agreement is legally binding on your parents or legal guardians.

13. Use of Information and the Privacy Act 1988

13.1 You agree to provide us with any information requested in connection with the provision of Services to you under this agreement and you authorise us to use the information provided by you as set out below, subject to the provisions of the Privacy Act, 1988, the Telecommunications Act, 1997 and any other applicable act or mandatory code of practice.

13.2 You authorise us and consent to us exchanging with other carriers all information about you and the services provided to you by us including, but not limited to, your name, billing address, street address, relevant telephone numbers and any information obtained by us for the purpose of processing your application; and

13.3 Any other carrier exchanging with us any information in the previous carrier's possession or under its control in relation to the services including, without limitation, all your records and, in particular, exchange line details, account information, call charge records and call event records; and

13.4 You authorise us to obtain from a credit reporting agency a credit report containing personal credit information about you in relation to commercial credit provided by us to you; and

13.5 You authorise us to obtain personal information about you from other credit providers, whose names you provided to us or that may be named in a credit report, for the purpose of assessing your application for commercial credit made to us; and

13.6 You authorise us to obtain a consumer credit report about you from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by you; and

13.7 You authorise us to provide any information about you to any law enforcement agency as required or authorised by statute or regulation.

13.8 We may refuse to provide you with information held about you where to do so would, in the case of personal information, pose a serious and imminent threat to the life or health of any individual; and

13.9 Where us providing access would have an unreasonable impact upon the privacy of other individuals; and

13.10 If the request for access is frivolous or vexatious; the information relates to existing or anticipated legal proceedings between the organisation and the individual.

14. Termination

14.1 We may immediately terminate your service by written notice, via e-mail, fax or letter, if in our opinion you breach any term or condition of this agreement; or

(a) a receiver or receiver and manager is appointed over any of your property or assets; or

(b) a liquidator or provisional liquidator is appointed to you; or

(c) you become bankrupt or you enter into any arrangements with your creditors; or

(d) you assign or otherwise deal with your rights under this agreement; or

(e) you cease to carry on business; or there is a material change in your direct or indirect ownership or control.

14.2 We may also terminate this agreement at any time by providing you with a written notice via e-mail, fax or letter, if the carrier we currently use ceases to provide necessary services to us.

14.3 You agree to pay for all services utilised during the term of this agreement.

14.4 If your service is terminated by us, you are personally liable and responsible for any money owing to us even if you signed the application on behalf of a corporation, business or other party.

Summary of credit card processing fees:

Invoice cost	Processing fee
\$0 - \$300	free
\$301 - \$700	\$7
\$701 and above	\$10

Summary of late fees:

Date	Action	Fee
3 rd of month	Invoice sent out	\$0 fee
10 th of month	Payment due date	\$0 fee
11 th til end of month	Late fee for unpaid invoice applied	\$5 fee
Each extra month	Late fee for unpaid invoice applied	\$5 fee