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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 "Member Area" or "Member's Area" refers to the area on the Tropicnet Web Site used by you to self manage your services and account.

1.4 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 service is highly automated and designed to give you as much control as possible over your own account and services in one of the most sophisticated "**Member's Area**" available.

2.4 Our Customer Service staff are there to help and assist you to find the resources or information required and to make your Telephone, VOIP & Internet experience with us more pleasurable.

2.5 We are unable to assist you with any support, repair or training for services, hardware or software that we have not provided you.

2.6 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 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. Plans & Pricing Information

4.1 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.

4.2 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.

4.3 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.

4.4 If you would like to change your plan, you may request a plan change in the Members Area which allows you to schedule when your plan will change.

4.5 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.

5. Your Conduct

5.1 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.

5.2 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.

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

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

5.5 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.

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

5.7 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.

5.8 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.

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

6. Payment Terms & Method

6.1 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.

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

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

6.4 Our standard method of payment is via credit card, however we can provide you with alternative payment methods if you contact our accounts department.

6.5 All Credit Card billing is done by Tropicnet or its nominee and Tropicnet is the name that will appear on your Credit Card Statement.

6.6 You can also make single Credit Card payments by calling 1300 13 95 18 or via the Member's Area.

6.7 When you pay by Direct deposit, or EFT (Electronic Funds Transfer), your payment should be made to the Tropicnet National Bank account listed on your invoice, along with your

Customer Number for reference.

6.8 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.

6.9 You are charged two (2) months fees (or one month plus pro-rata depending on which day of the month you service starts) as per the plan or service you have selected, at the time of subscribing to us.

6.10 One (1) month is applied to the first (1st) month of service, or part thereof, and the other month is always held by us as one month in advance as a security deposit.

6.11 If you join us during the month you will be charged pro-rata for any services charged in advance, calculated on a daily basis, for the first month.

6.12 You will be sent a notice on the first (1st) day of each month advising you that your payment is due by or before the tenth (10th) day of the month.

6.13 A paper invoice will not be sent to you, only a notice that your Invoice is available for collection from our Member's Area.

6.14 If you request a paper invoice to be posted, e-mailed or faxed to you, we will charge your account \$2.00 each time.

6.15 If you pay us by Credit Card, your Credit Card will be charged by us during the first five (5) days of each month for the services you have selected.

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

6.17 If you have not paid your account on or by the tenth (10th) of the month, we may suspend your service without giving you notice.

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

6.19 If your account remains overdue by the fifteenth (15th) of the month we will suspend all or part of your Services until you pay us all outstanding amounts.

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

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

6.22 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.

7. Tropicnet Voice Services

7.1 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.

7.2 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.

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

7.4 We may provide your voice and associated voice services through any carrier we choose and without reference to you.

7.5 Your service will be provided to the standard that our voice supplier provides the service to us.

7.6 We will use our best endeavour to reinstate your service if your service is disrupted.

7.7 Our obligations to provide the service to you will cease when you transfer your service to another provider.

7.8 If we are unable to discuss pricing options with you, we will select our best value rates for you.

7.9 If you have chosen to subscribe to our bundled services we will charge you at the published rates.

Charges

7.11 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.

7.12 We will charge you for any timed calls on a per second basis.

7.13 We will charge you in blocks of 30 seconds for any calls to global and satellite services such as Inmarsat, International Network Shared Code and Iridium.

Plan Change or Cancellation

7.14 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

7.15 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.

7.16 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.

8. Notices

8.1 We will send regular notices to the E-mail address you have provided on your application form as well as posting regular notices in the Member's Area for your information.

8.2 You must regularly check your E-mail address and or the Member's Area for important notices from us.

8.3 Notices are deemed to have been sent by us when date stamped by our sending mail server and or posted in the Member's Area.

9. Cancellation

9.1 To protect your security and privacy, we cannot accept cancellations over the telephone.

9.2 To cancel your service you can request a cancellation via the Member's Area and our customer service department will contact you to finalize your account.

9.3 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.

9.4 We have no contracts, however if you choose to disconnect your ADSL services within 6 months of sign-up the cost you incur will be \$100. If you choose to disconnect after a period of 6 months a cost of \$75 will be charged to your account.

10. Complaints & Dispute Resolution

10.1 We understand that disputes and misunderstandings can arise between you and us and that conversations with different people can result in miscommunication.

10.2 For this reason, we provide you with a facility in the Member's Area for you to clearly record your complaint or dispute.

10.3 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.

11. Limitation of Liability

11.1 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.

11.2 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.

11.3 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.

11.4 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.

12. Use of Information and the Privacy Act 1988

12.1 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:

12.2 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

12.3 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

12.4 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

12.5 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

12.6 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

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

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

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

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

13. Termination

13.1 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.

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

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

13.4 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.