

## OUR CUSTOMER RELATIONSHIP AGREEMENT

TransACT Capital Communications Pty Ltd  
ACN 093 966 888

470 Northbourne Avenue, Dickson, ACT, 2602

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## SECTION A: GENERAL TERMS

### Our Customer Relationship Agreement

#### SECTION A: GENERAL TERMS

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This Customer Relationship Agreement (**CRA**) is between you and TransACT Capital Communications Pty Ltd (**TransACT**) or any Related TransACT Entity which supplies the Service to you (**we, us, our**).

Capitalised words used in these General Terms have the meanings set out in clause 21.1. These General Terms must be interpreted in accordance with clause 21.2.

#### 1. OUR CUSTOMER RELATIONSHIP AGREEMENT (CRA)

##### *What is our CRA?*

- 1.1 Our CRA is our standard form of agreement setting out the terms and conditions on which we supply our services and products to you. Under the Telecommunications Legislation, you and we must comply with our CRA.
- 1.2 Our CRA comprises of the following:
- (a) Your Application;
  - (b) Section A – the General Terms which apply to all services and to all customers;
  - (c) Section B – Service Descriptions which each set out our standard service description for a particular Service and specific terms and conditions which apply to a particular Service (for example, connecting the Service, use and restrictions on use of the Service and customer support);
  - (d) Section C – Pricing Schedule which specifies our rate plans, pricing and charges for each Service, together with specific Service features and warranty information about each Service; and
  - (e) Section D – Fair Use Policy that applies to particular Services, promotions and/or customers.

If there is any inconsistency between any of the terms of our CRA, the order of precedence will be your Application, the Service Description, these General Terms and the Pricing Schedule, except that clauses 15 and 16 of the General Terms always prevail over all other terms in our CRA.

##### *Changes to our CRA*

- 1.3 In this fast moving industry, we may need to change the CRA from time to time. This may be done without your agreement.

Subject to clause 1.6, if we make any change which will be detrimental to you, we will notify you at least 30 days before the proposed change takes effect by:

- (a) mail (to the last address that you have given to us);

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- (b) email (to the last email address that you have given to us and provided you have agreed for us to tell you about changes to our CRA by email); and/or
- (c) a message on your next bill.

We will also provide notice of the change on our Website.

- 1.4 Subject to clause 1.6, if we make any change to our CRA and such a change has a detrimental impact on you that is not minor, you may cancel the affected Services by giving notice to us within 42 days after the date we give you notice under clause 1.3. You will not incur any Break Fee or other charges as a result of a cancellation in accordance with this clause 1.4, except for:
- (a) usage based charges or other variable charges incurred up to the date of cancellation; and
  - (b) installation fees and costs of equipment we have provided to you that you have not paid for (as long as the equipment can be used in connection with services supplied by another provider).
- 1.5 If you give a cancellation notice to us within the notice period required by clause 1.4, the proposed change will not apply to you. We will issue a corrected invoice or adjustment note as appropriate and, if you have overpaid as a result of the change to our CRA, credit your account with the overpayment or, if you have cancelled your Service with us, refund the overpayment promptly after deduction of any other amounts due by you to us or a Related TransACT Entity.
- 1.6 We do not need to give you 30 days' notice of our proposed changes or give you a right to cancel the Service under clause 1.4 in relation to:
- (a) urgent changes we are required to make:
    - (A) by law;
    - (B) for security reasons; or
    - (C) for technical reasons necessary to protect the integrity of our network;
  - (b) the introduction of a new charge or an increase in an existing charge:
    - (A) due to an additional tax or levy imposed by law; or
    - (B) for ancillary services such as credit card transaction fees and direct debit charges (provided we have offered you a reasonable alternative at the same or lesser cost to the original charge);
  - (c) increases in charges due to increases imposed on us by other Suppliers for the following types of Services and charges:
    - (A) international carriage services (including for voice and data services) the current rates for which are available on our Website;
    - (B) content and premium services (including 1900 prefix services) which we resell to you from a third party, including where we collect fees from you on behalf of that third party; and

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- (d) changes to applicable On & Off Peak timeframes in accordance with clause 4.11, in order to manage traffic and ensure maximum Network performance;

Where practicable to do so, we will give you reasonable notice of the changes referred to in this clause 1.6 by one of the methods of giving notice listed in clause 1.3.

- 1.7 If we reasonably consider that a change to any term of our CRA is likely to benefit you or have a neutral impact on you, we can make the change immediately and do not need to tell you before making the change. However we will notify you within a reasonable time after making the change by one of the methods of giving notice listed in clause 1.3.
- 1.8 If a change to the CRA made under clause 1.7 has more than a minor detrimental impact on you (for example, because of your particular circumstances or pattern of usage of the Service) we will permit you to cancel the Service in accordance with clause 1.4 and 1.5.

## 2. YOUR APPLICATION FOR SERVICE

- 2.1 The Service that you have selected is described in the Service Description applicable to the Service you have selected.

### ***Making an Application***

- 2.2 You may make an Application for supply of a Service by:
  - (a) completing and submitting an online application form located on our Website; or
  - (b) telephone by asking our customer representative to complete the application form on your behalf and to read the Material Terms to you.
- 2.3 Subject to our acceptance of your Application in accordance with clause 2.4, our CRA commences on:
  - (a) if you apply online, the date you submit the application form;
  - (b) if you sign an application form, the date you sign the application form;
  - (c) if you apply by telephone and the Material Terms are read to you, on the date you accept the Material Terms and the remaining terms of our CRA will commence on the Service Commencement Date;
  - (d) in any other case, the date on which you begin using the Service.

### ***Accepting your Application***

- 2.4 When you request us to supply a Service to you, we decide whether to accept your Application and to supply the Service to you based on:
  - (a) the particular terms for that Service;
  - (b) your eligibility for that Service;

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- (c) its availability to you;
- (d) you meeting our credit requirements;
- (e) the accuracy of the information you provide to us; and
- (f) your prior conduct or history in respect of any previous supply by us or any Related TransACT Entity of any goods or services to you, including your compliance with the relevant terms and conditions under which those goods or services were supplied.

2.5 Please ensure that you carefully check the telephone number you provide in your Application. An incorrect number will result in charges for any calls made on the line you have nominated. This may also mean you will be paying for someone else's telephone calls. In the event you have provided an incorrect phone number, we will not take responsibility or accept liability for any errors made or costs incurred.

### **3. THE PREMISES AND CONNECTING THE SERVICE**

#### ***Access***

3.1 In order to provide the Service to you, we may need access to the Premises. You agree to provide us with safe and prompt access to the Premises:

- (a) to install any equipment for a Service you have requested;
- (b) to inspect, test, maintain, modify, repair or replace any equipment; and
- (c) to recover Our Equipment after the Service is cancelled.

#### ***Owner's permission***

3.2 If you do not own the Premises, you must obtain the owner's permission for us to access the Premises and install and maintain any equipment. You must notify us immediately when you receive that permission. You indemnify us against (and must pay us for) any claim the owner of the Premises makes against us relating to our entering the Premises or installing or maintaining any equipment at the Premises on reliance on any representation made by you that you have obtained that permission.

#### ***Connecting the Service***

3.3 We will connect the Service in accordance with the relevant Service Description, or if no connection timeframe is specified, within a reasonable time.

3.4 We decide the route and technical means to be used to provide the Service.

### **4. USING THE SERVICE**

#### ***Comply with all laws***

4.1 In using the Service, you must comply with all laws and all directions by a Regulatory Authority and reasonable directions by us.

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### *Prohibited uses*

- 4.2 You, and any person who accesses your Service, must not use, or attempt to use, the Service:
- (a) to commit an offence or to infringe another person's rights;
  - (b) in any way which damages or interferes (or threatens to damage or interfere) with the operation of a Service or with the efficiency of our Network or a Supplier's Network (including because you have inadequate capacity);
  - (c) in any way which makes it unsafe or which may damage any property or injure or kill any person;
  - (d) to transmit, publish or communicate any material which is defamatory, offensive, objectionable, indecent, abusive, menacing, threatening, harassing or unsolicited;
  - (e) for illegal purposes or practices; or
  - (f) in any way which breaches our Fair Use Policy.

### *Your responsibility*

- 4.3 You are responsible for and must pay for any use of the Service, including in circumstances where you have not authorised such use but such unauthorised use has arisen out of your negligent or wrongful act or omission, and you will continue to be liable for all charges relating to any use of the Service if you allow another person to occupy the Premises or use the Service. Also, if you do not disconnect the Service when you leave the Premises or transfer legal responsibility for the Service in accordance with clause 18.1, you must pay for any use of the Service by later occupants or others. Any person who uses the Service, or allows someone else to use it, after you have vacated the Premises, is jointly and individually liable with you for any charges relating to that use.

### *Testing and Interception*

- 4.4 You acknowledge that we may be required by law to intercept communications over the Service and may (but are not obligated to) monitor your usage of the Service and communications sent over it for the purposes of ensuring your compliance with our CRA and our compliance with the law, and with any request or direction of a Regulatory Authority, a law enforcement authority or other authority. In this regard the terms of our privacy policy are also enforced. The privacy policy is located on our Website for your reference.
- 4.5 You authorise us to scan or conduct any assurance testing of the security of the Network and/or your Service (including Your Equipment and any IP address ranges allocated to you in connection with the Service) for the purposes of helping you improve the security of the use of your Service, but we are not obligated to do so.

### *Freezone*

- 4.6 There are certain sites on the Internet (**Exempted Sites**) from which you can Download without the Usage counting towards your Monthly Usage Allowance and, if



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you do reach your Monthly Usage Allowance, downloads from these Exempted Sites are not affected by Excess Usage Charges or Shaping and can continue to be downloaded at High Speed. A list of these Exempted Sites can be found on our Website. We may, at our discretion, make changes to this list from time to time.

- 4.7 Some Exempted Sites contain links to content that is external to the Exempted Sites and this external content will be included in your Monthly Usage Allowance.
- 4.8 Only Downloads from Exempted Sites are excluded from your Monthly Usage Allowance. Data uploaded to Exempted Sites is counted towards your Monthly Usage Allowance.
- 4.9 Content purchased from the iTunes Store (Australia only) will not be counted towards your Monthly Usage Allowance. Podcasts and feature film trailers delivered via iTunes will be counted towards your Monthly Usage Allowance. All traffic incurred by usage of iTunes Stores outside of Australia will count towards your Monthly Usage Allowance. Apple Computer Australia Pty Ltd provides the iTunes Store service. Apple Computer Australia Pty Ltd provides all charging and support of the service.
- 4.10 It is illegal to copy, or redistribute content available through the iTunes Store (Australia).

### ***On & Off Peak periods***

- 4.11 The use of On & Off Peak periods serves to distribute the volume of traffic traversing across the Network at different times to ensure maximum performance of the Network to your benefit.

The On & Off Peak periods are set according to the Network traffic at particular times and may change from time to time. You will be notified of any changes to the On & Off Peak periods.

For plans that do not include Anytime quota, your total data allowance is split into the maximum you can download during the On Peak hours of the day; plus an allowance you can download during the Off Peak hours of the day. The Peak and Off-Peak periods are different for each product plan as described under the relevant plan in Section C: Pricing Schedule.

### ***Network Optimisation***

- 4.12 You must not connect to the TransACT Network using a Username and Password other than those provided for your specific connection. A breach of this clause constitutes a material breach of our CRA.
- 4.13 During Off Peak periods TransACT reserves the right to prioritise applications and the use of those applications, in order to optimise Network performance. Network optimisation is determined by total Network usage, and is not based on an individual customer's use of various services/applications.
- 4.14 Applications will be prioritised based on whether the performance of the application is time-sensitive (i.e. the need for real-time usage of the application) and whether it requires a minimum throughput speed. Applications such as streaming video, voice, mail, web, Virtual Private Networking (VPN), Gaming, Video on demand (VoD), Internet Protocol Television (IPTV) and other similar applications will therefore be

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prioritised over non-time sensitive applications such as File Transfer Protocol (FTP) and file Downloading. For example, your Netphone1 service will be prioritised over any Downloading you do, thereby maintaining the quality of your Netphone1 service.

### 5. EQUIPMENT

#### *Our Equipment*

5.1 To enable you to use the Service, we may loan or Rent equipment to you (**Our Equipment**). Charges for any of Our Equipment that you Rent are invoiced in accordance with Clause 8.

5.2 Where we provide Our Equipment to you in connection with the Service:

- (a) ownership or title in Our Equipment is not transferred to you; even after the expiry of any contract period;
- (b) you are responsible for Our Equipment from the time it is delivered to you and must pay us for any loss or damage to Our Equipment, except to the extent that it is caused by us or by fair wear and tear;
- (c) you must comply with our reasonable directions relating to our rights of ownership of Our Equipment;
- (d) you must only use Our Equipment in accordance with the manufacturer's specifications and our reasonable written directions;
- (e) you must not part with possession of Our Equipment except to us and you must not mortgage or grant a charge, lien or encumbrance over any of Our Equipment;
- (f) you must allow us to inspect, test, service, modify, repair, remove or replace Our Equipment, or to recover it after the Service is cancelled;
- (g) you must ensure that Our Equipment will not be altered, repaired, serviced, moved or disconnected except by service personnel approved by us;
- (h) you must ensure that you have all necessary consents and approvals (including landlord approval where applicable) necessary or desirable for us to deliver, install and maintain Our Equipment at the Premises; and
- (i) you must provide adequate and suitable space, power supply and environment for all Our Equipment located on the Premises.

#### *Your Equipment*

5.3 You must ensure that all equipment you own, or which is owned by a third party and leased or licensed to you, and which you use in connection with the Service, other than Our Equipment (**Your Equipment**) complies with all laws and relevant technical standards issued by a Regulatory Authority and all reasonable directions by us, including making any changes to Your Equipment to avoid any danger or interference it may cause.

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### *Disconnection of Your Equipment*

- 5.4 If you do not comply with any of your obligations under clause 5.3, we may disconnect Your Equipment from the Service or require you to do so. We will try to give you reasonable notice before disconnection but may immediately disconnect your Service in an emergency.

### *Purchased Equipment*

- 5.5 You may purchase equipment from us for use in connection with the Service (**Purchased Equipment**). Title to the Purchased Equipment passes to you when you pay for it in full. You will be responsible for the Purchased Equipment from when it is delivered to your nominated delivery address.
- 5.6 If you purchase the wrong equipment, you may exchange it provided that it is returned to us undamaged and complete with all components and with the packaging intact, within 14 days of delivery to your nominated delivery address. To help cover our costs, a restocking fee will apply as specified in the Pricing Schedule.

## 6. QUALITY AND MAINTENANCE

### *Standard of services*

- 6.1 Subject to the Consumer Guarantees and your rights under clause 15.2, we aim to provide, but do not guarantee, continuous or fault-free service.

### *Maintenance*

- 6.2 We may conduct maintenance on any of our Network, Our Equipment, or Facilities. We will try to conduct scheduled maintenance outside normal business hours but may not always be able to do so. We may also suspend the supply of the Service in accordance with clause 13.3(c).

### *Faults caused by You, Your Equipment or by other Suppliers*

- 6.3 Before reporting a fault to us, you must take reasonable steps to ensure that the fault is not a fault in any of Your Equipment. We are not responsible for rectifying any fault in the Service where the fault arises in or is caused by another Supplier's Network or by Your Equipment and the fault does not arise or was not caused by us or Our Equipment.
- 6.4 If you report a fault in the Service and ask us to come to the Premises to repair it and, once at the Premises, we determine (in our reasonable opinion) that the Service is not faulty or the fault is associated with Your Equipment rather than the Service, we may charge you an incorrect call-out fee (as specified in the Pricing Schedule) and, if you request us to repair Your Equipment, our reasonable charges for such repair.
- 6.5 We can charge you for repairing a fault if it is caused by something you do (or do not do), or by something someone else using the Service (with your express or implied authority) does (or does not do), intentionally, recklessly or negligently.

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### *Maintenance of Your Equipment*

- 6.6 You are responsible for the proper functioning and security of Your Equipment. You must maintain and repair all of Your Equipment used in connection with the Service.
- 6.7 TransACT will manage your BoB modem remotely to configure your specific settings and apply relevant firmware upgrades via the TransACT servers.

## 7. CHARGES

### *Pricing Schedule*

- 7.1 The charges for the Service are set out in our Pricing Schedule (or in the terms of an applicable Special Offer under clauses 7.5 and 7.6) and any additional charges are set out in your Application.
- 7.2 You must pay all charges for the Service in accordance with the Service Description and the Pricing Schedule. Charges for the Service accrue from no later than the Service Commencement Date.
- 7.3 We may charge you an additional amount to service, modify, repair, or replace the Service or any equipment you use in connection with the Service, as a result of:
- (a) a breach of our CRA by you;
  - (b) a negligent or fraudulent act or omission by you, a person with your express or implied authority, or by any of your employees, agents or contractors;
  - (c) a failure of any of Your Equipment arising out of an act or omission by you, a person with your express or implied authority, or by any of your employees, agents or contractors; or
  - (d) a failure or fluctuation in electrical power supply arising out of an act or omission by you, any person with your express or implied authority, or by any of your employees, agents or contractors,

and we will provide you with details of the additional amount prior to commencing the service repair or replacement.

- 7.4 In order to provide some services to you (for example, international calls or premium services calls), we enter into arrangements with other Suppliers. You acknowledge that our charges to you for the Service may vary as a result of a variation of a Supplier's charges to us for these types of services, and that we may pass on any additional charges a Supplier charges to us for these types of services in accordance with clause 1.6.

### *Special offers*

- 7.5 From time to time we may make special offers (**Specials Offers**) in connection with the Service. These Special Offers may be notified in a general advertisement or specifically offered to you and may be subject to certain conditions, including:
- (a) a variation by us of the price or the terms of supply (including any Contract Term); or

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- (b) a requirement that you acquire all relevant Services for a minimum Contract Term and pay a Break Fee if you cancel the service before the end of that minimum Contract Term.

7.6 You may accept a Special Offer in the way notified by us (which may include completing and submitting an Application). If you validly accept a Special Offer, the terms of that Special Offer will prevail to the extent of any inconsistency over those which would otherwise apply in our CRA, and will apply until the expiry of the Special Offer as notified by us. In all other respects, the terms and conditions of our CRA continue to apply. After the expiry of the Special Offer, the Special Offer pricing and terms will cease to be available and, unless we give you reasonable notice otherwise, the terms of our CRA will apply thereafter.

## 8. BILLING AND PAYMENT

### *Bills*

8.1 We may bill you:

- (a) for recurring or fixed charges, in advance (for example, line rental charges);
- (b) for variable charges, in arrears (for example, call charges - call charges can take up to 6 months to appear on your invoice);
- (c) for installation or set-up charges, after installation;
- (d) for any equipment you purchase or Rent from us;
- (e) for any other charges set out in your Application or the Pricing Schedule, in accordance with the Pricing Schedule or the Service Description.
- (f) using another invoice in the same month for billing alignment purposes where applicable; and
- (g) for any amount owing to a Related TransACT Ltd entity in accordance with clause 8.10.

8.2 We will bill you in accordance with the billing period described in the Service Description or the Pricing Schedule. We can also issue an interim bill in the following circumstances:

- (a) You change your existing plan;
- (b) You request a new service to be connected;
- (c) You relocate an existing service;
- (d) You request to be invoiced for any 'unbilled' charges.

8.3 Bills will be calculated by reference to data recorded, logged or received by our Suppliers and us. You acknowledge that in calculating charges we need only look at that data as recorded, logged or received by our Suppliers or us.

8.4 We try to include all charges relating to a billing period on that bill. Where that does not happen, bills may include charges from previous billing periods except where

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such charges have been billed more than 190 days from the date the charge was incurred by you.

- 8.5 We may reissue any bill if any error is subsequently discovered. If you have overpaid as a result of a billing error, your account will be credited with the overpayment or, if you have stopped acquiring the Service from us, we will refund the overpayment promptly after your request and after deduction of any other amounts due by you to us or a Related TransACT Entity.
- 8.6 Subject to clause 9 (Billing Disputes), you must pay each amount billed by the due date specified in the bill and in the manner specified in the Service Description or the Pricing Schedule.

### ***Credit card and direct debit payments***

- 8.7 If you choose to pay by direct debit or credit card, you must give us at least 14 days prior notice if you no longer wish to pay by direct debit or credit card. Paying by American Express or a Diners Club card will incur a levy charge as outlined in the Pricing Schedule.

### ***Late or dishonoured payments***

- 8.8 If you do not pay an invoice by its due date, then:
- (a) we may charge you a late fee equal to 3% per annum calculated on the daily balance of the unpaid amount from the due date until the date of payment in full;
  - (b) you must pay our reasonable expenses and costs in recovering payment from you such as the costs incurred by engaging a mercantile agent to collect the overdue amounts; and
  - (c) we can suspend or cancel the Service in accordance with clause 13.2(a);

provided that we will not charge the fees specified in paragraphs (a) or (b) of this clause if you can reasonably satisfy us that payment of the bill was not made (or processed by us) on or before the due date for payment as a result of our act or omission.

- 8.9 If you pay a bill:
- (a) by direct debit and there are insufficient funds in the account; or
  - (b) by cheque and the cheque is dishonoured;

you may be required to pay an additional decline fee (as specified in the Pricing Schedule).

### ***Right of set-off***

- 8.10 If you owe to a Related TransACT Entity an outstanding debt which is not the subject of a valid billing dispute and you no longer acquire a service from that Related TransACT Entity, we may apply the debt to your current TransACT account and bill you for it. You must pay the outstanding amount by the due date specified on your bill or we may take action in accordance with clause 8.8.

## **SECTION A: GENERAL TERMS**

### **9. BILLING DISPUTES**

- 9.1 If you wish to dispute a charge or fee in a bill, you must follow the complaint handling process described on our Website at: <http://www.transact.com.au/en/support/accounts/complaints>.
- 9.2 If you raise what we reasonably consider to be a genuine billing complaint before the due date on the bill:
- (a) your obligation to pay the disputed charge or fee may be suspended pending our investigation and resolution of the dispute; and
  - (b) you must pay all non-disputed amounts in the bill in accordance with clause 8.

### **10. GST**

#### ***Charges not expressed to be GST inclusive***

- 10.1 If GST is imposed on any supply we make to you under our CRA and the charges, or other consideration, payable for the supply are not expressed to be inclusive of GST, you must pay to us an additional amount calculated by multiplying the value of that GST-exclusive consideration (without deduction or set-off) by the prevailing GST rate. We will issue a tax invoice to you for any supply on which GST is imposed. This clause applies if you ordinarily reside in a State or Territory within Australia.

#### ***Penalties and Interest***

- 10.2 Where we become liable for any penalties or interest as a result of the late payment of GST due to your failure to comply with the terms of our CRA (including this clause 10) or your obligations under any applicable law, then you must pay to us an additional amount equal to those penalties and interest.

### **11. PERSONAL INFORMATION**

#### ***Collection of your Personal Information***

- 11.1 We may collect Personal information about you and in accordance with our privacy policy for the purposes set out in clause 11.3 from:
- (a) you directly, when you provide information by phone or in application forms, or when you submit your personal details through our web sites;
  - (b) our employees, agents, contractors, or Suppliers;
  - (c) a Related TransACT Entity;
  - (d) a credit reporting agency, credit provider or fraud-checking agency;
  - (e) your representatives;
  - (f) other telecommunication and information service providers; and
  - (g) publicly available sources of information.

## **SECTION A: GENERAL TERMS**

### ***Disclosure of Your Personal Information***

- 11.2 We may disclose Personal Information about you for the purposes set out in clause 11.3 to:
- (a) our employees, agents or contractors;
  - (b) a Related TransACT Entity;
  - (c) Suppliers who need access to the Personal Information to provide us with services that enable us to supply the Service to you;
  - (d) a credit reporting agency, credit provider or fraud-checking agency;
  - (e) our professional advisers, including our accountants, auditors and lawyers;
  - (f) other telecommunication and information service providers (for example, if you obtain services from other providers, we may need to disclose your personal information for billing purposes);
  - (g) your authorised representatives or your legal advisers (for example, when requested by you to do so); or
  - (h) government and Regulatory Authorities and other organisations, as required or authorised by law (for example, to the operator of the Integrated Public Number Database (IPND), which supplies information for telephone directories and to law enforcement agencies for purposes relating to the enforcement of criminal and other laws.

### ***Use of your personal information***

- 11.3 We may collect, use and disclose Personal Information about you for the purposes of:
- (a) verifying your identity;
  - (b) assisting you to subscribe to our services and the services of TransACT Related Entities;
  - (c) providing the services you require from us and from TransACT Related Entities;
  - (d) administering and managing those services, including billing, account management and debt collection;
  - (e) conducting appropriate checks for credit-worthiness and for fraud;
  - (f) determining whether to provide to you (or to cease or limit the provision to you of) trade, personal or commercial credit and the ongoing credit management of your account;
  - (g) researching and developing our services;
  - (h) business planning;



## **SECTION A: GENERAL TERMS**

- (i) providing your Personal Information to the manager of the Integrated Public Number Database (IPND) for the Approved Purposes; and
- (j) promoting and marketing our services, products and Special Offers to you and the products and services of Related TransACT Entities, unless you request that we do not use your personal information in this way (for example, by choosing to 'opt-out' at the time your information is collected by us, or by contacting the Customer Service Centre at anytime on 13 30 61).

### ***Access to Personal Information***

- 11.4 If you are a natural person (i.e. an individual), you are entitled to access your Personal Information held by us, unless we are permitted or required by law to refuse such access.

### ***Failure to supply Personal Information***

- 11.5 If you choose not to provide all or part of the Personal Information we request, we may not be able to provide you with the Services requested by you, or we may refuse to provide, or limit the provision to you of, any Service or personal or commercial credit requested by you.
- 11.6 By providing Personal Information to us and acquiring the Service, you acknowledge and consent to the collection, use and disclosure of your Personal Information as set out in this clause 11 and in accordance with our privacy policy. A copy of our privacy policy is available at our offices or on our Website.

## **12. VARIATIONS TO THE SERVICE**

### ***Variations requested by you***

- 12.1 If you request a variation to the Service and we, in our discretion, make that variation, then:
- (a) different charges may apply to the varied Service in accordance with the Pricing Schedule;
  - (b) a Downgrade Fee may apply to the varied Service as notified to you by us and as set out in the relevant Service Description or in the Pricing Schedule.

## **13. CANCELLING OR SUSPENDING THE SERVICE**

### ***Cancellation by us with notice***

- 13.1 We may, without liability, cancel the Service:
- (a) if there is no Contract Term specified in your Application or the Service Description, at any time by giving 30 days notice to you;
  - (b) if a Contract Term is specified in your Application or the Service Description, at any time after the end of the Contract Term by giving 30 days notice to you; or

## SECTION A: GENERAL TERMS

- (c) if we reasonably determine that it is not technically or operationally feasible to supply the Service to you, at any time prior to the Service Commencement Date by giving you notice.

### ***Suspension events caused by your default or conduct***

13.2 Subject to our obligation to give you notice (if applicable) as set out in clause 13.5, we may immediately suspend, cancel or restrict the supply of the Service to you if:

- (a) you fail to pay any amount owing to us by the due date and you fail to pay that amount within 7 days after we give you notice requiring payment of that amount, except that we may not give you such notice in respect of an amount which is validly disputed in accordance with clause 9 until after we have completed the investigations referred to in clause 9;
- (b) you breach a material term (other than a breach which separately gives rise to rights under this clause 13.2) and that breach is not capable of remedy;
- (c) you breach a material term (other than a breach which separately gives rise to rights under this clause 13.2) and, where that breach is capable of remedy, you do not remedy that breach within 14 days after we give you notice requiring you to do so;
- (d) you become bankrupt or Insolvent or appear likely to do so and we reasonably believe that it is unlikely that we will receive or retain amounts due and payable by you under our CRA;
- (e) you vacate the Premises or you die;
- (f) in the case of a partnership, on dissolution or on the filing of an application to dissolve the partnership, we reasonably believe that it is unlikely that we will receive or retain amounts due and payable by you under our CRA;
- (g) you breach any of clauses 4.1, 4.2, 4.12 or 5.3 or your obligations relating to the use of the Service under the Service Description;
- (h) we reasonably suspect fraud or other illegal conduct by you or any other person in connection with the Service;
- (i) we reasonably believe a threat or risk exists to the security of the Service or the integrity of our Network or a Supplier's Network and that threat or risk is caused directly or indirectly by you;
- (j) you resell the Service or otherwise act as a Carriage Service Provider;
- (k) subject to clause 13.5(b), we reasonably consider you to be a credit risk; or
- (l) we are entitled to under another provision of our CRA, and that entitlement arises by reason of your default or conduct under this CRA.

### ***Suspension events not caused by your default or conduct***

13.3 Subject to our obligation to give you notice (if applicable) as set out in clause 13.5, we may immediately suspend, cancel or restrict the supply of the Service to you if:

## SECTION A: GENERAL TERMS

- (a) a Supplier terminates its agreement with us, or ceases to supply services to us, and we are not able to provide the Service using services of an alternate Supplier on terms reasonably acceptable to us;
- (b) there is an emergency;
- (c) doing so is necessary to maintain, repair or restore any part of our Network or a Supplier's Network used to supply the Service, or for other operational reasons;
- (d) we are required by law or in order to comply with an order, direction or request of a Regulatory Authority or an emergency services organisation;
- (e) the ACCC issues us with a competition notice (as that term is used in the *Competition and Consumer Act 2010*) in respect of the Service or we reasonably anticipate that it may do so;
- (f) providing the Service to you may be illegal or we reasonably anticipate that it may become illegal;
- (g) a Force Majeure Event prevents us from supplying the Service in accordance with our CRA for more than 14 days;
- (h) we reasonably believe that there is a threat or risk to the security of the Service or the integrity of our Network or a Supplier's Network and that threat or risk is not caused directly or indirectly by you; or
- (i) we are entitled to under another provision of our CRA.

13.4 If we suspend the Service under clauses 13.2 or 13.3, we may later cancel the Service for the same or a different reason (subject to the relevant provisions of our CRA).

### **Notice**

13.5 Before exercising any of our rights under clauses 13.2 to 13.4, we:

- (a) will try to give you reasonable notice in any of the circumstances referred to in clauses 13.2(b), (d), (e), (f) and 13.3(a), (c), (d), (e), (f), (g) and (h);
- (b) will give you at least 5 Business Days' notice in the event of clause 13.2(k);
- (c) may be unable to give you notice in the event of an emergency. We will, however, try to provide as much notice as possible; and
- (d) will not be required to give you notice if we exercise our rights by reason of the circumstances referred to in clause 13.2(g), (h), (i), or (j).

### **Cancellation or suspension by you**

13.6 Except as provided otherwise in the Service Description for your Service, you may cancel the Service without liability, by giving us notice:

- (a) at any time, if there is no Contract Term specified in the Service Description or your Application;

## SECTION A: GENERAL TERMS

- (b) if a Contract Term is specified in the Service Description or your Application, at any time after the end of the Contract Term;
  - (c) if:
    - (A) we have breached a material term of our CRA and that breach is not capable of remedy; or
    - (B) we have breached a material term of our CRA and that breach is capable of remedy but we failed to remedy that breach within 14 days after you first gave us notice requiring us to do so, or
  - (d) of at least 14 days where there has been a prolonged Interruption to the Service lasting for more than 10 days, or more than one reported Interruption in a 12 month period. This clause does not apply to Interruptions which occur because of:
    - (A) a cancellation, suspension or restriction to the supply of the Service in any of the circumstances listed in clause 13.2;
    - (B) a cancellation, suspension or restriction to the supply of the Service in any of the circumstances listed at clause 13.3(b), (c), (d), (g) or (i);
    - (C) a fault or other event which may reasonably be attributed directly or indirectly to Your Equipment; or
    - (D) your acts or omissions.
- 13.7 If you cancel your Service in accordance with clause 13.6(d) prior to the end of the Contract Term and we have supplied you with equipment under a Special Offer on the condition that you acquired the Service for the full Contract Term then:
- (a) if we supplied the equipment free of charge, you must:
    - (A) return the equipment to us; or
    - (B) retain the equipment and pay for it in full; or
  - (b) if we supplied the equipment at a discount, you must:
    - (A) return the equipment to us and we will reimburse you the purchase price paid by you, or
    - (B) retain the equipment and pay us an amount equivalent to the discount we gave you.
- 13.8 You may cancel the Service for any reason before the end of the Contract Term by giving written notice to us but you may be required to pay a Break Fee in accordance with clause 14.3(b) and the Pricing Schedule.
- 13.9 You may ask us to suspend the Service by giving notice to us. We will try to do so within a reasonable period if it is a Service for which suspension is an option. ADSL Services cannot be suspended.

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### 14. CONSEQUENCES OF SUSPENSION AND CANCELLATION

#### *Consequences of suspension*

- 14.1 If the Service is suspended in accordance with our CRA, then you will not have to pay any charges for the Service while it is suspended. However, if the Service is suspended by reason of any of the circumstances referred to in clause 13.2, you must pay a reconnection fee as set out in Section C of this CRA prior to the expiration of the suspension and recommencement of the Service.
- 14.2 If we reconnect a Service that has been cancelled, you may have to pay us a reconnection fee. You will not be required to pay a reconnection fee if the Service was cancelled pursuant to clauses 13.3, 13.6(c) or 13.6(d) or due to our fault or negligence.

#### *Consequences of cancellation*

- 14.3 If the Service is cancelled in accordance with our CRA (other than in accordance with clauses 13.1(c), 13.3, 13.6(c) or 13.6(d)):
- (a) before the Service Commencement Date, we can charge you any costs reasonably incurred by us in preparing to provide it to you; and
  - (b) during the Contract Term, you must pay to us the Break Fee.
- 14.4 If the Service is cancelled you still have to pay all charges incurred before cancellation. We will refund any overpayment on your account and any money that you have paid in advance for the cancelled Service on a pro-rata basis to you (excludes Call Packs). However, subject to clause 9 (Billing Disputes), we can deduct from your refund any amount that you owe to us, such as charges you have incurred before cancellation or any applicable Break Fee.
- 14.5 In the event that there is credit remaining on your account at the time of cancellation, you will receive the credit via your listed credit card without being charged the Handling Fee. We reserve the right to charge any associated merchant fees, as they are a reflection of the costs incurred by us to prepare the refund for you. If a cheque or other method of refund is required, a Handling Fee is payable.
- 14.6 On cancellation of the Service:
- (a) because of any of the circumstances listed at clause 13.2, you will, at your cost, immediately stop using and return to us, or allow us to remove, any of Our Equipment. You must pay all outstanding amounts in a lump sum for any Purchased Equipment which you have not fully paid for at the date of cancellation,
  - (b) because of any of the circumstances listed at clause 13.3, or clauses 13.6(c) or (d), subject to clause 13.7, you will, at your cost, immediately stop using and return to us, or allow us to remove, any of Our Equipment. We will refund any amounts already paid by you for any equipment that you have purchased but not fully paid for at the date of cancellation, if that equipment cannot be used with other telecommunications providers' services. Where the equipment can be used with other telecommunications providers' services, no refund is applicable and you must pay all outstanding amounts in a lump sum.

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We will not credit you with any refund under this clause 14.6(b) until after you have returned the equipment to us and we have assessed that the returned equipment has not been damaged by more than fair wear and tear.

- (c) you will, at your cost, return to us all other material of ours (including any software) on the Premises or in your possession or control;
- (d) unless our CRA expressly states otherwise, each person's accrued rights and obligations are not affected;
- (e) you must immediately stop using the Service; and
- (f) the parts of our CRA which are by their nature intended to survive cancellation will continue unaffected, including clause 3.1 (Access), clause 3.2 (Owner's permission), clauses 5.2 to 5.4 (Equipment), clause 8 (Billing and Payment), clause 9 (Billing Disputes), clause 10 (GST), clause 11 (Personal Information), this clause 14 (Consequences of Suspension and Cancellation), clause 15 (Our liability to You), clause 16 (Your Liability to Us), clause 17 (Telephone Numbers and Public Addressing Identifiers), clause 18 (Assignment and Subcontracting), clause 19 (General) and clause 21 (Definitions and Interpretation).

### 15. OUR LIABILITY TO YOU

#### ***Consumer Guarantees***

- 15.1 We agree to provide Services to you subject only to the terms, conditions and warranties contained in this CRA and the Consumer Guarantees. Any liability that we might otherwise have to you in connection with our CRA or Service is expressly excluded.

*For example, there are Consumer Guarantees that we will provide the Service to you with due care and skill, and that Our Equipment and Purchased Equipment will be of acceptable quality.*

#### ***Interruption to the Service***

- 15.2 Subject to clause 15.3, in the case of Interruptions to the Service, we will comply with our obligations under the Australian Consumer Law by offering you:
- (a) a refund or rebate for the period of the Interruption (calculated in accordance with the Service Description for the Service); and
  - (b) where the Interruption is caused by our breach of a Consumer Guarantee, compensation for any reasonably foreseeable loss incurred.
- 15.3 The refund or rebate in clause 15.2(a) does not apply to Interruptions which occur because of:
- (a) a cancellation, suspension or restriction to the supply of the Service in any of the circumstances listed in clause 13.2;
  - (b) a fault or other event which may reasonably be attributed directly or indirectly to Your Equipment;

## **SECTION A: GENERAL TERMS**

- (c) your acts or omissions; or
- (d) scheduled maintenance to our Network, a Supplier's Network, Our Equipment or Purchased Equipment for less than 1 hour.

15.4 Except for liability which is expressly accepted by us under this clause 15 and any liability we have under the Australian Consumer Law, we exclude all other liability to you (whether based in contract, tort (including negligence) or otherwise) for suspending the Service where we do so in accordance with our CRA.

15.5 To receive the rebate or compensation set out in clause 15.2, you must contact our Customer Service Centre on 13 30 61 and lodge a complaint about the Interruption.

### ***Contributory Loss***

15.6 Our liability for any loss, cost, liability or damage suffered or incurred by you under or in connection with our CRA or the Service (whether based in contract, tort (including negligence), statute or otherwise) is reduced to the extent that your acts or omissions or Your Equipment (or the acts, omissions or equipment of a third person) caused or contributed to that loss, cost, liability or damage.

### ***Consequential Loss***

15.7 We exclude any liability to you for any Consequential Loss suffered or incurred by you, except to the extent that you are entitled to recover your reasonably foreseeable loss under the Australian Consumer Law.

### ***Acts of a Supplier***

15.8 We accept liability to you for the acts of our agents in accordance with the principles of vicarious liability at common law. However, to the extent permitted by law, we have no liability to you or to any other person for the acts, omissions or defaults of any Supplier who is not acting as our agent, or any person who provides goods or services directly to you for use in connection with a Service.

### ***Force Majeure Event***

15.9 We are not liable for failing to comply with any of our obligations under our CRA if a Force Majeure Event occurs which prevents us from performing those obligations.

## **16. YOUR LIABILITY TO US**

### ***Joint customers***

16.1 If you and one or more others are the customer for a Service, each of you is jointly and individually responsible for all charges and other obligations relating to that Service.

### ***Indemnity***

16.2 You must pay us for any loss, damage, cost or liability including reasonable legal costs (but excluding any Consequential Loss) we suffer or incur relating to:

- (a) the use (or attempted use) of the Service; or

## SECTION A: GENERAL TERMS

(b) equipment used in connection with the Service, and arising out of your (or any person acting with your express or implied authority) breach of this CRA or negligent acts or omissions.

16.3 You must ensure that any person who you allow to use the Service, or to whom you ask us to supply the Service directly, complies with our CRA as if they were you.

### 17. TELEPHONE NUMBERS AND PUBLIC ADDRESSING IDENTIFIERS

17.1 The Telecommunications Number Plan 1997 (Cth) sets out rules for issuing, transferring and changing telephone numbers. You and we must comply with the Telecommunications Number Plan.

17.2 In addition to telephone numbers, the Service may use other identifiers such as an IP address or domain name ("**Public Addressing Identifiers**"). You must comply with the requirements of any Regulatory Authority or other body which administers Public Addressing Identifiers.

17.3 You are entitled to continue to use any telephone number we issue to you, except in circumstances where the Telecommunications Number Plan allows us to recover the number from you.

17.4 You acknowledge and agree that:

- (a) we do not control the allocation of Public Addressing Identifiers;
- (b) we are not liable to you if we are required to change, withdraw, suspend or re-assign any Public Addressing Identifier as a result of any direction given by a Regulatory Authority or other body which administers Public Addressing Identifiers; and
- (c) on cancellation of the Service, your right to use a Public Addressing Identifier may cease.

### 18. ASSIGNMENT AND SUBCONTRACTING

18.1 You may not assign or transfer or otherwise deal with any of your rights or obligations under this CRA without our prior written consent.

18.2 We may assign some or all of our rights under our CRA to any person.

18.3 We may transfer some or all of our obligations under this CRA to:

- (a) a Related TransACT Entity; or
- (b) a purchaser of TransACT's business,

on condition that the transferee agrees to provide the Service to you on materially the same terms and conditions of our CRA.

18.4 We may perform any of our obligations under the CRA by arranging for them to be performed by another person. We will still be responsible for the performance of the obligations.



## **SECTION A: GENERAL TERMS**

18.5 Otherwise, we may transfer or deal with our obligations under our CRA on terms to which you consent.

### **19. GENERAL**

#### ***Confidentiality***

19.1 You and we each agree to keep confidential the other's Confidential Information. You and we will not use or disclose the other's Confidential Information for any purpose, other than:

- (a) to the extent necessary to perform obligations or exercise rights under our CRA;
- (b) to the extent disclosure is required by law or the listing rules of a stock exchange or a direction by a Regulatory Authority; or
- (c) to professional advisors in connection with our CRA.

19.2 For clarity, we may refer to you as a customer of ours in our press releases, or in our marketing sales or financial material or reports.

#### ***Notices***

19.3 A notice, approval or consent to be issued under the CRA must be in writing, except for variations by us, for which notice can be given in accordance with the *Telecommunications Act* (set out in clause 1.3). In the absence of evidence to the contrary, such notice, approval or consent will be taken to be received:

- (a) if left at the address of the addressee, at the time it was left;
- (b) if sent by ordinary post, on the third day after posting;
- (c) if sent by express post, on the next day; and
- (d) if sent by facsimile or electronic transmission, at the time when the machine on which the notice is sent, reports in writing that the notice has been transmitted satisfactorily.

#### ***Waiver***

19.4 If we have a right arising out of a breach by you of our CRA and we do not exercise that right, we do not waive that right, unless we do so in writing signed by us, or our right to insist on performance of that or any other obligation at any other time.

#### ***Severance***

19.5 If a provision of CRA is void, voidable or unenforceable in any jurisdiction, it will be severed and the remainder of our CRA will not be affected.

#### ***Intellectual Property***

19.6 You do not own or have any legal interest in any of our intellectual property or in any telephone number, IP address, domain name, personal identification number or other locator or identifier issued by us to you.

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### *Authority*

- 19.7 If you have a business Service, you agree that if we need your consent to undertake certain actions then, provided we act in good faith, we may rely upon the authority of any of your employees, who tell us that they are authorised to provide that consent on your behalf. For residential Services, you must inform us if you want another person to have authority to access or make changes to your Service or account. We will not let another person access your account unless we have received your authority to do so.

### *Entire Agreement*

- 19.8 This CRA contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties in connection with it.

### *No Reliance*

- 19.9 You acknowledge that:
- (a) advice from our staff is given in good faith and with the best of intention, however we do not represent that our staff are experts in the operation of your computer hardware or software. Subject to the Consumer Guarantees, you undertake to act on any advice given by any TransACT staff member at your own risk;
  - (b) we make reasonable efforts to ensure that the information on our Website is correct and up to date. However, we do not warrant the accuracy of that material.

### *Governing Law*

- 19.10 Our CRA is governed by the laws of the Commonwealth of Australia and the laws of the state or territory in which you ordinarily reside or do business (as stated in your Application). You and we agree to submit to the exclusive jurisdiction of the courts of the Commonwealth, and its states and territories.

## **20. WHAT IS THE FAIR CONTRACT GUARANTEE?**

When you agree to a fixed term contract, you are agreeing to retain your service for a set period of time called the Contract Term. However, our fair contract guarantee ensures you always have access to our best plans.

The fair contract guarantee allows you change up and down between plans at any time without breaking your Contract Term.

If you upgrade your plan we will absorb the administration costs. However if you downgrade to a plan of equal or lesser value, then a Downgrade Fee as set out in the Pricing Schedule will apply.

If you break your Contract before the Contract Term you will be required to pay the fees set out in Section C the Pricing Schedule of this Agreement.

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### 21. DEFINITION AND INTERPRETATION

#### 21.1 In our CRA:

**Application** means your completed application form for the supply of a Service that has been accepted by us in accordance with clause 2;

**Approved Purposes** means:

- (a) providing directory assistance services;
- (b) providing operator services or operator assistance services;
- (c) publishing and maintaining public number directories;
- (d) providing location dependent carriage services;
- (e) the operation of emergency call services or assisting emergency services under Part 8 of the *Telecommunications (Consumer Protection and Service Standards) Act 1997*;
- (f) assisting enforcement agencies or safeguarding national security under Parts 14 and 15 of the *Telecommunications Act 1997* or any other applicable legal requirement;
- (g) verifying the accuracy of information provided by the data provider and held in the Integrated Public Number Database against the information the data provider holds;
- (h) undertaking research of a kind specified in the Telecommunications IPND - Permitted Research Purposes Instrument 2007;
- (i) assisting the Australian Communications and Media Authority, or its nominee, to verify the accuracy and completeness of information held in the IPND; and
- (j) any other purposes where permitted by the *Telecommunications Act 1997*, and any other applicable laws.

**Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010*.

**Break Fee** means the relevant cancellation fee or termination charge (if any) calculated in accordance with the Pricing Schedule, a Service Description or any appendix to the Service Description.

**Business Day** means a day that is not a Saturday, Sunday or gazetted public holiday in Perth, Western Australia.

**Carriage Service Provider** has the meaning given by section 87 of the *Telecommunications Act 1997*.

**Confidential Information** of a person means all information of that person ("Owner") of a confidential nature, which another person ("Recipient") first becomes aware, whether before or after the date of the original Application, either through

## SECTION A: GENERAL TERMS

disclosure by the Owner to the Recipient or otherwise through the Recipient's involvement with the Owner. Confidential Information does not include information:

- (a) the Recipient creates (whether alone or jointly with any person) independently of the Owner's Confidential Information;
- (b) that is public knowledge (otherwise than as a result of a breach of confidentiality by the Recipient or any person to whom it has disclosed the information); or
- (c) obtained without restriction as to further disclosure from a source other than the Owner through no breach of confidentiality by that source.

In respect of us, "Owner" and "Recipient" includes us and each Related TransACT Entity.

**Consequential Loss** means:

- (a) loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment (other than cost of repair), loss of opportunity or expectation loss and any other form of consequential, special, indirect, punitive or exemplary loss or damages; and
- (b) any penalties or fines imposed by a Regulatory Authority,

in connection with or arising under this CRA, whether based in contract, tort (including negligence) or otherwise.

**Consumer Guarantee** has the meaning given in Division 1 of Part 3-2 of the Australian Consumer Law.

**Contract Term** means the minimum contract term specified in your Application, which commences on the Service Commencement Date, or, if no contract term is specified in the Application or our CRA, then there will be no minimum contract term.

**Credit Information** means:

- (a) personal identifying particulars including your name, gender, current address (and your previous two addresses), date of birth, telephone number, mobile number, banking details, credit card details, name of employer and drivers licence number;
- (b) your application for credit or commercial credit – the fact that you have applied for credit and the amount;
- (c) the fact that we are a current credit provider to you and any credit limit on your account;
- (d) payments which are overdue by more than 60 days and/or for which debt collection action has started;
- (e) advice that your payments are no longer overdue in respect of any default that has been listed;

## SECTION A: GENERAL TERMS

- (f) the fact that, in our opinion, you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations);
- (g) information about any payments, including cheques, credit cards and direct debits, which have been dishonoured;
- (h) court judgments or bankruptcy orders made against you; and
- (i) the fact that we have ceased providing the Service to you (and the timing of that cessation of service).

**Credit Rating** means information about your credit worthiness, credit standing, credit history or credit capacity that credit providers may give to each other under the *Privacy Act 1998* (Cth).

**Customer Service Guarantee** or **CSG** means any performance standards issued under Part 5 of the *Telecommunications (Consumer Protection and Service Standards) Act 1999* (Cth).

**Downgrade** means a variation to the Service which reduces the capacity, use or utility of that Service and results in a reduction in the charges payable for the Service.

**Downgrade Fee** means the relevant downgrade charge (if any) specified in the Service Description.

**Download** or **Downstream** means data that is inbound (i.e. incoming to your internet connection).

**Excess Usage Charges** means the fees payable for Internet Usage over and above the Monthly Usage Allowance.

**Facility(ies)** means the equipment, infrastructure and or devices that is not any part of Your Equipment by which the Service is provided to you.

**Fair Use Policy** means the policies set out at Section D of this CRA.

**Force Majeure Event** means any event outside that person's reasonable control, and may include a failure or fluctuation in any electrical power supply, failure of air-conditioning or humidity control, electromagnetic interference, cable cut, fire, storm, flood, earthquake, accident, war, labour dispute (other than a dispute solely between that person and its own staff or staff under its control), materials or labour shortage, the change or introduction of any law or regulation (including the Telecommunications Legislation) or an act or omission, failure or delay of any third party or any failure of any equipment owned or operated by any third party (including any Regulatory Authority or Supplier).

**Handling Fee** means a fee incurred by us to provide you with a refund.

**Insolvent** includes having a receiver, manager, administrator, provisional liquidator or liquidator appointed to you, you entering into any scheme of arrangement with your creditors, a mortgagee entering into possession or disposing of the whole or any part of your assets or business.

## SECTION A: GENERAL TERMS

**Interruption** in the supply of goods or a service means a delay in supplying, a failure to supply or an error or defect in the supply of, those goods or that service.

**Legal Lessee** the person or entity that has a direct agreement with a supplier of telephone services to receive such a service, assumes all liability in respect of such service, and holds the ultimate authority to act in regards to such service.

**Material Terms** means, in the context of clause 2 only, those terms and conditions we read out to you over the telephone.

**Monthly Usage Allowance** means the Usage that is provided per month in accordance with the plan selected by you in your Application.

**NBN Co** means NBN Co Limited (ACN 136 533 741) or any entity that is related to NBN Co Limited in any of the ways specified in section 50 of the *Corporations Act 2001* (Cth).

**Network** means a telecommunications network, including equipment, facilities or cabling.

**Our Equipment** has the meaning set out in clause 5.1.

**Our Network** means the Network of TransACT Capital Communications Pty Ltd (ACN 093 966 888) or the Network of any Related TransACT Entity.

**Off Peak** means the hours of the day when your data usage is counted towards your Off Peak quota allowance.

**On Peak** means the hours of the day when your data usage is counted towards your On Peak quota allowance.

**Personal Information** means information or opinion about you from which your identity is apparent or can reasonably be ascertained and includes your name, current and previous addresses, service number, date of birth, email address, bank account or credit card details, occupation, driver's licence number and your Credit Information and Credit Rating.

**Personnel** means that person's employees, agents, contractors or other representatives.

**Purchased Equipment** has the meaning set out in clause 5.5.

**Pricing Schedule** means the prices, fees, charges and other amounts payable which are set out in Section C of this CRA.

**Premises** means locations at which we supply the Service, and locations to which we need to have access to supply the Service.

**Regulatory Authority** means the Australian Communications and Media Authority, the Australian Competition and Consumer Commission, Communications Alliance, the Telecommunications Industry Ombudsman or any other government or statutory body or authority.

## SECTION A: GENERAL TERMS

**Related TransACT Entity** means an entity that is related to TransACT Capital Communications Pty Ltd (ACN 093 966 888) in any of the ways specified in section 50 of the *Corporations Act 2001* (Cth).

**Rent** means to pay an amount for the use of a product or service for an agreed period of time during which, ownership of is not passed. The product or service is returned at the end of the period.

**Service** means the service requested by you in your Application and described in the relevant Service Description and Pricing Schedule, and any related goods (including Our Equipment and Purchased Equipment) and ancillary services provided to you by us in connection with that service.

**Service Commencement Date** means the date on which we notify you that the Service is ready for use.

**Service Description** means our standard service description describing the Service and setting out specific terms and conditions for the Service and set out in Section B of our CRA.

**Shaping** means, where your Usage exceeds the Monthly Usage Allowance in any given billing month, the Download speed from the Internet will be slowed to a maximum of the applicable shaped speed as specified in the Pricing Schedule.

**Special Offer** has the meaning set out in clause 7.5.

**Supplier** means any supplier of goods or services (including interconnection services) that may be used directly or indirectly by us to supply the Service.

**Telecommunications Act** means the *Telecommunications Act 1997* (Cth)

**Telecommunications Legislation** means the *Telecommunications Act 1997* (Cth), the *Telecommunications (Consumer Protection and Service Standards) Act 1999* (Cth) and Part XIB, Part XIC and related provisions of the *Competition and Consumer Act 2010* (Cth), each as amended or replaced from time to time.

**Usage** means the amount of time generated or data Downloaded by your Internet access.

**you** means the customer who makes the Application and where two or more persons have applied, means those persons individually and every two or more of them jointly (and your will have a corresponding meaning).

**Your Equipment** has the meaning set out in clause 5.3.

**We, us** means TransACT Capital Communications Pty Ltd (ACN 093 966 888), or any Related TransACT Entity which supplies the Service to you (and our will have a corresponding meaning).

**Website** means the website located at <http://www.transact.com.au/>.

21.2 Unless the context otherwise requires:

- (a) undefined words and expressions have the same meaning as in the Telecommunications Legislation.

## SECTION A: GENERAL TERMS

- (b) the expressions "we", "us", "our", "you" or "your" will include their respective successors and permitted assigns and novatees.
- (c) a reference to a person includes a reference to a person, firm, corporation or other legal entity.
- (d) a term which is defined in any part of our CRA has the same meaning in every other part of our CRA.
- (e) the singular includes the plural and vice versa.
- (f) different grammatical forms of the same word have the corresponding meaning.
- (g) a reference to a clause is to a clause in the General Terms, unless otherwise stated.
- (h) examples or words of inclusion are illustrative only and do not limit the generality of the relevant subject.
- (i) a "reasonable" notice period means a period which is reasonable in the circumstances taking into account technical, operational and commercial issues.



## SECTION B1: PHONE SERVICE DESCRIPTION

### Customer Relationship Agreement SECTION B: SERVICE DESCRIPTIONS

#### SECTION B1: PHONE SERVICE DESCRIPTION

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Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of our CRA or in clause 13 of this Service Description.

#### 1. ABOUT THE PHONE SERVICE DESCRIPTION

##### *Our Customer Relationship Agreement*

1.1 This is the Phone Service Description of our CRA under which we supply our Phone Service to you.

1.2 The General Terms set out in Section A of our CRA also apply.

##### *Service options*

1.3 The Phone Service comprises of the following Service options:

- (a) the Full Phone Service (Home Phone, Phone 2, Phone 3) which is described in clause 2;
- (b) the TransACT Telephony Network Phone Service which is described in clause 3; and
- (c) the TransACT Netphone1 Service which is described in clause 4.

Clauses 5 to 9 inclusive apply to all Phone Service options, unless otherwise stated.

##### *Customer Service Guarantee*

1.4 To the extent that we provide you with a standard telephone service (as defined in the *Telecommunications (Consumer Protection and Service Standards) Act 1999*) and specified enhanced call handling features, our service must comply with the Customer Service Guarantee Standard (the “CSG”). The CSG sets out minimum performance standards in relation to service connection times, fault repair times and keeping appointments to provide you with a Service. The CSG does not apply to Your Equipment or to customers that have more than five telephone services. We will connect Services not covered by the CSG within a reasonable time.

1.5 If we do not meet the CSG performance standards, you may be entitled to receive monetary compensation as specified in the CSG. However, there are circumstances in which we may be exempt from meeting those requirements, including where you unreasonably refuse us access to your premises or if you miss an appointment without giving us reasonable notice. For more information about the CSG, go to the Australian Communications and Media Authority website at [www.acma.gov.au](http://www.acma.gov.au).

## SECTION B1: PHONE SERVICE DESCRIPTION

### 2. THE FULL PHONE SERVICE

#### *What is the Full Phone Service?*

2.1 The Full Phone Service (Home Phone, Phone 2, Phone 3) provides you with:

- (a) access to a local telephone service that is a Telstra service resupplied or resold by us as described in this clause 2 (“**Local Access Call Service**”); and
- (b) a long distance telephone service as described in this clause 2 (“**Preselect Service**” or “**Long Distance Service**”),

(together, the “**Service**”).

2.2 Full Phone Service provides you with:

- (a) the ability to make and receive calls capable of being carried over the Resale Access Line, including:
  - (A) national (STD), fixed to mobile, and international calls;
  - (B) untimed Local Calls;
  - (C) calls to 13 or 1300 numbers;
  - (D) calls to 1800 services (for example, calls to 1800, 18, 1223, 1225,)
  - (E) calls to emergency services (for example, calls to 000 and Telstra only numbers);
  - (F) calls to Homelink Services (for example, calls to 180090x and 180091x numbers);
  - (G) calls to directory assistance services (for example, calls to 1234, 12451 and 12455 numbers);
  - (H) calls to premium rate services (for example, calls to 190 and 1900 number); and
- (b) a range of other telephone services and products described in Telstra’s Standard Agreement, including, where available, a standard telephone number, a directory listing, and provision of directory assistance and operator services.

2.3 Calls made using the Full Phone Service can terminate to:

- (a) Australian national geographic numbers (by dialling the national area code relating to the call number and the called number);
- (b) mobile numbers (by dialling the mobile number which begins with the prefix 04);
- (c) most international long distance numbers (by dialling 0011 + the relevant country access code + the relevant area code (if applicable) + the called number); and

## SECTION B1: PHONE SERVICE DESCRIPTION

- (d) numbers in the same Local Call charging zone as the calling number.
- 2.4 All emergency calls dialled using the Full Phone Service will be routed to Telstra.
- 2.5 Customers can obtain some features and services available on the Telstra PSTN and ISDN Networks. Availability of a particular service is dependent on the technical feasibility of providing that service. The services available, the charges for the services and the terms of access may be amended from time to time as a result of changes to Telstra's Standard Agreement.
- 2.6 We or Telstra can change the technical specifications of the Service at any time for operational and network planning reasons. We will give you prior written notice of changes which will have a more than minor detrimental impact on your use of the Service and, in such cases; you may cancel the Service in accordance with clause 1.4 of the General Terms.

### ***Restrictions on connection and use of the Service***

- 2.7 You acknowledge and agree that our supply of the Local Access Call Service component of the Service is on terms that:
  - (a) you must continue to have us as your selected Supplier for your Long Distance Service (including calls to mobiles);
  - (b) if you select another Supplier for your long distance telephone services (including calls to mobiles) while using the Local Call Access Service, we have the right to override your choice by changing your long distance services Supplier back to us. You authorise us to do this at any time, until the Full Phone Service is terminated or transferred. We will use reasonable endeavours to notify you that we are exercising our rights under this clause; and
  - (c) we will supply and you must acquire the Long Distance Service in accordance with our CRA; and
  - (d) you must also acquire from us our Dial-Up Internet Service or our Broadband Internet Service in accordance with our CRA; and
  - (e) calls using an override code (such as 1414) are not supported on Netphone1 Services.
- 2.8 The first Full Phone Service line applied for and connected to us, must be on the phone line for which we have provided the Broadband Internet Service.
- 2.9 The Full Phone Service is only available to customers whose Premises are physically connected to Telstra's Public Switched Telephone Service and who select us as their long distance services supplier.
- 2.10 You acknowledge that if you are a customer on a formerly sold broadband plan (i.e. not a Home 1, Home 2, Home 3, Home 4, Home 5, Home 6, Home 7, Business 1, Business 2, Business 3, Business 4, Business 5, Business 6 and Business 7 plan) and you choose to add Home Phone to your broadband plan, that you must also upgrade your broadband service to a currently sold broadband plan.

## SECTION B1: PHONE SERVICE DESCRIPTION

- 2.11 You acknowledge that if you are a customer on a formerly sold, First Timer (Basic/Budget), Frequent User (Light/Medium/Heavy), Fanatic (Enthusiast/Expert) or Business Light/Medium/Heavy/Max plan bundled with Phone Advantage, that you are required to upgrade to a currently sold broadband plan in order to upgrade to Home Phone .
- 2.12 You acknowledge that if you are a customer on a formerly sold broadband plan and bundled with iiPhone that should you wish to, you may upgrade your phone plan to Home Phone and remain on your existing broadband plan.

### ***Incompatible Product List***

- 2.13 The Full Phone Service does not include any products or services listed from time to time on the Incompatible Product List.
- 2.14 You acknowledge and agree that:
- (a) when you select us to supply the Service, prior to implementation of that selection, you must use your best endeavours to cancel any product or service listed on the Incompatible Product List which is acquired by you from your then existing Supplier ("**Incompatible Service**");
  - (b) if you do not cancel any Incompatible Service prior to the date on which your selection is changed to us, we will not be able to provide you with the Incompatible Service after the date on which your selection is changed to us; and
  - (c) if an Incompatible Service is transferred to us as a result of changing your selection to us, we may remove the Incompatible Service from your account.

### ***Connecting the Local Access Call Service***

- 2.15 After we accept your Application for the Service and we receive your transfer authority selecting us to supply the Local Access Call Service, we will try to connect the Local Access Call Service within a reasonable period.
- 2.16 Particular timeframes for connecting the Service may be set out in the Customer Service Guarantee.

### ***Accessing the Local Access Call Service***

- 2.17 You will have access to the Full Phone Service if the Premises are connected to Telstra's PSTN and your Resale Access Line is Preselected to us. The Service may be accessed on that Resale Access Line by dialling the numbers referred to in clause 2.2.

### ***Local Access Call Service commencement and term***

- 2.18 You acquire, and we commence to provide, the Local Access Call Service from the date on which Telstra has completed all steps necessary to enable you to acquire the Local Access Call Service from us, including to facilitate transfer and/or to install, test and activate the Resale Access Line. We will continue to provide the Local Access Call Service to you until it is cancelled or transferred in accordance with our CRA.

## **SECTION B1: PHONE SERVICE DESCRIPTION**

### ***Preselection and Use of the Resale Access Line***

- 2.19 You acknowledge there may be a delay between when you select us to supply the Local Access Call Service and when Telstra has completed all steps necessary to enable you to acquire the Local Access Call Service from us. Similarly, if you wish to change your selection from us, there may be a delay between when you select a Supplier other than us and when that selection is implemented by Telstra. We will not be liable for any delay by, or any act or omission of, Telstra in respect of the completion of the churn (i.e. transfer) process.
- 2.20 You are responsible to Telstra, or your previous Supplier, for all charges billed by Telstra, or your previous Supplier, prior to and including the date of transferring your Access Line to us.
- 2.21 We are contractually responsible to Telstra for the Resale Access Line and we are responsible (as between you, we and Telstra) for making decisions about the Preselection of the Resale Access Line. We will Preselect the Resale Access Line to us.
- 2.22 If you wish to change Preselection of your Resale Access Line to another Supplier, you must change the supply of the complete Phone Service. The Phone line rental and local call Service is not severable from the Preselect component of the Service. In the event that you change the Preselection of your Resale Access Line to another Supplier, we will automatically change it back to Full Phone Service. To cancel the supply of Full Phone, please contact your preferred provider and they will initiate the change of service.
- 2.23 You may cancel the supply of the Full Phone Service but unless and until you or your new Supplier changes the Preselection designation of your Resale Access Line, we will continue to provide Preselectable Calls over that Resale Access Line and we will bill those calls to:
- (a) you, if you are contractually responsible to Telstra for that Resale Access Line; or
  - (b) your new Supplier, if that Supplier is contractually responsible to Telstra for that Resale Access Line.
- 2.24 If you vacate the Premises for which you have acquired the Service without first:
- (a) terminating supply of the Service by giving 30 days notice in writing to us; or
  - (b) assigning the Resale Access Line to an incoming tenant or owner,

you and the incoming tenant or owner will be jointly and severally liable for use of the Resale Access Line (including call charges) until you cease to acquire the Service.

### ***Access to Premises and Equipment***

- 2.25 You must provide us or Telstra with safe access to the Premises:
- (a) to inspect or test a Facility which may be causing interference or danger; and

## SECTION B1: PHONE SERVICE DESCRIPTION

- (b) in connection with the installation, provision and maintenance or removal of the Service or a Telstra Facility.
- 2.26 Upon cancellation of the Service, you must permit Telstra to enter the Premises to remove any Facility belonging to Telstra connected with the Service. If Telstra is unable to gain access to the Premises, we may recover from you the value of the Facility as a debt due.
- 2.27 You must indemnify us against a claim by the owner or occupier of the Premises in relation to our or Telstra's entry onto those Premises.
- 2.28 The Service does not include the provision of cabling or equipment at the Premises.
- 2.29 You must not connect to a Telstra Facility any equipment or cabling which does not meet the requirements of any technical standards issued by the ACMA.
- 2.30 You must not interfere with the operation of the Service or Telstra Facility or make either unsafe and you acknowledge that the Telecommunications Act entitles Telstra to disconnect Your Equipment or cabling in certain circumstances.

### ***Inquiries***

- 2.31 As we are supplying the Service to you, all inquiries and requests should be made to us and not to Telstra. If you contact Telstra directly, Telstra may refuse to respond to your inquiry or request and may redirect you to us. Telstra also may charge us a service fee (including where Telstra does not deal with your inquiry or request), in which case we may pass the fee on to you.

### ***Telephony Related Contact Numbers***

- 2.32 Telephone Support can be contacted on 13 30 61.
- The contact number of the National Relay Service is 133 667.
- The contact number of the Translating & Interpreting Service (TIS) is 131 450.

### ***Call Packs***

- 2.33 Call Packs are an add-on that can be applied to full phone service Home Phone or Business Phone products, providing included calls for an additional monthly fee.
- 2.34 Existing customers can choose to add a pack immediately, or at the beginning of their next billing cycle. When adding during an existing billing cycle, the full monthly Call Pack charge is still applied for usage covering the remainder of that cycle.
- 2.35 Notice of Call Pack activation is provided via both email and sms. Calls made in the time between applying for a Call Pack, and notice of activation being sent, are charged at the standard rate for your Full Phone service.
- 2.36 When a Call Pack cancellation is requested, the Call Pack will be removed at the end of the billing cycle in which the Call Pack cancellation was requested. Pro-rata refunds are not applied for any charges paid in advance for a Call Pack.
- 2.37 Call Packs are subject to the iiNet Group Acceptable Use Policy available at <http://www.transact.com.au/en-ACT/terms/CRA/> (**Call Pack Fair Use Policy**) except that the reference in clause 1.2 of the iiNet Group Acceptable Use Policy to "clause

## SECTION B1: PHONE SERVICE DESCRIPTION

12.3 of the General Terms”, for the purposes of the Call Pack Fair Use Policy, is to be taken as referring to “clause 13.2(g) of the General Terms”.

### 3. THE TRANSACT TELEPHONY NETWORK SERVICE

#### *What is the TransACT Telephony Network Service?*

3.1 The TransACT Telephony Network Service provides you with a standard telephone service on Our Network as described in this clause 3 (the “**Service**”).

3.2 The TransACT Telephony Network Service provides you with:

(a) the ability to make and receive calls on Our Network, via an Access Line connected to Our Network, from a phone located at your Premises, including:

- (A) national (STD), fixed to mobile, and international calls;
- (B) untimed Local Calls;
- (C) calls to 13 or 1300 numbers;
- (D) calls to 1800 services (for example, calls to 1800, 18, 1223, 1225);
- (E) calls to emergency services (for example, calls to 000 and Telstra only numbers);
- (F) calls to directory assistance services (for example, calls to 1234, 12451 and 12455 numbers);
- (G) calls to premium rate services (for example, calls to 190 and 1900 numbers);
- (H) calls on the “**TransACT Telephony Network**”, including calls to our Netphone1 network ; and

(b) a range of other telephone services including, where available, a standard telephone number, a directory listing, and provision of directory assistance and operator services.

3.3 Our VoIP / Naked services are unable to accept reverse charge calls.

3.4 Calls made using the TransACT Telephony Network Service can terminate to:

- (a) the numbers referred to in clause 3.2; and
- (b) numbers in the same Local Call charging zone as the calling number.

3.5 Not all features and services available on other voice networks are available on Our Network. Availability of a particular feature or service is dependent on the technical feasibility of providing that feature or service. The features and services available, the charges for those features and services and the terms of access may be amended from time to time.

## **SECTION B1: PHONE SERVICE DESCRIPTION**

- 3.6 We can change the technical specifications of the Service at any time if reasonably required for technical, operational or commercial reasons. We will give you prior written notice of changes which will have a more than minor detrimental impact on your use of the Service and, in such cases; you may cancel the Service in accordance with clause 1.4 of the General Terms.

### ***Restrictions on connection and use of the Service***

- 3.7 The TransACT Telephony Network Service is provided to you as part of a bundled service which cannot be split into its component parts. It is a condition of the TransACT Telephony Network Service that you must:

- (a) not change the Preselection designation of your Access Line to a third party; and
- (b) also acquire from us a current ADSL Service in accordance with our CRA.

You agree that in the event that you change the Preselection of your Access Line to a third party supplier, you irrevocably authorise us to change the Preselection back to the TransACT Telephony Network Service. We will use reasonable endeavours to notify you that we are exercising our rights under this clause.

- 3.8 The primary Access Line applied for and connected to us must be the phone/access line for which we have provided your ADSL Service or Dialup Service.

- 3.9 The Service is only available to customers whose Premises are physically connected, via an Access Line, to Our Network. The Service is not available at all locations or premises.

- 3.10 The Service is unavailable if Our Network has not been deployed at the exchange to which your Premises are connected or if Our Network has been deployed but has not been activated for the Service.

- 3.11 Due to technical and commercial reasons it may not be possible to connect you to more than one Access Line and/or to certain optional features.

### ***Connecting to Our Network***

- 3.12 In order to be able to access the Service, your Premises must be connected to Our Network. Your Premises are connected to Our Network once:

- (a) an Access Line is installed; and
- (b) that Access Line and parts of Our Network necessary for us to be able to provide the Service to you are activated.

- 3.13 You may be charged a fee when connecting to Our Network. This fee is specified in the Pricing Schedule and is dependent on the type of connection you require.

- 3.14 There will be a short disruption of approximately 15 minutes (although this may be longer) to your Access Line on the day that the Service is connected. During this time you will not be able to make or receive phone calls over the Access Line. This will be followed by an activation period in which you will be able to make phone calls but not receive them for a period of up to 5 hours. This may be longer depending on technical reasons, circumstances at your exchange and because some tasks are



## **SECTION B1: PHONE SERVICE DESCRIPTION**

undertaken by Telstra or other suppliers and are outside our control. During this time, your telephone service will need to be diverted to either an alternative contact number nominated by you or to a recorded voice announcement. There is no charge for this diversion to be activated.

- 3.15 After we accept your Application for the Service and we receive your transfer authority selecting us to supply the Local Access Call Service, we will try to connect the Service within a reasonable period. Particular timeframes for connecting the Service may be set out in the Customer Service Guarantee.

### ***New Access Lines***

- 3.16 If you do not currently have an Access Line at your Premises and require a new Access Line to be installed so that you can connect to Our Network:

- (a) Telstra will need to install an outlet and the Access Line at your Premises. If you require more than one Access Line to be installed, the installation of further lines will need to be carried out by a qualified technician contracted by you and at your cost; and
- (b) You must provide access to your Premises in accordance with clause 3.22.

### ***Service Commencement and Term***

- 3.17 You acquire, and we will provide, the Service from the date on which we have completed all steps necessary to enable you to acquire the Service from us, including to facilitate transfer and/or to install, test and activate the Access Line. We will continue to provide the Service to you until it is cancelled or transferred in accordance with our CRA.

### ***Use of the Line***

- 3.18 You acknowledge there may be a delay between when you select us to supply the Service and when our Suppliers have completed all steps necessary to enable you to acquire the Service from us. Similarly, if you wish to change your selection from us, there may be a delay between when you select a supplier other than us and when that selection is implemented by that supplier. To the extent permitted by law, we will not be liable for any delay, or any act or omission of, any third party supplier in respect of the churn (i.e. transfer) process.
- 3.19 You are responsible to your previous supplier for, and indemnify us against, all charges billed by your previous supplier in relation to your access or use of the Access Line.
- 3.20 You may only cancel the supply of the Service in accordance with the terms of this CRA. Where you cancel the supply of the Service you will continue to be contractually responsible for all calls made over the Access Line prior to the transfer of the Access Line to the new supplier.
- 3.21 If you vacate the Premises for which you have acquired the Services without first:
- (a) terminating supply of the Service by giving 30 days notice in writing to us; or

## SECTION B1: PHONE SERVICE DESCRIPTION

- (b) assigning the Access Line to an incoming tenant or owner in accordance with clause 7.3(a),

you and the incoming tenant or owner will be jointly and severally liable for use of the Access Line (including call charges) until you cease to acquire the Service in accordance with clause 7.3(a).

### ***Access to Premises and Equipment***

3.22 You must provide us or Telstra with safe access to the Premises:

- (a) to inspect or test a Facility which may be causing interference or danger; and
- (b) in connection with the installation, provision and maintenance or removal of the Service or a Facility.

3.23 Upon cancellation of the Service, you must permit Telstra to enter the Premises to remove any Facility belonging to Telstra connected with the Service. If Telstra is unable to gain access to the Premises, we may recover from you, and you must pay to us within 30 days of our demand, the value of the Facility as a debt due.

3.24 You must indemnify us against any claim by the owner or occupier of the Premises in relation to our or Telstra's entry onto those Premises.

3.25 The Service does not include the provision of cabling or equipment at the Premises. If additional cabling or equipment is required to supply the Service you are responsible for any charges or fees associated with this.

3.26 You must not connect to a Telstra Facility any equipment or cabling which does not meet the requirements of any law, rules or regulations or any technical standards issued by the ACMA.

3.27 You must not interfere with the operation of the Service or any Telstra Facility or make either unsafe and you acknowledge that the Telecommunications Act entitles Telstra or us to disconnect a Facility, Your Equipment or cabling in certain circumstances.

### ***Monitored services***

3.28 If there is a monitored service or alarm on your Premises, it is your responsibility to check that the monitored service is working following the installation of the Service. To the extent permitted by law, we will not be responsible for any loss that you may suffer as a result of a monitored service failing to work for any reason following the installation of the Service.

## **4. THE TRANSACT NETPHONE1 SERVICE**

### ***What is the TransACT Netphone1 Service?***

4.1 The TransACT Netphone1 Service (the "**Service**") is an enhanced voice communication service whereby the voice communication is converted into a digital signal (known as Internet Protocol or IP) and carried, in part, over a high-speed (broadband) Internet network. This service is also referred to as "voice over IP". It is a secondary and separate service that is distinct from a standard telephone service.

## SECTION B1: PHONE SERVICE DESCRIPTION

- 4.2 The TransACT Netphone1 Service provides you with access to a local and long distance telephone service with the ability to make and receive
- (a) National (STD), fixed to mobile, and international calls;
  - (b) Local Calls;
  - (c) Calls to directory assistance services (for example, calls to 1223 and 1225; and
  - (d) Calls to On-Net Numbers; and
  - (e) Calls to Emergency Services (000); and
  - (f) Calls to toll free call numbers (for example, 1300, 1800 and 13); and
  - (g) Domestic satellite services; and
- a range of other telephone services and products described in the Pricing Schedule, including, where available Netphone1 telephone number/s, and provision of directory assistance and operator services.
- 4.3 You may choose to have a directory listing of the telephone number associated with your Netphone1 service. The telephone number associated with your Netphone1 service will not be listed unless you request us to do so. You may choose either:
- (a) a full listing (name and full address); or
  - (b) a suppressed address listing (name and suburb only).
- If you chose to have the telephone number associated with your Netphone1 service listed in a telephone directory and you subsequently wish the telephone number associated with your Netphone1 service not to be listed in the telephone directory you may request, via such means and subject to such conditions as may be specified by us, that the telephone number associated with your Netphone1 service not be listed in future editions of the directory.
- 4.4 Calls made using the TransACT Netphone Service can terminate to:
- (a) Australian national geographic numbers (by dialling the national area code relating to the call number and the called number);
  - (b) mobile numbers (by dialling the mobile number which begins with the prefix 04); and
  - (c) most international long distance numbers (by dialling 0011 + the relevant country access code + the relevant area code (if applicable) + the called number);
  - (d) numbers in the same Local Call charging zone as the calling number; and
  - (e) On-Net Numbers.
- 4.5 We can change the technical specifications of the Service at any time for operational and network planning reasons. We will give you prior written notice of changes which will have a more than minor detrimental impact on your use of the Service

## SECTION B1: PHONE SERVICE DESCRIPTION

and, in such cases; you may cancel the Service in accordance with clause 1.4 of the General Terms.

### ***Restrictions on connection and use of the Service***

4.6 You acknowledge and agree that our supply of the TransACT Netphone1 Service is on terms that:

- (a) you must also acquire from us:
  - (A) One of our current broadband residential products (from our Home 1, Home 2, Home 3, Home 4, Home 5 plans) or current broadband business products (Business 1, Business 2, Business 3, Business 4 plans);
- (b) you must only use the TransACT Netphone1 Service at the physical location where we supply your Broadband Service; and
- (c) calls using an override code (such as 1414) are not supported when using the TransACT Netphone1 Service;

Notwithstanding clause 1.4, you agree to waive your rights and protections afforded by the Customer Service Guarantee. The rights and protections which you agree to waive are set out in clause 4.15 of this Service Description.

4.7 You acknowledge that in order to receive and access the Service:

- (a) you must install, or arrange for the installation of, all Required Equipment;
- (b) all Required Equipment used to connect to the Service must be compatible with the Service.

4.8 You acknowledge that:

- (a) if any Required Equipment you supply yourself is not compatible with the Service or is faulty, you may not be able to access, operate or use the Service;
- (b) the quality of the Service and/or your ability to access the Service may be affected if there is an Interruption to the Broadband Service; and
- (c) if you request a variation to the Broadband Service, the quality of the Service and/or your ability to access the Service may be affected during implementation of your request to vary the Broadband Service.

4.9 You acknowledge that if you are a customer on a formerly sold broadband plan (i.e. not a Home 1, Home 2, Home 3, Home 4, Home 5, Home 6, Home 7, Business 1, Business 2, Business 3, Business 4, Business 5, Business 6 and Business 7 plan) and you choose to add Netphone1 to your broadband plan, that you must also upgrade your broadband service to a currently sold broadband plan.

4.10 You acknowledge that if you relocate your broadband service and move to a different call collection area, you will be assigned a new Netphone1 number. In being assigned a new Netphone1 number, if you have a broadband plan that is no

## SECTION B1: PHONE SERVICE DESCRIPTION

longer for sale, you will be required to upgrade your broadband service to a currently sold service.

### ***Required Equipment***

- 4.11 We will provide you with the Required Equipment you order from us in your Application. This equipment may be new or “as new”. Where the equipment is “as new”, we will disclose this to you prior to dispatch. All risk in the Required Equipment passes to you on delivery. Title to the Required Equipment passes to you upon payment in full.
- 4.12 If we do not supply any or all of the Required Equipment to you, you will need to have purchased all of (or the remainder of) the Required Equipment before we can supply the Service to you. If you choose to supply some or all of the Required Equipment yourself, the operation of that equipment and any repairs to it will be your responsibility.

### ***Warranty***

- 4.13 Where we supply any Required Equipment to you, we provide the warranty specified in the Pricing Schedule at no extra cost. The warranty does not apply where you have supplied your own Required Equipment.

### ***Emergency Services***

- 4.14 You acknowledge and agree that:
- (a) the TransACT Netphone1 Service supports access to emergency call services (000 or other emergency service telephone numbers) but the Service will not be available in the event of a power failure or Interruption to your Broadband Service connection;
  - (b) the TransACT Netphone1 Service is not a substitute for a standard public switched telephone network (PSTN) and it is recommended that you maintain an alternative telephone service (PSTN or mobile) to make and receive calls and to ensure that you have on-going access to 000 and other emergency call services;
  - (c) we are not liable to you for any loss or damage you suffer or for any costs, expenses or charges you incur arising from any inability to access emergency call services using the TransACT Netphone1 Service and which is not a direct result of our fault or negligence;
  - (d) Your full address details set out in your Application will be provided when notifying emergency call services organisations of your location in the event of an emergency. It is your responsibility to ensure that this information is current and to contact us if this information changes by calling Customer Support; and
  - (e) the Service will not be available in the event of a power failure or power outage, including access to emergency call services. In the event that there is an interruption to the power supply, the Service will not be available until power is restored. A power failure or disruption may require you to reset or reconfigure the Netphone1 enabled modem/router prior to utilising the

**SECTION B1: PHONE SERVICE DESCRIPTION**

Service. For this reason, we strongly recommend that you do not disconnect your primary standard telephone service.

**Customer Service Guarantee Waiver**

Please read the below information carefully. It contains information about rights and protections provided under the Customer Service Guarantee that you agreed to forego in return for the great benefits of an TransACT Netphone1 service.

4.15 The Telecommunications (Customer Service Guarantee) Standard 2000 (No. 2) (“The CSG”) sets out rights and protections and other performance standards a customer can expect from a telephone provider. If you would like a hardcopy, please contact our Customer Service Centre for assistance by phoning 13 30 61.

Those rights and protections and other performance standards are:

- (a) Provision of written information about;
  - (A) A customers rights and protections at least once every two years;
  - (B) The performance standards which apply to the supply of a specified service;
  - (C) The obligations of the provider under the CSG;
  - (D) A customers entitlement to damages in the event of a contravention of the performance standards; and
  - (E) The supply, on request for more information about the performance standards.
- (b) Maximum connection timeframes;

| Type of Connection                            | Timeframe        |
|---|------------------|
| In place connections                          |                  |
| In place connection                           | 2 business days  |
| Existing connection outstanding               | 8 business days  |
| Close to cable or infrastructure              |                  |
| Urban (equal to or more than 10,000 people)   | 5 business days  |
| Major rural (between 2,500 and 10,000 people) | 10 business days |
| Minor rural (up to 2,500 people)              | 15 business days |
| Remote (up to 200 people)                     | 15 business days |
| Not close to cable or infrastructure          |                  |
| Urban   | 20 business days |
| Major rural                                   | 20 business days |
| Minor rural                                   | 20 business days |

## SECTION B1: PHONE SERVICE DESCRIPTION

| Type of Connection | Timeframe        |
|--------------------|------------------|
| Remote             | 20 business days |

(c) Maximum fault restoration timeframes;

| Community                                   | Restoration timeframe                                   |
|---|---|
| Urban (equal to or more than 10,000 people) | End of the 1st business day after the fault is reported |
| Rural (between 10,000 and 200 people)       | End of the 2nd business day after the fault is reported |
| Remote (up to 200 people)                   | End of the 3rd business day after the fault is reported |

(d) Making and changing appointments;

| Apt Period | Definition of missed              |
|------------|-----------------------------------|
| < 4 Hrs    | Fails to attend within 15 mins    |
| 4 – 5 Hrs  | Fails to attend within the period |

(e) Compensation for failure to meet timeframes;

| Type of service delay                                 | \$ per working days 1-5 | \$ per working days 6+ |
|---|-------------------------|------------------------|
| Residential   |                         |                        |
| Connection or Repair of a standard service            | \$14.52                 | \$48.40                |
| Connection or Repair of an enhanced service           | \$7.26                  | \$24.20                |
| Connection or Repair of two or more enhanced services | \$14.52                 | \$48.40                |
| Missed appointment                                    | \$14.52 each            |                        |
| Business  |                         |                        |
| Connection or Repair of a standard service            | \$24.20                 | \$48.20                |
| Connection or Repair of an enhanced service           | \$12.10                 | \$24.20                |
| Connection or Repair of two or more enhanced services | \$24.20                 | \$48.40                |
| Missed appointment                                    | \$24.20 each            |                        |

## **SECTION B1: PHONE SERVICE DESCRIPTION**

- 4.16 Part 5 of the CSG allows for a service provider to propose that a customer waive their rights & protections and other performance standards to obtain a significant service benefit.
- 4.17 Pursuant to Part 5 of the CSG, TransACT proposes that you waive your rights & protections under the CSG in return for a significant service benefit.
- 4.18 In return for your acceptance of this proposed waiver of your rights & protections under the CSG, TransACT can provide this Netphone1 service at substantially cheaper rates than would otherwise be charged for a Telephone Service. These substantially cheaper calls are detailed on our Website.
- 4.19 By agreeing to this document you are waiving your rights & protections under the CSG so that TransACT may provide you with the significant service benefit of low calling rates.
- 4.20 By agreeing to this document you are not able to make a claim to TransACT Ltd for compensation where the performance standards in the CSG are not met.
- 4.21 Your acceptance of this proposed waiver of your rights & protections under the CSG is a condition of TransACT supplying you the Netphone1 service. This waiver will take effect seven days from the date of you agreeing to it, unless you notify TransACT that you wish to withdraw your waiver. If you withdraw your waiver, TransACT cannot provide you with the service.

## **5. CHARGES AND BILLING**

### ***Charges***

- 5.1 You must pay the charges for the Service set out in the Pricing Schedule and any other charges set out in your Application in accordance with the General Terms and any applicable provisions in the Pricing Schedule.
- 5.2 Using a 1414 override code to make a Local Call whilst Preselected to us will incur the toll rates set out in the Pricing Schedule. Premium rate services and specially-tariffed services are charged at the rates set out in the Pricing Schedule.
- 5.3 Prior to making calls, you may be able to obtain an estimate of the call charges payable by using the "Call Calculator" tool available on our Website. However, this tool can only be used to provide an estimate of call charges and you should check the Pricing Schedule, the calling costs set out on our Website and any additional charges specified in your Application for all charges payable by you.

### ***Variation of Charges***

- 5.4 We may vary the call charges and any other charges set out in the Pricing Schedule from time to time. We will give you not less than 30 days prior notice of such variations by one of the methods of giving notice listed in clause 1.3 of the General Terms.

If the variation has more than a minor detrimental impact on you, you may cancel the Service in accordance with clause 1.4 of the General Terms.



## **SECTION B1: PHONE SERVICE DESCRIPTION**

### ***Bills***

- 5.5 We will endeavour to bill you on the same day each month commencing from the Service Commencement Date.
- 5.6 Your bill will be electronically mailed to the email address you provide to us from time to time. Printed paper invoices requested by you will incur a monthly fee per invoice as set out in the Pricing Schedule. An itemised bill is available online through our customer account management (toolbox) Website using the Call Tracker and is available 24 hours, 7 days a week.
- 5.7 You agree that your bill will contain only a summary of your total call charges, provided that we will make available itemised call details in accordance with clause 5.6. You will need to use your username and password from your current Internet account to access this information.

### ***Payment***

- 5.8 You must pay the charges for the Service by direct debit payment from your credit card or nominated bank account.
- 5.9 If you choose to provide us with your credit card details for the purposes of paying for the Service, we may:
- (a) charge all fees to your credit card on a monthly basis from the Service Commencement Date;
  - (b) disclose your credit card details to, and obtain information from, any financial institution or credit card issuer to verify the credit card details; and
  - (c) take steps to verify that there is sufficient credit on your credit card account to meet likely fees.
- 5.10 If a direct debit from your bank account or from your credit card is declined for any reason we may impose a Decline Fee (as set out in the Pricing Schedule).

### ***Timed Call Charges***

- 5.11 You must pay for all timed calls made using the Service calculated from the time of initiation of the call to successful termination of the call. In this regard, you are responsible for ensuring that all calls made by you or another person (whether with or without your consent) using the Service are successfully terminated, meaning that the call is completed and successfully disengaged.

## **6. QUALITY OF SERVICE AND FAULTS**

### ***Service availability***

- 6.1 Within a service area, it is technically impracticable to guarantee that the Service is available in each place within that area, or that capacity is available at all times to make and receive calls, or that the Service is free of faults or errors.

## **SECTION B1: PHONE SERVICE DESCRIPTION**

### ***Call Tracker***

- 6.2 You can monitor calls which you make using the Service by using the Call Tracker at our customer account management (toolbox) Website. You must use your username and password provided by us in order to access the Call Tracker.
- 6.3 If you have any queries regarding any of the calls made using the Service and recorded on the Call Tracker, please contact us by telephoning or emailing a Customer Service Representative.

### ***Fault reporting***

- 6.4 If you become aware of any fault in the Service (for example, you are disconnected during a call, experience a bad line call, or the Service is unavailable for use), hang up from the call immediately and report the fault to us by telephoning or emailing a Customer Service Representative.

### ***Fault repair***

- 6.5 We aim generally to repair faults in the Service (up to the boundary of Our Network) as soon as practicable after you notify us of the fault. From time to time we may rely on third parties such as Telstra to repair faults to your Service. Particular timeframes for repairing faults in the Service may be set out in the Customer Service Guarantee. If you and us are not able to resolve your complaint to your satisfaction, you may refer your complaint to the Telecommunications Industry Ombudsman or the ACMA.

### ***Credit***

- 6.6 Subject to our obligations in the Customer Service Guarantee, if we consider that you have received poor service from us, we may, in our absolute discretion, provide a credit to you in relation to your future use of the Services. These credits must be used by you before the termination or expiry of the Services and will not be transferable or redeemable for cash.

### ***Informing Telstra and other Suppliers***

- 6.7 In respect of the Access Line available through the TransACT Telephony Network Service, we are reselling Telstra services and, where there is a fault, we will therefore need to inform Telstra of the fault report and request Telstra to investigate and correct the fault. Telstra may need to contact you about the fault report and you must provide Telstra with the assistance and access to premises it reasonably requires.
- 6.8 In respect of the iiPhone Preselect Service, we use the services of other Suppliers (including Telstra) in order to supply the Service to you, and will need to inform such other Suppliers of any fault report and may request such other Suppliers to investigate and correct any fault. Accordingly, other Suppliers may need to contact you about the fault report and you must provide such other Suppliers with the assistance and access to premises they reasonably require.

## **7. CANCELLATION AND SUSPENSION OF SERVICE**

- 7.1 We may, without liability, cancel supply of the TransACT Telephony Network Service to you after giving you 21 days notice, if:

## **SECTION B1: PHONE SERVICE DESCRIPTION**

- (a) you cease to acquire from us a current ADSL Service or Dialup Service;
  - (b) you continue to use override codes after we give you notice; or
  - (c) your Access Line ceases to be Preselected to us and you do not rectify it or we are unable to, or elect not to change the Preselection back in accordance with clause 3.7.
- 7.2 We may, without liability, immediately cancel supply of the TransACT Netphone1 Service to you by giving you 21 days notice, if at any time you cease to acquire from us your Broadband Service.
- 7.3 You will cease to acquire the TransACT Telephony Network Service:
- (a) if we continue to provide the TransACT Telephony Network Service over the Access Line, but responsibility for the Service is to be transferred from you to another person, from the date on which we accept that person as a customer by implementing the necessary changes in the Service account details; or
  - (b) if we are to cease supplying the TransACT Telephony Network Service, from the date from which Telstra ceases to regard us as being contractually responsible to Telstra for the Access Line.
- 7.4 Our rights to suspend or terminate the Service under this clause 7, or any other clause of this Service Description, are in addition to our rights to suspend or terminate the Service under the General Terms of our CRA.

## **8. PHONE NUMBERS AND NUMBER PORTABILITY**

### ***Selection and assignment of Phone Numbers***

- 8.1 All Phone Numbers are selected, issued and used in accordance with the *Telecommunications Numbering Plan* and any numbering instruments issued pursuant to the Telecommunications Act. In order to comply with these requirements or with the requirements of any Regulatory Authority which administers Phone Numbers, we may be required to vary, withdraw, suspend or reassign a Phone Number assigned to your Access Line. We will give you as much prior notice as is reasonably practicable.
- 8.2 We are responsible for selecting and assigning the Phone Number for a Service unless you port your Phone Number from your previous supplier's service.

### ***Porting your Phone Number***

- 8.3 If you are a customer who is connected to a Network other than ours and you wish to acquire the Service, you may be able to retain (port) your existing telephone number, subject to availability and technical and commercial considerations.
- 8.4 The porting of your Phone Number will be conducted in accordance with the relevant Communications Alliance codes. You may port your Phone Number if it is declared portable in accordance with the porting requirements administered by the relevant Regulatory Authority and no exemption from such obligations has been

## **SECTION B1: PHONE SERVICE DESCRIPTION**

granted. If you have ported your Phone Number from another service provider and the Service is subsequently terminated under our CRA or you terminate the Service without reconnecting to another service provider, you will no longer have the right to use that Phone Number. Similarly, if you port your Phone Number from us to another service provider and are then disconnected you will no longer have the right to use the Phone Number.

- 8.5 In order to port your Phone Number to us, you must complete and sign a Porting Authority Form (PAF). You warrant to us that all information supplied by you in the PAF is complete and correct. You indemnify us against (and pay us for) any loss, liability, claim, damage, costs, expenses and charges reasonably incurred by us as a result of, or in connection with, the porting of any Phone Number to us which you authorise us to port but which Phone Number has not been validly assigned or allocated to you, or otherwise in connection with any incorrect or incomplete information supplied by you in the PAF.
- 8.6 Your previous telephone provider may charge you for porting and there may be other costs and obligations such as early termination fees payable to your previous telephone provider. You indemnify us against all such fees and charges.
- 8.7 During the process of porting the Phone Number from another supplier's network to us there may be a brief period when the Service is interrupted.

### ***No liability for Phone Numbers***

- 8.8 We are not liable to you for any expense or loss incurred by you due to:
- (a) any variation, withdrawal, suspension or reassignment of a Phone Number under clause 8.1; or
  - (b) you ceasing to have the right to use a Phone Number pursuant to clause 8.4

## **9. CALLING NUMBER DISPLAY (CND) & CALLING LINE ID (CLI)**

### ***What is CLI?***

- 9.1 Calling line identification (CLI) is information that is sent through the Network when you make a call. It allows the other party to see your telephone number if they have the right equipment. CLI is automatically displayed by default.

### ***Blocking CLI***

- 9.2 You can choose whether to block transmission of CLI according to the terms and conditions of the optional features available with your Service as noted on our Website. Please refer to the account management tools available on our Website to enable these features.
- 9.3 Even if you have chosen to block transmission of your CLI on your line there are some circumstances in which your CLI will always be disclosed. You can NOT block CLI on calls made by you or someone else on your phone line:
- (a) to the emergency service numbers (eg, 000);

## **SECTION B1: PHONE SERVICE DESCRIPTION**

- (b) on internet dial up calls made to an Internet Service Provider (ISP) who uses a Telstra ISDN service or an 0198307 or 0198308 access number, but only where the ISP uses the CLI for fraud prevention, billing, call management or credit control;
- (c) on standard telephone calls made to other carriers and carriage service providers for fraud prevention, billing, call management and credit control; or
- (d) when you or someone else uses another carriage service provider by using a network override code.

9.4 If you do not block CLI in respect of calls made from your phone, you acknowledge and agree that when a call is made from your phone your Phone Number may be sent automatically to the equipment of the called party and displayed on the called party's phone.

### ***What is CND?***

9.5 Calling number display (CND) allows you to see the number of a person calling you before answering if you have appropriate equipment (and the caller has not blocked the sending of their CLI). If a party calling your phone has not blocked CLI in respect of a call made from their equipment, and Your Equipment is capable of accepting CLI information and you have enabled CND (refer to the Pricing Schedule for monthly service costs) the Phone Number of the calling party may be displayed on your phone at the time the call is made.

## **10. THE INTEGRATED PUBLIC NUMBER DATABASE (IPND)**

10.1 Your Service is supplied to you with a public number and we, like other suppliers, are required by law to supply your name, address, Phone Number and certain other details to a database known as the Integrated Public Number Database (IPND). This applies to all customers including unlisted customers. The IPND is used for purposes including to publish public number directories, provide directory assistance, operate emergency call services, assist law enforcement agencies and safeguard national security.

10.2 If you have a silent line, your Phone Number and other unlisted service information will not be published in public number directories or be disclosed by directory assistance, even though it must be provided to the IPND for the other uses referred to in clause 10.1. You must contact us if you wish to have your basic IPND data altered in any way.

10.3 The IPND is maintained by Telstra. We will not be responsible for any breach by Telstra of its obligations in relation to the IPND, including any publication or disclosure by Telstra of IPND data in public number directories or directory assistance contrary to any instructions given by you.

## **11. AGENCY**

11.1 While you are our customer, you appoint us as your agent to deal with your current suppliers and Telstra, with full authority to act on your behalf in relation to the Access Line including without limitation:

## **SECTION B1: PHONE SERVICE DESCRIPTION**

- (a) to require Preselection to be changed to or from us;
- (b) to terminate your existing supply arrangements with a supplier (including Telstra);
- (c) to request access to any of your account information held by any supplier or by Telstra; and
- (d) to receive from you, and to deal with a supplier or Telstra in respect of, any faults, provisioning and service change requests or maintenance issues concerning the Access Line or telecommunications services provided over that line.

### **12. CHANGE OF LESSEE**

12.1 From 11 August 2008 customers will incur a charge against basic telephone services when a Change of Lessee is requested. Requests for a Change of Lessee will incur a charge as defined in the pricing schedule.

12.2 Situations which involve a Change of Lessee on a service include:

- (a) where you are accepting a transfer of an existing Basic Telephone Service from another person;
- (b) where there is a change of legal entity of the end user (including where there is a change of Australian Company Number (A.C.N) or Australian Business Number (A.B.N));
- (c) when a Change of Lessee request requires us to add service/s to your existing
- (d) account or a new account in your name.

12.3 The charge will not apply where the change is as a result of any of the following;

- (a) the new end user lived with the original end user, who has died;
- (b) the new end user lived with the original end user at the premises to which the Basic Telephone Service is supplied, and the original end user cannot enter the premises;
- (c) a Change of Lessee on Payphone lines;
- (d) the transfer of a service from a carriage service provider who is re-supplying the service to an end user, to another carriage service provider who will re-supply the
- (e) service to the end user (commonly referred to as a churn of service);
- (f) change of name but no change of legal entity e.g. Name changed due to marriage, divorce and deed poll; or change of name but no change of A.C.N or A.B.N.; or customer changes 'trading as name' but does not change legal entity;
- (g) because of a restraining order.

## SECTION B1: PHONE SERVICE DESCRIPTION

- 12.4 Where the Change of Lessee request meets one of the situations outlined above in respect of which the charge does not apply, this must be communicated to our Customer Service team.

### 13. DEFINITIONS

- 13.1 In this Service Description:

**Access Line** means a line or line, and ancillary facilities, over which the Service is delivered, connecting a telephone or other equipment to a local exchange of a carrier or carriage service provider.

**ACMA** means the Australian Communications and Media Authority ([www.acma.gov.au](http://www.acma.gov.au)).

**Call Tracker** means the call management function on our customer account management (toolbox) Website.

**Customer Service Guarantee Waiver** means an agreement between you and us that makes up this CRA, that acknowledges that you wish to waive the protections and rights provided under the Customer Service Guarantee (CSG) for the service/s noted.

**Customer Service Representative** means a person contracted or employed by us for the purpose of responding to customer queries, available by telephoning 13 30 61, or such other telephone number or email address notified to you by us from time to time.

**Facility** has the meaning given by the Telecommunications Act.

**Incompatible Product List** means the list of products which are incompatible with the Service and which are published on our Website.

**Local Call** means a local call as defined in Telstra's Standard Agreement from time to time.

**Local Exchange Carrier** means the supplier that owns and operates the Access Line.

**On-Net Numbers** means numbers that are supplied to customers of our TransACT Netphone1 Service or OzENetphone1 Netphone1 Service.

**Optus Cable Network** means the Optus hybrid fibre coaxial cable network.

**Phone Number** means the service number assigned to your Access Line.

**Port** means, in respect of a Phone Number, to transfer a customer's Phone Number from one Local Exchange Carrier to another in conjunction with the customer's local call service.

**Porting Authority Form** or **PAF** means an authorisation from you to Port the Phone Number, in such form as provided by us or that we otherwise agree to accept.

## SECTION B1: PHONE SERVICE DESCRIPTION

**Preselect an Access Line** means to designate a particular supplier to provide Preselectable Calls over that Access Line and Preselection and Preselected have corresponding meanings.

**Preselectable Calls** mean national long distance voice calls to a geographic number, international direct-dial voice calls, operator assisted services accessed by the common operator assisted service numbers and calls to mobile services.

**Required Equipment** means:

- (a) a telephone handset; and
- (b) a Netphone1 enabled modem/router or, if you do not have a Netphone1 enabled modem/router, an analogue telephone adapter or ATA.

**Telephony Product List** means the list of telephony products which are supplied by us and which are published on our Website.

**Telstra** means Telstra Corporation Limited ACN 051 775 556.

**Telstra Facility** means a Facility owned by Telstra.

**Telstra's Standard Agreement** means the Telstra Standard Form of Agreement formulated for the purpose of section 479 of the Telecommunications Act.

**TransACT Telephony Network Service** means the standard telephone service provided by us over Our Telephony Network. The network is used to supply the service to you over an unconditioned continuous metallic twisted pair that connects your Premises to Our Network.

Unless otherwise stated, a reference to a clause is to a clause in this Service Description.



## SECTION B2: ADSL SERVICE DESCRIPTION

### Customer Relationship Agreement SECTION B2: ADSL SERVICE DESCRIPTION

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Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of our CRA or in clause 14.

#### 1. ABOUT THE ADSL SERVICE DESCRIPTION

##### *Our Customer Relationship Agreement*

- 1.1 This is the ADSL Service Description of our CRA under which we supply Internet access services to you.
- 1.2 The General Terms set out in Section also apply.

##### *Service options*

- 1.3 The ADSL Service comprises of the following Service options:
- (a) Broadband1 Home-1-5, and Business-1-4.

The Service features for all current Service options are described in the Pricing Schedule. Some ADSL Pricing Plans and products are no longer available for Application as indicated in the Pricing Schedule and are known as “**Grandfathered Products**”.

#### 2. THE ADSL SERVICE

##### *What is the ADSL Service?*

- 2.1 The ADSL Service is a Broadband Internet Access Service that provides access to the Internet and related services, such as email and the world wide web, by means of Asymmetric Digital Subscriber Line (ADSL) technology

You may also have selected in your Application features and characteristics applicable to the Service. We will provide the Service to you based on those selections.

##### *Service requirements and restrictions*

- 2.2 In order to receive the Service:
- (a) you must meet all of our System Requirements; and
- (b) you must install, or arrange for the installation of, all the Required Equipment.
- 2.3 The Service is only available in locations which are ADSL enabled. Your ADSL Phone Line is subject to a Full Service Qualification as not all telephone lines are compatible with ADSL.

## SECTION B2: ADSL SERVICE DESCRIPTION

2.4 The Service can only be supplied using a telephone line that is able to be connected to Telstra's local telephone service or another service provider's Telstra local resale service.

2.5 You acknowledge that:

- (a) you may not be able to receive the Service at your location;
- (b) we do not provide technical support for Services using the ADSL Modem under the following conditions:
  - (A) running internal networks connected to the Service;
  - (B) running network services or providing network services to others via the Service;
  - (C) running connectivity software other than that provided with the ADSL Modem; or
  - (D) Macintosh operating systems below v10.0.
- (c) the ADSL Modem only supports a single computer connected to that modem or router;
- (d) we do not guarantee that the Modem Software or other Software will be compatible with any network of machines you may have after the ADSL Modem;
- (e) we do not guarantee Internet access through wireless access, or the compatibility of a wireless device or connection with Your Equipment and/or network structure;
- (f) some telecommunication services and products are not compatible with the Service and may not be available to you following installation of the Service;
- (g) we do not guarantee that your connection to the Internet will achieve any specific speed specified in the Pricing Schedule at any given time as variables such as signal strength, distance from exchange, traffic and load have an effect on the connection speed;
- (h) we do not guarantee the availability of ports or access to our DSLAM Network;
- (i) we will use due care and skill in providing the Service in accordance with the Consumer Guarantees. Subject to the Consumer Guarantees, we cannot promise that the Service will be continuous, fault-free or accessible at all times, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us). This does not limit your right to obtain rebates in some circumstances, as set out in clause 15.2 of the General Terms.
- (j) we will endeavour to use the fast transfer process whenever possible to facilitate the transfer in and out of the service; however, we do not

## **SECTION B2: ADSL SERVICE DESCRIPTION**

guarantee access to fast churn and it should not be relied upon as a term of the Service.

2.6 The following restrictions apply to the use of the Service:

- (a) You must be the Legal Lessee (account holder) of the ADSL Phone Line or, if you are not the Legal Lessee of the ADSL Phone Line used to connect to the Service, you have obtained the Legal Lessee's permission to connect the Service;
- (b) You must be over 18 years of age to apply for the Service. Minors (under the age of 18 years) must be supervised by a parent, teacher or other responsible adult at all times while using the Service, and we are not responsible for any Internet content that may be viewed while using the Service.

### ***Contract Term***

2.7 We will provide, and you must acquire the Service, in accordance with our CRA for at least the Contract Term. You may cancel the Service during the Contract Term but you may be required to pay a Break Fee as set out in the Pricing Schedule. After the end of the Contract Term, we will continue to provide the Service until it is cancelled in accordance with our CRA.

2.8 The Home-1 plan requires a 24 month contract for new and out of contract customers. Existing customers already on a contract can change to Home-1 with no change in their current Contract Term as part of our Fair Contract Guarantee.

## **3. INSTALLING THE SERVICE**

### ***Self Installation***

3.1 We will activate the Service by preparing the telephone circuits on your ADSL Phone Line and will notify you of ADSL Line Completion via the email address provided on your Application or via SMS to the mobile number provided on your Application.

3.2 We will deliver the hardware and or other equipment within a reasonable time after ADSL line Completion.

3.3 You acknowledge that we may activate the Service on your ADSL Phone Line before delivering the hardware or equipment and that there may be a minor disruption to your standard telephone service during installation and activation of the Service.

3.4 You will install the Service at the Premises. You will be responsible for the cost of any third party services that may be required in connection with the installation of the Service to the Premises (eg electrician or licensed cabler).

3.5 If you notify us that your Hardware and/or equipment contain faulty components, you must give us sufficient information to assess the kit components (including allowing us to test your PC to evaluate its performance). If we find that the relevant component is not faulty, we may charge you a service fee. We will tell you the amount of the service fee before we test the hardware and equipment.

## **SECTION B2: ADSL SERVICE DESCRIPTION**

- 3.6 If you notify us that your Hardware and/or equipment is faulty, within warranty and needs to be returned, you will be shipped a replacement modem and a return freight bag for the faulty modem. If the faulty modem is not returned to us, with all cables and components within 21 days of you receiving a new modem and a return freight bag, you will be charged the full price for the purchase of the new unit that we shipped to you and shipping costs regarding the prepaid satchel that was sent to you.

### ***Provisioning timeframes for broadband services***

- 3.7 Provisioning your broadband services can take between 5 and 20 business days for a service on our network. Some services are eligible for a streamlined provisioning process, which can reduce the time it takes for the service to be provisioned. This is called the “Premium Provisioning” process and can be purchased during your Application. The Premium Provisioning process is charged at the rate described in Section C: Pricing Schedule.

## **4. SOFTWARE**

- 4.1 We may choose to provide the Modem Software and other Software to you for use with the Service.

### ***Licence to use***

- 4.2 We grant to you a revocable, non-exclusive, non-transferable licence to use the Modem Software and other Software subject to this clause 4 and any end user agreement provided with the software at the time of installation.

### ***Restrictions on Use***

- 4.3 Where we provide Software to you, you must:
- (a) only use the Software (including storing, loading, installing, executing or displaying it on a computer) in conjunction with the Service and on the number of additional PCs corresponding to the number of any Additional Users you have requested. If you have requested Additional Users, we will give you the number of licenses that corresponds to the number of Additional Users requested;
  - (b) not copy, translate, adapt, modify, alter, decompile, disassemble, reverse engineer the Software or create any derivative works based on the Software or merge the Software with any other software, except as permitted under the *Copyright Act* 1968;
  - (c) only use the Software in accordance with our reasonable directions from time to time;
  - (d) not sub-licence, assign, share, sell, rent, lease, supply, distribute or otherwise transfer to any person your right to use the Software;
  - (e) not alter or remove any copyright or other intellectual property notifications applied to the Software; and
  - (f) comply with the terms and conditions of any end user agreement provided with the software at the time of installation.

## **SECTION B2: ADSL SERVICE DESCRIPTION**

4.4 Upon termination of the Service, any Software licences granted as part of the Service will immediately terminate and you must return to us or destroy any copies of the Software if we direct you to.

### **5. EQUIPMENT**

5.1 We will provide you with the Required Equipment you order from us in your Application. This equipment may be new or 'as new' and if the equipment is 'as new' we will disclose this to you before delivery. Risk in the Required Equipment passes to you on delivery, and title to the Required Equipment passes to you when we receive payment in full.

5.2 If we do not supply any or all of the Required Equipment to you, you will need to have purchased all of (or the remainder of) the Required Equipment before we can supply the Service to you. If you choose to supply some or all of the Required Equipment yourself for use with the Service:

- (a) any such equipment, including ADSL modem and filters, must meet the requirements specified in the "broadband help" section of our "help and support" web page located on our Website.
- (b) the operation of such equipment and any repairs to it will be your responsibility.

### **6. TELEPHONY DEVICES**

6.1 Where a telephony device (such as a standard telephone, fax machine, answering machine, or dialup analogue modem) is attached to your ADSL Phone Line, you acknowledge that, in order to receive the Service:

- (a) a filter is required on each telephony device; and
- (b) a central splitter must be installed on your ADSL Phone Line if:
  - (A) a monitored security system (back-to-base) dials out on your ADSL Phone Line;
  - (B) more than three telephony devices are connected to your ADSL Phone Line;
  - (C) a wall mounted telephone is connected to your ADSL Phone Line; or
  - (D) a mode 3 phone socket is connected to your ADSL Phone Line.

6.2 You must install any required central splitter hardware at your own cost and you will be responsible for the cost of any third party services that you may require in connection with such installation.

6.3 We will supply, at no additional cost, one filter with any ADSL Modem and any router which you purchase from us. You are responsible for the cost of any additional filters which may be required.

## **SECTION B2: ADSL SERVICE DESCRIPTION**

- 6.4 You acknowledge that failure to install, or to correctly install, the filter or central splitter can result in the Service being interrupted and/or the Service interfering with the operation of monitored security systems or telephony devices.

### **7. SERVICE CHARGES AND BILLING**

#### ***Service charges***

- 7.1 You must pay the charges for the Service set out in the Pricing Schedule and any other charges set out in your Application and in accordance with any applicable provisions in the Pricing Schedule.
- 7.2 The charges for the Service will depend on the Service option and features and characteristics for each Service option selected by you in your Application.

#### ***Monthly Usage Allowance***

- 7.3 Some ADSL Pricing Plans have a Monthly Usage Allowance. If this applies to your selected ADSL Pricing Plan and you exceed the Monthly Usage Allowance:
- (a) your access to the Service may be Shaped in accordance with clause 7;
  - (b) we may bill you Excess Usage Charges for your Excess Usage; and/or
  - (c) if you exceed the Time Usage Allowance, we may disconnect the Service to maintain the integrity of our Network.

#### ***Billing***

- 7.4 We will bill you for the charges for the Service in accordance with the billing period set out in the Pricing Schedule and selected by you in your Application, and any other terms set out in the Pricing Schedule.
- 7.5 In the first and last months of the Contract Term, we will only bill you for usage charges incurred by you during those months, up to a maximum of the Monthly Service Fee otherwise payable for each of those months.
- 7.6 Your bill will be electronically mailed to the email address you provide us from time to time. Printed paper invoices requested by you will incur a monthly fee as specified in the Pricing Schedule or such other fee as notified by us to you from time to time.

#### ***Variation of charges***

- 7.7 We may vary the charges payable for the Service at any time in accordance with clauses 1.3 to 1.8 of the General Terms.

#### ***Commencement of charges***

- 7.8 Service charges will accrue from:
- (a) the date of ADSL Line Completion, where we provide you with the Hardware and/or equipment; or

## SECTION B2: ADSL SERVICE DESCRIPTION

- (b) the date of ADSL Line Completion, where we have made a first delivery attempt to provide you with the Hardware and/or equipment; or
- (c) the date of ADSL Line Completion, where you supply some or all of the Required Equipment yourself.

### ***Payment***

7.9 You must pay the charges for the Service:

- (a) if you also elect to receive our Phone Service, by direct debit payment from your credit card or nominated bank account; or
- (b) if you have additional ADSL services that require payment by automatic debit on the same account as a service that allows flexible payment options, by direct debit payment from your credit card or nominated bank account.
- (c) if you have a product that accepts flexible payment methods by credit card, automatic direct debit, direct debit BPAY, invoice, cheque or purchase order

7.10 If payment by automatic debit is required, then you must pay the Service charges by direct debit payment from your credit card or nominated bank account. If you choose to provide us with your credit card details for the purposes of paying for the Service, we may:

- (a) charge all fees to your credit card on a monthly basis from the applicable date referred to in clause 7.8;
- (b) disclose your credit card details to, and obtain information from, any financial information or credit card issuer to verify the credit card details;
- (c) take steps to verify that there is sufficient credit on your credit card account to meet likely fees; and
- (d) charge any Break Fee payable under clauses 9.4 or 10 to your credit card immediately on notice of cancellation of the Service.

7.11 If your direct debit from your bank account payment or from your credit card is declined for any reason we may we may impose a Decline Fee (as set out in the Pricing Schedule).

7.12 Subject to your right to later claim a refund of your charges for certain Interruptions to the Service pursuant to clauses 15.2 to 15.5 of Section A General Terms, you must continue to pay the charges for the Service even if:

- (a) your computer is not working;
- (b) you actively cease using the Service for any reason in circumstances where the Service is available for use; or
- (c) the Service is unavailable, or has limited availability, for an insignificant period due to a Network or system outage.

## **SECTION B2: ADSL SERVICE DESCRIPTION**

### **8. MONTHLY USAGE ALLOWANCE AND SHAPING**

#### ***Monthly Usage Allowance***

- 8.1 Each ADSL Pricing Plan provides a Monthly Usage Allowance that represents the maximum Usage that can be used at High Speed during a Billing Month (regardless of the number of days in that month).
- 8.2 Your Usage is reset to zero each month, commencing on the date you are initially billed for the Service (“**Billing Month**”). Your amount of data Usage (measured in Megabytes) applies to both Downstream and Upstream data.

#### ***Shaping***

- 8.3 If your Usage exceeds the Monthly Usage Allowance for any given Billing Month, then your access to the Service will be Shaped.
- 8.4 If your broadband plan is currently unbundled and you choose to bundle part way through your calendar cycle or if you change to a plan with different download quotas – the quota you have used thus far will be deducted from the On Peak and Off Peak or anytime allocation of your new plan. This principle also applies if you are currently bundled and choose to unbundle your broadband service.
- 8.5 Your Service will remain Shaped until the commencement of the next Billing Month. Any unused Monthly Usage Allowance in any Billing month cannot be rolled over into subsequent Billing Months.
- 8.6 Your Service is shaped on the period (On Peak, Off Peak or Anytime) in which you've exceeded your quota. You can find details of your On Peak/Off Peak timing by logging into [Toolbox](#) and selecting 'Volume Usage' from your account tools.
- 8.7 You may purchase additional quota for your plan by adding a Data Pack as outlined in the Pricing Schedule. Quota is added to the applicable period (Anytime, On Peak or Off Peak.) Any unused allowance in your Data Pack in any Billing Month cannot be rolled over into subsequent Billing Months.

#### ***Monitoring your Usage***

- 8.8 We may notify you by email to your email address provided by you from time to time, when your Usage has exceeded the Monthly Usage Allowance. We reserve the right to monitor any additional Usage whilst access to your Service is Shaped.
- 8.9 An online Usage monitoring application is provided at our web page to allow you to view your Usage for the current Billing Month.

### **9. CANCELLATION, SUSPENSION AND VARIATION**

#### ***Cancellation or suspension by us***

- 9.1 We may cancel, suspend or restrict the supply of the Service to you in accordance with the General Terms of our CRA.
- 9.2 Our rights to suspend or cancel the Service under this clause 9, or any other clause of this Service Description, are in addition to our rights to suspend or cancel the Service under the General Terms of our CRA.



## **SECTION B2: ADSL SERVICE DESCRIPTION**

### ***Cancellation or suspension by you***

- 9.3 You may cancel the Service at any time by contacting us and verifying your identity but you may be required to pay a Break Fee in accordance with clause 9.4.
- 9.4 If you cancel the Service after ADSL Line Completion but before the end of the Contract Term, the Fees set out in the Pricing Schedule 1 to this Service Description apply. Subject to clause 9 of the General Terms (Billing Disputes), you authorise us to debit these payments to your credit card or bank account within a reasonable time after receipt of a cancellation notice from you. We will credit any fees paid in advance by you against fees payable by you for another service supplied by us or a Related TransACT Entity to you.
- 9.5 ADSL services cannot be suspended as there is an on-going cost incurred by maintaining the connection with the supplier that we will incur.

### ***Variations***

- 9.6 You may vary a Service or an ADSL Pricing Plan to another Service or ADSL Pricing Plan within that range by:
- (a) completing and submitting a new online application form located on our Toolbox plan change web page or by telephoning Customer Support and asking a customer service representative to complete the application form on your behalf;
  - (b) paying the Downgrade Fee as set out in the Pricing Schedule, if a Downgrade Fee applies; and
  - (c) paying the revised charges for the varied Service (if any) from the date of completion of the variation.
- 9.7 If you vary your Service or ADSL Pricing Plan by using the online Toolbox plan change referred to in clause 9.6(a), you are responsible for ensuring that the varied Service selected by you meets your requirements.
- 9.8 If you vary your Service or ADSL Pricing Plan in accordance with clause 9.6, such variation will not affect the duration of the Contract Term.
- 9.9 We will apply any fees paid in advance by you against the fees payable for the varied Service. All Traffic used in the previous 30 days will count towards the Monthly Usage Allowance applicable to the varied Service for the purposes of Shaping and for determining whether Excess Usage Charges are payable.

## **10. ADSL PHONE AND MOVING PREMISES**

### ***Cancellation or disconnection of your ADSL Phone Line***

- 10.1 You acknowledge and agree that the Service will be disconnected from your ADSL Phone Line if:
- (a) you relocate your ADSL Phone Line to a new address or phone number or different phone number at the existing address;

## SECTION B2: ADSL SERVICE DESCRIPTION

- (b) changes are made to your ADSL Phone Line details (e.g. change of account holder name or change of service provider);
- (c) your ADSL Phone Line is cancelled.

10.2 You acknowledge and agree that:

- (a) unless we are your nominated service provider, any cancellation of your ADSL Phone Line is a matter between yourself and your nominated service provider, and we are not a party to this event;
- (b) if you wish to have the Service reinstalled on your ADSL Phone Line, you are responsible for having your ADSL Phone Line reconnected at your own cost.
- (c) if you fail to reconnect your ADSL Phone Line within 14 days, you will be liable to pay the Contract Break Fees referred to in clause 9.4;
- (d) if you request us to reinstall or reprovision the Service on your ADSL Phone Line, you must pay us the reconnection fee specified in the Pricing Schedule;
- (e) you must continue to pay all charges for the Service during Downtime where such Downtime arises due to the cancellation or disconnection of, or change to, your ADSL Phone Line other than as a result of our fault or negligence.

### ***Moving Premises***

10.3 The Service may not be available from all locations. Accordingly, if you plan to move premises and relocate the Service to your new address, you must make a new Application and give us at least 30 days notice of your new address before you move.

10.4 If the Service is available at your new address:

- (a) we may accept your Application and provide the Service at your new address; and
- (b) we will charge you a relocation fee as specified in the Pricing Schedule.

10.5 If the Service is not available at your new address and you move before the end of the Contract Term and:

- (a) you elect to obtain an alternative service from us at your new address, we will waive any Break Fee payable under clause 9.4, but we may charge you a Downgrade Fee as specified in Appendix 1 of this Service Description if the change to an alternative service involves a reduction in the charges payable by you, (in addition to the applicable set-up fee for the new service, as specified in the Pricing Schedule).
- (b) we are unable to provide an alternative service at your new address or you elect not to obtain an alternative service from us, then:

## SECTION B2: ADSL SERVICE DESCRIPTION

- (A) the Service will be automatically cancelled 30 days after you notify us in accordance with clause 10.3; and
  - (B) the Contract Break Fees referred to in clause 9.4 will apply.
- 10.6 If broadband is available at your new address but due to the relocation, your network changes from TransACT to Telstra or from Telstra to TransACT;
- (a) and you are on a currently sold broadband plan, you will be moved to the equivalently priced plan on the new network
  - (b) and you are on a legacy broadband plan (i.e. formerly sold plan), you will need to move to a current broadband plan. If you have a legacy voice product (Phone or Netphone1) you will also have to upgrade to a current voice plan where applicable.
- 10.7 If you have an iiPhone preselect plan, changing premises will require you to either unbundle your preselect service and take a broadband standalone plan, or replace your preselect service with Home Phone (full phone service). If you choose the latter option, you will also be required to move to a currently sold broadband plan.

## 11. CUSTOMER SUPPORT

### *Fault reporting and rectification*

- 11.1 If you experience a fault in respect of your connection to the Service, you can contact customer support by telephoning or emailing us.
- 11.2 We will use reasonable endeavours to rectify the fault within 72 working hours after you report a fault to us in accordance with clause 11.1. However, depending on the nature of the fault, rectification may take longer. We provide customer support for connecting the Service to a single computer that meets the System Requirements. We will not provide customer support for the connection of additional computers (even if you have nominated Additional Users for the Service), networking devices or local area networks to the Service

### *Back-Up Service*

- 11.3 Subject to clause 11.4, in the event of a Service fault described in clause 11.1, we will, at your request or as part of the Service, supply a back-up dialup service, via a standard modem ("**Back-Up Service**").
- 11.4 If we supply the Back-Up Service and the Service fault described in clause 11.1, in our reasonable opinion, was a result of, directly or indirectly, an act or omission by you, any person authorised by you or by any of your employees, agents or contractors:
- (a) you will be responsible for supplying the standard modem at your cost;
  - (b) you must pay for the cost of the phone call from your modem to a back-up dialup number charged by your telecommunications service provider ("Connection Charge"); and
  - (c) your Internet Access Usage will be calculated against the modem dialup and will be recorded towards your Traffic Usage for the month.

## **SECTION B2: ADSL SERVICE DESCRIPTION**

### ***Warranty***

- 11.5 We provide the Warranty Periods specified in the Pricing Schedule at no extra cost, with equipment we supply to you. The Warranty Periods do not apply where you have supplied your own modem or other equipment.

### ***Software***

- 11.6 We are not able to provide support for software not supplied by us, including software Downloaded from the Internet.

## **12. USE OF THE SERVICE**

- 12.1 When using the Service you must comply with:
- (a) our CRA, including clause 4 of the General Terms, and this clause 12, and;
  - (b) any rules, including any acceptable use conditions, imposed by any third party whose content or services you access using the Service or whose Network your data traverses.
- 12.2 Any use of the Service at the Premises is your responsibility. The terms of our CRA apply to you and also to anyone else who uses the Service (regardless of whether you give them permission to do so or not).
- 12.3 You must ensure that any software you use in relation to the Service is properly licensed.
- 12.4 The use of a Local Area Network (LAN) for personal use is permitted, however the set-up and configuration of a LAN connected to the modem is not supported by customer service.
- 12.5 All IP addresses provided by us for your use remain our property. Most Services include a dynamic IP address. A new IP address is usually allocated whenever the computer and modem is rebooted. The IP address remains until the next time the computer and modem is switched off. Where provided, you may configure your computer or modem to connect using a static IP address.
- 12.6 We may at any time adjust aspects of the Service for security or Network management reasons, including, without limitation:
- (a) deleting transitory data that has been stored on our servers for longer than 90 days;
  - (b) deleting stored email messages that are older than 90 days;
  - (c) rejecting any incoming email messages and attachments that exceed 10 Megabytes (including encapsulation);
  - (d) delivering access and content via proxy servers;
  - (e) limiting the number of addresses to whom an outgoing email can be sent;
  - (f) refusing to accept incoming email messages to mailboxes that have exceeded the email storage limit;

## **SECTION B2: ADSL SERVICE DESCRIPTION**

- (g) managing the Network to prioritise certain types of Internet traffic over others; and
  - (h) blocking or filtering specific Internet ports.
- 12.7 You are responsible for providing any security or privacy measures for your computer networks and any data stored on those networks or accessed through the Service. We will not be liable to you in respect of any loss, damage, costs or expenses incurred by you in connection with your failure to provide that security.
- 12.8 You may request Additional Users on the Service in accordance with the Pricing Schedule
- 12.9 You must take reasonable steps to ensure that others do not gain unauthorised access to the Service through your account. We recommend that you do not disclose your password to others and that you change your password regularly.
- 12.10 We may monitor use of the Service to investigate a breach (or suspected breach) of that policy or upon the request of an authorised authority. We do not have to monitor use of the Service, whether by you or anyone else. If we do so, we can stop the monitoring at any time. However, we are not under any obligation to enforce any other policy that applies to anyone using services that we provide to them.
- 12.11 Where you provide your own wireless computer connection device, you are responsible for any loss caused by an unauthorised interception of the Service.

## **13. YOUR ACKNOWLEDGEMENTS**

- 13.1 You acknowledge that:
- (a) the Service relies for its operation on content or services supplied by third parties, who are not controlled or authorised by us and we are not responsible for defamatory, offensive, indecent, abusive, menacing, threatening harassing or unsolicited material accessed or received by you; and
  - (b) we do not exercise any control over, authorise or make any warranty regarding:
    - (A) your right or ability to use, access or transmit any content (whether error-free, in time, or at all) using the Service;
    - (B) the accuracy or completeness of any content which you may use, access or transmit using the Service including any data which we may store as part of the Service;
    - (C) the consequences of you using, accessing or transmitting any content using the Service, including any virus or other harmful software; or
    - (D) any charges which a third party may impose on you in connection with your use of the Service.

## SECTION B2: ADSL SERVICE DESCRIPTION

### 14. DEFINITIONS AND INTERPRETATION

14.1 In this Service Description:

**Additional User** means a person (other than you) whom you nominate and authorise to use the Service.

**ADSL Modem** means an approved ADSL Modem.

**Asymmetric Digital Subscriber Line** or ADSL means the technology that allows the transmission of digital information at high bandwidths on twisted metallic pairs.

**ADSL Line Completion** means the date we notify you that your ADSL Phone Line is upgraded to utilise the Service, as determined by us.

**ADSL Phone Line** means your nominated telephone line used to deliver the Service.

**ADSL Pricing Plan** means a pricing plan for the ADSL Service identified in the Pricing Schedule.

**Billing Month** has the meaning set out in clause 8.2.

**Broadband** means a high-capacity communications pipeline capable of delivering a simultaneous range of services at speeds greater than conventional Dialup.

**Dialup** means a telephone connection in a system of many lines shared by many users. A dialup connection is established and maintained for limited time duration, at speeds no greater than 56kpbs.

**Downtime** means periods of unavailability or limited availability of Internet Access.

**Early Termination Fee** means a fee charged for disconnection of service within the first 6 months.

**Excess Usage** means Usage over and above the Monthly Usage Allowance

**Excess Usage Charges** means the fees payable for Usage over and above the Monthly Usage Allowance.

**Full Service Qualification** means the qualifications which your ADSL Phone Line must pass to support ADSL.

**Hardware** and/or **Equipment** means a kit containing all Required Equipment and Software ordered by you in your Application needed to connect to the Service

**High Speed** means data transmission speeds which are faster than conventional Dialup, as determined by us from time to time.

**iTunes Content** means music, music videos, audiobooks, iPod games, Pixar short films available on the iTunes Store (Australia).

**Megabyte** means a unit of data storage capacity equal to 10 to the power of 6.

## SECTION B2: ADSL SERVICE DESCRIPTION

**Modem Software** means the software used and installed on a new customer's computer during installation, as updated from time to time (including upgrades and manuals), and which is included when you purchase an ADSL Modem from us.

**Monthly Service Fees** means the monthly fee due to us from you for the Service, excluding Set-up Fees, Usage Fees and Excess Usage Charges.

**Monthly Usage Allowance** means the Usage that is provided per month in accordance with the ADSL Pricing Plan selected by you in your Application.

**Required Equipment** means:

- (a) an ADSL modem;
- (b) an Ethernet port/card to connect your computer to the ADSL Modem;
- (c) a telephone wall socket to connect the ADSL Modem to your ADSL Phone Line;
- (d) an approved filter for each telephony device; and
- (e) any additional equipment that may be required for your particular computer and telephone requirements.

**Set-up Fee** means a once-off initial fee for setting up the Service.

**Shaping** means, where your Usage exceeds the Monthly Usage Allowance in any given billing month, the Download speed from the Internet will be slowed to the maximum speed applicable to the Service option selected by you, as specified in the Pricing Schedule.

**Software** means the Modem Software and any other software we supply to you for use in conjunction with the Service which may change from time to time, including any upgrades and manuals.

**System Requirements** means the pre-requisite computer hardware and operating systems software required for installation and customer support as specified on our support page on our Website.

**Toolbox** means the customer account management area of our Website accessible by using your username and password.

**Traffic** means all data that is Downloaded or Uploaded. Traffic may take the form of emails, web requests and web data, File Transfer Protocol (FTP) and other services. If you are connected to the internet then you are using Traffic. The Service option and/or ADSL Pricing Plan you select will determine how your Traffic with us is calculated and billed.

**Upload or Upstream** means data that is outbound (i.e. outgoing from your Internet connection)

**Usage** means the amount of time generated or data Downloaded by your Internet access.

**Usage Charges** means the fees payable for Usage of the Service.

## **SECTION B2: ADSL SERVICE DESCRIPTION**

**Warranty Period** means the period referred to in clause 11.5 and specified in the Pricing Schedule

14.2 Unless otherwise stated, a reference to a clause is to a clause in this Service Description.



## **SECTION B3: NAKED DSL SERVICE DESCRIPTION**

### **Customer Relationship Agreement SECTION B3: NAKED DSL SERVICE DESCRIPTION**

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Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of this CRA or in clause 14 of this Service Description

#### **1. ABOUT THE NAKED DSL SERVICE DESCRIPTION**

##### ***Our Customer Relationship Agreement***

- 1.1 This is the Naked DSL Service Description of our CRA under which we supply a Naked DSL Service to you. Prior to Cutover to the Naked DSL Service, the terms and conditions of your previous service provider apply. After Cutover to the Naked DSL Service, these terms and conditions apply.
- 1.2 The General Terms set out in Section A of our CRA, and Section B (in particular Clause 5 'The TransACT Netphone1 Service' of Section B(i)) and Section C the Pricing Schedule also apply to the Naked DSL Service.

##### ***Service options***

- 1.3 The Naked DSL Service comprises of the following Service options:
- (a) Naked DSL Home Value and Home 1-3, and Business Value and Business 1-3; and
  - (b) Naked iiTalk

The Service features for all current Service options are described in the Pricing Schedule.

#### **2. THE NAKED DSL SERVICE**

##### ***What is the Naked DSL Service?***

- 2.1 The Naked DSL Service is a Broadband service delivered over a Communications Wire on which there is no active PSTS telephone line. Broadband provides access to the Internet and related services, such as email and the world wide web, by means of ADSL technology.

You may also have selected features and characteristics applicable to the Service in your Application. We will provide the Service to you based on those selections.

##### ***Service requirements and restrictions***

- 2.2 In order to receive the Service you must
- (a) meet all of our System Requirements; and
  - (b) install, or arrange for the installation of, all the Required Equipment.

## SECTION B3: NAKED DSL SERVICE DESCRIPTION

- 2.3 The Service is only available in locations which are ADSL enabled on our DSLAM Network. Your Naked DSL Access Line is subject to a Full Service Qualification as not all telephone lines are compatible with the Naked DSL Service.
- 2.4 The Service can only be supplied over a Communications Wire that is able to be connected to Telstra's local telephone service or another service provider's Telstra local resale service.
- 2.5 You acknowledge that:
- (a) you may not be able to receive the Service at your location;
  - (b) we do not provide technical support for Services using the ADSL Modem under the following conditions:
    - (A) running internal networks connected to the Service;
    - (B) running network services or providing network services to others via the Service;
    - (C) running connectivity software other than that provided with the ADSL Modem; or
    - (D) Macintosh operating systems below v10.0
  - (c) the ADSL Modem only supports a single computer connected to that modem or router;
  - (d) we do not guarantee that the Modem Software or other Software will be compatible with any network of machines.
  - (e) we do not guarantee Internet connectivity through a wireless access point, or the compatibility of a wireless device or connection with Your Equipment and/or network structure;
  - (f) some telecommunication services and products are not compatible with the Service and may not be available to you following installation of the Service;
  - (g) we cannot guarantee that your connection to the Internet will achieve any specific speed specified in the Pricing Schedule at any given time as variables such as signal strength, distance from exchange, traffic and load have an effect on the connection speed;
  - (h) we do not guarantee the availability of ports or access to our DSLAM Network;
  - (i) we will use due care and skill in providing the Service in accordance with the Consumer Guarantees . Subject to the Consumer Guarantees, we cannot promise that the Service will be continuous, fault-free or accessible at all times, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us). This does not limit your right to obtain rebates in some circumstances, as set out in clause 15.2 of the General Terms.

## **SECTION B3: NAKED DSL SERVICE DESCRIPTION**

2.6 The following restrictions apply to the use of the Service:

- (a) You must be the Legal Lessee (account holder) of the Access Line or, if you are not the Legal Lessee of the Access Line used to connect to the Service, you have obtained the Legal Lessee's permission to connect the Service; and
- (b) You must be over 18 years of age to apply for the Service.

### ***Contract Term***

2.7 If you apply for a Naked service for a contracted period of time we will provide, and you must acquire the Service, in accordance with our CRA for at least the Contract Term. You may cancel the Service during the Contract Term but you may be required to pay a Break Fee as set out in the Pricing Schedule. After the end of the Contract Term we will continue to provide to you the Service until it is cancelled in accordance with our CRA.

2.8 The Naked Home Value and Naked Business Value plans are only available on a 24 month Contract Term.

## **3. INSTALLING THE SERVICE**

### ***Self Installation***

3.1 We will notify you of Service Activation via the email address provided on your Application or via **SMS** to the mobile number provided on your Application.

3.2 We will endeavour to deliver the Hardware and/or Equipment promptly after installation of the Access Line or approval of your Application (as applicable).

3.3 You acknowledge that we may activate the Naked DSL Service before delivering the Hardware and/or Equipment.

3.4 You will install the Service at the Premises. You will be responsible for the cost of any third party services that may be required in relation to the installation of the Service to the Premises (eg electrician or licensed cabler).

3.5 If you notify us that your Hardware and/or equipment contains faulty components, you must give us sufficient information to assess the equipment (including allowing us to test your computer to evaluate its performance). If we find that the relevant component is not faulty, we may charge you an Incorrect Call-Out Fee (as specified in the Pricing Schedule).

3.6 If you notify us that your Hardware and/or Equipment is faulty within the Warranty period referred to in clause 11.5, and the Hardware and/or Equipment needs to be returned, you will be shipped replacement Hardware and/or Equipment and a return freight bag in which to return the faulty Hardware and/or Equipment. If the faulty Hardware and/or Equipment is not returned to us, with all cables and components within 21 days of you receiving the replacement Hardware and/or Equipment and a return freight bag, you will be charged the full price for the purchase of the Hardware and/or Equipment that we shipped to you, plus any shipping costs relating to the prepaid satchel that was sent to you.

## **SECTION B3: NAKED DSL SERVICE DESCRIPTION**

### ***Provisioning timeframes for broadband services***

- 3.7 Provisioning your broadband services can take between 5 and 20 business days for a service on our network. Some services are eligible for a streamlined provisioning process, which can reduce the time it takes for the service to be provisioned. This is called the “Premium Provisioning” process and can be purchased during your Application. The Premium Provisioning process is charged at the rate described in Section C: Pricing Schedule.

## **4. SOFTWARE**

- 4.1 We may choose to provide the Modem Software and other Software to you for use with the Service.

### ***Licence to use***

- 4.2 We grant to you a revocable, non-exclusive, non-transferable licence to use the Modem Software and other Software subject to this clause 4 and any end user agreement provided with the Software at the time of installation.

### ***Restrictions on Use***

- 4.3 Where we provide Software to you, you must:
- (a) only use the Software (including storing, loading, installing, executing or displaying it on a computer) in conjunction with the Service and on the number of additional computers corresponding to the number of any Additional Users you have requested. If you have requested Additional Users, we will give you the number of licenses that corresponds to the number of Additional Users requested;
  - (b) not copy, translate, adapt, modify, alter, decompile, disassemble, reverse engineer or create any derivative works based on the Software or merge the Software with any other software, except where permitted by the *Copyright Act 1968*;
  - (c) only use the Software in accordance with our reasonable directions from time to time;
  - (d) not sub-licence, assign, share, sell, rent, lease, supply, distribute or otherwise transfer to any person your right to use the Software;
  - (e) not alter or remove any copyright or other intellectual property notifications applied to the Software; and
  - (f) comply with the terms and conditions of any end user agreement provided with the software at the time of installation.
- 4.4 Upon termination of the Service, any Software licences granted as part of the Service will immediately terminate and you must return to us or destroy any copies of the Software if we direct you to.

## **SECTION B3: NAKED DSL SERVICE DESCRIPTION**

### **5. EQUIPMENT**

- 5.1 We will provide you with the Required Equipment you order from us in your Application. This equipment may be new or 'as new'. If the equipment is 'as new' we will disclose this to you before delivery. Risk in the Required Equipment passes to you on delivery, and title to the Required Equipment passes to you when we receive payment in full.
- 5.2 If we do not supply any or all of the Required Equipment to you, you will need to supply all (or the remainder) of the Required Equipment before we can supply the Service to you. If you choose to supply some or all of the Required Equipment yourself for use with the Service:
- (a) any such equipment, including ADSL modem and filters, must meet the requirements specified in the "broadband help" section of our "help and support" web page located on our Website; and
  - (b) the operation of such equipment and any repairs to it will be your responsibility.

### **6. NAKED DSL SPECIFICS**

#### ***Terms and conditions general***

- 6.1 The Naked DSL Service is a Broadband service delivered over a Communications Wire on which there is no active PSTS telephone line. Broadband provides access to the Internet and related services, such as email and the world wide web, by means of ADSL technology.
- 6.2 Naked DSL is only able to be provided where:
- (a) an existing or spare Communications Wire exists in the Telstra Network;
  - (b) in geographical areas in which the necessary TransACT equipment (known as a 'DSLAM') has been installed in the relevant Telstra exchange;
  - (c) free capacity exists on the DSLAM Network; and
  - (d) the Communications Wire passes Full Service Qualification for Naked DSL.
- 6.3 TransACT will provide the Naked DSL Service to the Network Boundary Point.
- 6.4 You are responsible for all wiring at your premise. Where wiring does not exist or you have a fault with your wiring, you must arrange for your own contractor to perform the work required to install or fix this wiring.
- 6.5 We will make reasonable endeavours to ensure your Cutover occurs at the nominated time; however events beyond our control may cause delays in some cases.
- 6.6 We will make reasonable endeavours to ensure Service Activation of your Naked DSL Service occurs within 24 hours of Cutover; however events beyond our control may cause delays in some cases. We will notify you of Service Activation at the email address or via SMS to the mobile number provided by you in your application.

## **SECTION B3: NAKED DSL SERVICE DESCRIPTION**

6.7 TransACT provides a Naked iiTalk Service with the Naked DSL Service. The Naked iiTalk service is an TransACT Netphone1 service as described in Part B (i) clause 5 'The TransACT Netphone1 Service'. The fees for the Naked iiTalk Service are outlined in the Pricing Schedule.

### ***Applying with a working phone line***

6.8 Your telephone line, and all services and features associated with this telephone line, will be disconnected at Cutover to the Naked DSL Service.

6.9 You agree that any action, claim, proceedings, liability, loss, damage, cost or expense that may arise or you may suffer in relation to the service provided to you prior to connection of the Naked DSL Service will be between you and your previous service provider.

6.10 When you request your telephone number to be the number of the Naked iiTalk Service, you agree to transfer that telephone number from the Telstra Network to the TransACT Network. Your telephone number will be temporarily unavailable after Cutover. If, for any reason, your service is faulty after Service Activation you must lodge a fault with TransACT. The telephone number will only be available once any faults have been resolved.

6.11 Services associated with a telephone line that require a telephone line to operate (e.g. monitored alarms, fax, EFTPOS machines, etc) will not operate with the Naked DSL Service. It is your responsibility to ensure that alternative arrangements are made (if required) and TransACT will not be liable to you in relation to the foregoing.

6.12 Your primary pay TV services will continue to operate when you move to a Naked DSL Service, however your pay TV service provider may utilise a telephone line for certain features such as purchasing box office movies and voting. It is your responsibility to check with your pay TV service provider as to what services will continue to be available when your telephone line is cancelled upon Cutover to the Naked DSL Service.

6.13 If you have a handset rental agreement with your telephone service provider you must return the handset to them under the terms of their service contract.

### ***Applying without an active phone line***

6.14 You are required to be at the Premises where the Naked DSL Service is to be installed at the time of Cutover in case we or our contractors require access to the Premises when connecting the Naked DSL Service. If you are not at the Premises and the installer requires access to the Premises, then the Cutover will not proceed. A new date for Cutover can be arranged, however the cost for a new appointment is an additional \$109, plus there is a minimum 5 Business days waiting period for the new appointment. This is known as the Retarget Fee.

6.15 By purchasing the Naked DSL Service you agree to the provision of a new Communications Wire to be connected to the TransACT Network.

### ***Fault reporting and restoration***

6.16 If your Naked DSL Service is faulty, in most cases you will be required to be at the Premises where the Naked DSL Service is installed for the fault to be fixed. If

## **SECTION B3: NAKED DSL SERVICE DESCRIPTION**

TransACT requires you to be at the Premises during fault fixing, TransACT or an TransACT Contractor will contact you to arrange a suitable time.

If you lodge a fault on the Naked DSL Service and a technician has attended your Premises, and the fault is found to be within your own equipment (excluding where the fault is isolated to your wiring under which clause 6.17 applies), you will be required to pay a Flat Fee for Service according to the Pricing Schedule.

- 6.17 If you lodge a fault on the Naked DSL Service and the fault is isolated to the wiring at your Premises (where either it does not exist, or it exists and is faulty), you must arrange for your own contractor to perform the work required to install or fix this wiring.

### ***The Naked iiTalk Service***

- 6.18 TransACT provides a Naked iiTalk Service with the Naked DSL Service. The Naked iiTalk service is an TransACT Netphone1 service as described in Part B (I) clause 5 'The TransACT Netphone1 Service'. Fees for the Naked iiTalk Service are outlined in the Pricing Schedule.

- 6.19 The Naked iiTalk Service is not intended to be a substitute for a primary telephone service and is exempt from the Customer Service Guarantee. Quality of the Service is not guaranteed. If your Broadband connection is not working, is set up incorrectly or when there is a power failure, the Naked iiTalk service will not work until the Broadband service is restored. This means you will not be able to make any telephone calls using the Naked iiTalk Service, including calls to 000 during the relevant period.

- 6.20 You may chose to have a directory listing of the telephone number associated with your Naked iiTalk service. The telephone number associated with your iiTalk service will not be listed unless you request us to do so. You may chose either:

- (a) a full listing (name and full address); or
- (b) a suppressed address listing (name and suburb only).

If you chose to have the telephone number associated with your Naked iiTalk Service listed in a telephone directory and you subsequently wish the telephone number associated with your Naked iiTalk service not to be listed in the telephone directory you may request, via such means and subject to such conditions as may be specified by us, that the telephone number associated with your Naked iiTalk service not be listed in future editions of the directory.

- 6.21 When a Naked DSL Service is suspended, the corresponding Naked iiTalk Service is also suspended. When a Naked iiTalk Service is suspended only calls to 000 and TransACT Support will function.
- 6.22 The Naked iiTalk Service is provided to you under the TransACT Fair Use Policy described in Section D of our CRA.

### ***Cancellation***

- 6.23 To cancel your Naked DSL Service the authorised account holder must contact TransACT and TransACT will cancel the Naked DSL Service, subject to proof of identify and other requirements.

## **SECTION B3: NAKED DSL SERVICE DESCRIPTION**

- 6.24 Cancellation of your Naked DSL Service will result in the cancellation of the corresponding Naked iiTalk Service, and you may have to pay a Break Fee (as set out in the Pricing Schedule) if it is during a Contract Term.
- 6.25 From time to time, TransACT may be notified by our Local Loop provider that the Naked DSL Service can no longer be provided. If this occurs, TransACT will contact you to arrange the cancellation of your Naked DSL Service. TransACT will not be liable to you for any such cancellation.

### ***Withdrawing an application for a Naked DSL Service***

- 6.26 You can submit a request for withdrawal of an Application for a Naked DSL Service before the Cutover of the Naked DSL Service.
- 6.27 TransACT will make all reasonable attempts to action Application withdrawal requests before the Cutover of the Naked DSL Service, however in some cases the Application may have progressed to a point where the Application can not be withdrawn. Accordingly TransACT cannot guarantee that a request for withdrawal of an Application will be accepted.
- 6.28 If your request for withdrawal of an Application is successful, the following fees will apply:
- (a) where the withdrawal is approved at least 3 whole business days before a Cutover, an early withdrawal charge of \$29 will apply; or
  - (b) where the withdrawal is approved at less than 3 whole business days before a Cutover, a late withdrawal charge of \$109 applies.

If your request for withdrawal of an Application is unsuccessful, you will need to submit a cancellation request after Service Activation.

### ***The Customer Authorisation***

- 6.29 Submission of your Naked DSL Application constitutes your Customer Authorisation for the Naked DSL Service and acceptance of all of the terms and conditions associated with the Naked DSL Service. The Naked DSL Application can only be completed by the person who has authority to transfer, cancel or otherwise deal with the Access Line over which the Naked DSL Service is to be provided.

### ***Information relating to the Naked DSL Service***

- 6.30 You acknowledge and agree that:
- (a) the same incentives and benefits (for example, discount plans and any concessions) available from your previous service provider may not be available for the Naked DSL Service;
  - (b) prior to the date that the Naked DSL Service is provided by TransACT, any content and/or carriage services provided over the relevant telephone line will be provided by your previous service provider;
  - (c) you will be liable to your previous service provider for all liabilities and debts incurred and/or billed for the relevant telephone line until termination of the previous service contract;



## **SECTION B3: NAKED DSL SERVICE DESCRIPTION**

- (d) you will contact your previous service provider in relation to the provision of services and any faults relevant to the telephone line in the period prior to the date that the Naked DSL Service is provided by TransACT;
- (e) staff or representatives of TransACT and/or your previous service provider may need to access your Premises for the purposes of installation or maintenance work;
- (f) if you make an Application for the Naked DSL Service, any pending orders in relation to your existing service will be cancelled;
- (g) whether or not TransACT provides the Naked DSL Service to you is dependant on a number of factors including access to the service being provided by Telstra and the availability of the service. The availability of the Naked DSL Service also varies depending on the geographic and technical capability of the underlying Network;
- (h) to receive the Naked DSL Service, you are required to have the Required Equipment. We are under no obligation to provide the Naked DSL Service to you if you do not have the Required Equipment;
- (i) all faults relating to the Naked DSL Service must be reported to TransACT; and
- (j) if we agree to provide the Naked DSL Service to you, we will advise you if there is any significant delay during the Application process.

## **7. SERVICE CHARGES AND BILLING**

### ***Service charges***

- 7.1 You must pay the charges for the Service set out in the Pricing Schedule and any other charges set out in your Application.
- 7.2 The charges for the Service will depend on the Service options, features and characteristics for each Service option selected by you in your Application.

### ***Billing***

- 7.3 We will bill you for the charges for the Service in accordance with the billing period set out in the Pricing Schedule.
- 7.4 Your bill will be electronically mailed to the email address you provide us from time to time. Printed paper invoices requested by you will incur a monthly fee as specified in the Pricing Schedule or such other fee as notified by us to you from time to time.

### ***Variation of charges***

- 7.5 We may vary the charges payable for the Service at any time in accordance with clauses 1.3 to 1.8 of the General Terms.

### ***Commencement of charges***

- 7.6 Service charges will accrue from the date of Service Activation.

## SECTION B3: NAKED DSL SERVICE DESCRIPTION

### *Payment*

- 7.7 You must pay the charges for the Service:
- (a) by direct debit payment from your credit card or nominated bank account; or
  - (b) by a acceptable method as described on your invoice.
- 7.8 If you provide us with your credit card details for the purposes of paying for the Service, we may:
- (a) charge all fees to your credit card on a monthly basis from the applicable date referred to in clause 7.6;
  - (b) disclose your credit card details to, and obtain information from, any financial information or credit card issuer to verify the credit card details;
  - (c) take steps to verify that there is sufficient funds available on your credit card account to pay for invoiced fees; and
  - (d) charge any Break Fee payable under clause 9.3 to your credit card immediately on notice of cancellation of the Service.
- 7.9 If the direct debit from your bank account, or from your credit card is declined for any reason we may impose a Decline Fee (as set out in the Pricing Schedule).
- 7.10 Subject to your right to later claim a refund of your charges for certain Interruptions to the Service pursuant to clauses 15.2 to 15.5 of Section A General Terms, you must continue to pay the charges for the Service even if:
- (a) your computer is not working;
  - (b) you actively cease using the Service for any reason in circumstances where the Service is available for use; or
  - (c) the Service is unavailable, or has limited availability, for an insignificant period due to a Network or system outage.

## 8. MONTHLY USAGE ALLOWANCE AND SHAPING

### *Monthly Usage Allowance*

- 8.1 Each Naked DSL Pricing Plan provides a Monthly Usage Allowance that represents the maximum Usage that can be used at High Speed during a Billing Month (regardless of the number of days in that month). Barring Exempted Sites, Netphone1, and Naked iiTalk uploads, all traffic is counted towards the Monthly Usage Allowance on the Naked DSL Service.
- 8.2 Your Usage is reset to zero each month, commencing on the date you are initially billed for the Service (“**Billing Month**”). Your amount of data Usage (measured in Megabytes) applies to a combination of Downstream and Upstream data.

## **SECTION B3: NAKED DSL SERVICE DESCRIPTION**

### ***Shaping***

- 8.3 If your Usage exceeds the Monthly Usage Allowance for any given Billing Month, then your access to the Naked DSL Service will be Shaped (Downstream and Upstream). The Naked iiTalk service is exempted from Shaping.
- 8.4 Your Service will remain Shaped until the commencement of the next Billing Month. Any unused Monthly Usage Allowance in any Billing Month cannot be rolled over into subsequent Billing Months.
- 8.5 For Residential Naked DSL Plans Your Service is shaped during the period (On Peak, Off Peak, or Anytime) in which you have exceeded your usage, For Business Naked DSL Plans Your Service is shaped when you have exceeded your usage.
- 8.6 You may purchase additional quota for your plan by adding a Data Pack as outlined in the Pricing Schedule. Quota is added to the applicable period (On Peak, Off Peak, or Anytime) Any unused allowance in your Data Pack in any Billing Month cannot be rolled over into subsequent Billing Months.

### ***Monitoring your Usage***

- 8.7 We may notify you by email to your email address provided by you from time to time, when your Usage has exceeded the Monthly Usage Allowance. We reserve the right to monitor any additional Usage whilst access to your Service is Shaped.
- 8.8 An online Usage monitoring application is provided on our web page to allow you to view your Usage for the current Billing Month.

## **9. CANCELLATION, SUSPENSION AND VARIATION**

### ***Cancellation or suspension by us***

- 9.1 We may cancel, suspend or restrict the supply of the Service to you in accordance with the General Terms of our CRA.

### ***Cancellation or suspension by you***

- 9.2 You may cancel the Service at any time by contacting us and verifying your identity but you may be required to pay a Break Fee in accordance with clause 9.3.
- 9.3 If you cancel the Service after Naked DSL Service Activation but before the end of the Contract Term, the Break Fees set out in Appendix 1 to this Service Description will apply. Subject to clause 9 of the General Terms (Billing Disputes), you authorise us to debit these payments from your credit card or bank account at the time of receipt of a cancellation notice from you. We will credit any fees paid in advance by you against fees payable by you for another service supplied by us or a related TransACT Entity to you.
- 9.4 Naked DSL services cannot be suspended by you as there is an on-going cost incurred by us in maintaining the connection with our supplier.

## **SECTION B3: NAKED DSL SERVICE DESCRIPTION**

### ***Variations***

- 9.5 You may vary a Naked DSL Pricing Plan within the Naked DSL Service Home and Business range to another Naked DSL Service or Naked DSL Pricing Plan within that range.
- 9.6 If you vary your Service of Naked DSL Pricing Plan by using the online Toolbox plan you are responsible for ensuring that the varied Service selected by you meets your requirements.
- 9.7 The variation of your Service or Naked DSL Pricing Plan will not affect the duration of the Contract Term.
- 9.8 We will apply any fees paid in advance by you against the fees payable for the varied Service. All Traffic used in the previous 30 days will count towards the Monthly Usage Allowance applicable to the varied Service for the purposes of Shaping.

## **10. NAKED DSL SERVICE AND MOVING PREMISES**

### ***Cancellation or disconnection of your Naked DSL Service***

- 10.1 To cancel your Naked DSL Service the authorised account holder must contact TransACT and request TransACT to cancel the service, subject to proof of identify and other requirements.
- 10.2 Cancellation of your Naked DSL will result in the cancellation of your Naked iiTalk Service.
- 10.3 From time to time, TransACT may be notified by our Local Loop provider that the Naked DSL Service can no longer be provided. In this circumstance, TransACT will contact you to arrange the cancellation of your Naked DSL Service. TransACT will not be liable to you for any such cancellation.

### ***Moving Premises***

- 10.4 The Service may not be available from all locations. If you plan to move Premises you must make an Application at the new Premises and cancel your existing Naked DSL Service.
- 10.5 If the Service is available at your new Premises:
- (a) we may accept your Application and provide the Service at your new Premises; and
  - (b) we will charge you a setup fee as specified in the Pricing Schedule.
- 10.6 If the Service is not available at your new Premises and you move before the end of the Contract Term and:
- (a) you elect to obtain an alternative service from us at your new address, we will waive any Break Fee payable under clause 9.3, but we may charge you a Downgrade Fee as specified in Appendix 1 of this Service Description if the change to an alternative service involves a reduction in the charges

## **SECTION B3: NAKED DSL SERVICE DESCRIPTION**

payable by you, (in addition to the applicable set-up fee for the new service, as specified in the Pricing Schedule).

- (b) we are unable to provide an alternative service at your new address or you elect not to obtain an alternative service from us, then the Break Fee payable under clause 9.3 will apply.

### **11. CUSTOMER SUPPORT**

#### ***Fault reporting and rectification***

- 11.1 If you experience a fault in respect of your connection to the Service, you can contact customer support by telephoning or emailing us.
- 11.2 We will use reasonable endeavours to rectify the fault within 72 working hours after you report a fault to us in accordance with clause 11.1. However, depending on the nature of the fault, rectification may take longer than 72 working hours.
- 11.3 We provide customer support for connecting the Service to a single computer that meets the System Requirements. We will not provide customer support for the connection of additional computers (even if you have nominated Additional Users for the Service), networking devices or local area networks to the Service.

#### ***Back-Up Service***

- 11.4 As there is no telephone line associated with this service there is no backup Dial Service.

#### ***Warranty***

- 11.5 We provide the Warranty Periods specified in the Pricing Schedule at no extra cost, with Equipment we supply to you. The Warranty Periods do not apply where you have supplied your own modem or other Equipment.

#### ***Software***

- 11.6 We are unable to provide support for software that was not supplied by us, including software Downloaded from the Internet.

### **12. USE OF THE SERVICE**

- 12.1 When using the Service you must comply with:
  - (a) our CRA, including clause 4 of the General Terms, and this clause 12; and
  - (b) any rules, including any acceptable use conditions, imposed by any third party whose content or services you access using the Service or whose Network on which your data transmits.
- 12.2 Any use of the Service at the Premises is your responsibility. The terms of our CRA apply to you and also to anyone else who uses the Service (regardless of whether you give them permission to do so or not).
- 12.3 You must ensure that any software you use in relation to the Service is properly licensed.

## **SECTION B3: NAKED DSL SERVICE DESCRIPTION**

- 12.4 The use of a Local Area Network (LAN) for personal use is permitted, however the set-up and configuration of a LAN connected to the modem is not supported by customer service.
- 12.5 All IP addresses provided by us for your use remain our property. Most Services include a dynamic IP address. A new IP address is usually allocated whenever the computer and modem are rebooted. The IP address remains until the next time the computer and modem are switched off. Where provided, you may configure your computer or modem to connect using a static IP address.
- 12.6 We may at any time adjust aspects of the Service for security or Network management reasons, including, without limitation:
- (a) deleting transitory data that has been stored on our servers for longer than 90 days;
  - (b) deleting stored email messages that are older than 90 days;
  - (c) rejecting any incoming email messages and attachments that exceed 10 Megabytes (including encapsulation);
  - (d) delivering access and content via proxy servers;
  - (e) limiting the number of addresses to whom an outgoing email can be sent;
  - (f) refusing to accept incoming email messages to mailboxes that have exceeded the email storage limit;
  - (g) managing the Network to prioritise certain types of Internet traffic over others; and
  - (h) blocking or filtering specific Internet ports.
- 12.7 You are responsible for providing any security or privacy measures for your computer networks and any data stored on those networks or accessed through the Service. We will not be liable to you in respect of any loss, damage, costs or expenses incurred by you in connection with your failure to provide that security.
- 12.8 You may request Additional Users on the Service in accordance with the Pricing Schedule
- 12.9 You must take reasonable steps to ensure that others do not gain unauthorised access to the Service through your account. We recommend that you do not disclose your password to others and that you change your password regularly.
- 12.10 We may monitor use of the Service to investigate a breach (or suspected breach) of the Fair Use Policy or upon the request of an authorised authority.
- 12.11 Where you provide your own wireless computer connection device, you are responsible for any loss caused by an unauthorised interception of the Service.

## **13. YOUR ACKNOWLEDGEMENTS**

- 13.1 You acknowledge that:

## SECTION B3: NAKED DSL SERVICE DESCRIPTION

- (a) the Service relies for its operation on content or services supplied by third parties, who are not controlled or authorised by us and we are not responsible for any defamatory, offensive, indecent, abusive, menacing, threatening harassing or unsolicited material accessed or received by you; and
- (b) we do not exercise any control over, authorise or make any warranty regarding:
  - (A) your right or ability to use, access or transmit any content (whether error-free, in time, or at all) using the Service;
  - (B) the accuracy or completeness of any content which you may use, access or transmit using the Service including any data which we may store as part of the Service;
  - (C) the consequences of you using, accessing or transmitting any content using the Service, including any virus or other harmful software; or
  - (D) any charges which a third party may impose on you in connection with your use of the Service.

### 14. DEFINITIONS AND INTERPRETATION

14.1 In this Service Description:

**Access Line** means a line or line [or Communications Wire], and ancillary facilities, over which the Service is delivered, connecting equipment to [the DSLAM Network / local exchange of a carrier or carriage service provider]

**Additional User** means a person (other than you) whom you nominate and authorise to use the Service.

**ADSL Modem** means an approved ADSL Modem.

**Billing Month** has the meaning set out in clause 8.2.

**Broadband** means a high-capacity communications pipeline capable of delivering a simultaneous range of services at speeds greater than conventional Dialup.

**Communications Wire (Or Local Loop)** means a cable connecting one or more twisted metallic pairs between a Telstra local exchange and the Network Boundary Point.

**Customer Authorisation** means an electronic authorisation for the purpose of the customer authorising TransACT to provide the Naked DSL Service (including Cutover), in the form of your Application for Naked DSL on the Toolbox accessible online.

**Cutover** means the activity of physically connecting the Communications Wire to the TransACT network equipment.

## SECTION B3: NAKED DSL SERVICE DESCRIPTION

**Dialup** means a telephone connection in a system of many lines shared by many users. A dialup connection is established and maintained for limited time duration, at speeds no greater than 56kpbs.

**Downtime** means periods of unavailability or limited availability of Internet Access.

**Flat Fee for Service** means a Fee that will be applied to your account in the event you have a fault within your personal equipment

**Full Service Qualification** means the qualifications that your Access Line must pass to support Naked DSL as determined by us.

**Hardware** and/or **Equipment** means a kit containing all Required Equipment and Software ordered by you in your Application.

**High Speed** means data transmission speeds which are faster than conventional Dialup, as determined by us from time to time.

**iTunes Content** means music, music videos, audiobooks, iPod games, Pixar short films available on the iTunes Store (Australia).

**MDF** means main distribution frame.

**Megabyte** means a unit of data storage capacity equal to 10 to the power of 6.

**Modem Software** means the software used and installed on a new customer's computer during installation, as updated from time to time (including upgrades and manuals), and which is included when you purchase an ADSL Modem from us.

**Monthly Service Fees** means the monthly fee due to us from you for the Service, excluding Set-up Fees and Usage Fees.

**Monthly Usage Allowance** means the Usage that is provided per month in accordance with the Naked DSL Pricing Plan selected by you in your Application.

**Multiple Dwelling** means more than one premises on a common property. These may be single or multiple storey buildings (eg duplex, flats, multiple-storey offices, offices with MDF equipment etc)

**Network Boundary Point** means:

- (a) in Single Dwellings, the first wall socket after the building entry of the premises; in Multiple Dwellings a point outside the premises; and
- (b) in Multiple Dwellings:
- (c) if there is a Main Distribution Frame (MDF) in the building and the line is connected to the MDF - a two wire point on the side of the MDF nearest to the Telstra Network; or
- (d) if paragraph (i) does not apply but the line is connected to a network termination device located in, on or within close proximity to, the building - the side of the device nearest to the customer.

**Naked DSL Service** is the TransACT service described in clause 2.1.



## SECTION B3: NAKED DSL SERVICE DESCRIPTION

**Naked DSL Pricing Plan** means a pricing plan for the Naked DSL Service identified in the Pricing Schedule.

**Naked iiTalk** means the TransACT service described in clause 6.7.

**PSTS** means a public switched telephone service or standard telephone service typically provided by Telstra or a Telstra reseller.

**Required Equipment** means:

- (a) an ADSL modem;
- (b) an Ethernet port/card to connect your computer to the ADSL Modem;
- (c) a telephone wall socket to connect the ADSL Modem to your ADSL Access Line; and
- (d) any additional equipment that may be required for your particular computer and telephone requirements.

**Retarget Fee** means a fee applied when you are not at your premises at the time of Cutover when you have been advised to be at the Premises as described in clause 6.14.

**Service Activation** means the activation of the Naked DSL Service in TransACT's systems.

**Set-up Fee** means a once-off initial fee for setting up the Service as set out in the Pricing Schedule.

**Single Dwelling** means one premises on a common property.

**Shaping** means, where your Usage exceeds the Monthly Usage Allowance in any given Billing Month, the Download and Upload speed will be slowed to the maximum speed applicable to the Service option selected by you, as specified in the Pricing Schedule.

**Software** means the Modem Software and any other software we supply to you for use in conjunction with the Service which may change from time to time, including any upgrades and manuals.

**System Requirements** means the pre-requisite computer hardware and operating systems software required for installation and customer support as specified on our support page on our Website.

**Toolbox** means the customer account management area of our Website accessible by using your username and password.

**Traffic** means all data that is Downloaded or Uploaded. Traffic may take the form of emails, web requests and web data, File Transfer Protocol (FTP) and other services. If you are connected to the internet then you are using Traffic. The Service option and/or Naked DSL Pricing Plan you select will determine how your Traffic with us is calculated and billed.

**Upload or Upstream** means data that is outbound (i.e. sent from your modem or internet connection device)

## **SECTION B3: NAKED DSL SERVICE DESCRIPTION**

**Usage** means the amount of time generated or data Downloaded or Uploaded by your Internet access.

**Warranty Period** means the period referred to in clause 11.5 and specified in the Pricing Schedule or such longer period required by applicable legislation.

14.2 Unless otherwise stated, a reference to a clause is to a clause in this Service Description.

## **SECTION B4: NBN SERVICE DESCRIPTION**

### **Customer Relationship Agreement SECTION B4: NBN SERVICE DESCRIPTION**

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Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of this CRA or in clause 23 of this Service Description

#### **1. ABOUT THE NBN SERVICE DESCRIPTION**

##### *Our Customer Relationship Agreement*

- 1.1 This is the NBN Service Description of our CRA under which we supply an NBN Service to you. Prior to the activation of your NBN Service, the terms and conditions of your previous service provider apply. After activation of your NBN Service, these terms and conditions apply.
- 1.2 Our CRA Section A and Section C the Pricing Schedule also apply to your NBN Service.

##### *NBN Services*

- 1.3 Subject to the terms of this Service Description, the following NBN Services are available from us:
- (a) the NBN Fibre Service;
  - (b) the NBN Satellite Service;
  - (c) the NBN Fixed Wireless Service
  - (d) the NBN Fibre Phone Service; and
  - (e) the Netphone2 Service.

#### **2. THE NBN FIBRE SERVICE**

##### *What is the NBN Fibre Service?*

- 2.1 The NBN Fibre Service is a broadband Internet service which uses the NBN Optical Fibre Access Network to deliver Internet connectivity at the Network Boundary Point at your Premises.
- 2.2 Details of service plans and applicable charges are available in the Pricing Schedule.

##### *Service requirements and restrictions*

- 2.3 The NBN Fibre Service is only available within an NBN fibre service area. All NBN Fibre Services are subject to availability and provisioning feasibility. We may refuse to provision an NBN Fibre Service in our absolute discretion.
- 2.4 In order to be able to receive the NBN Fibre Service:
- (a) your Premises must be connected to the NBN Optical Fibre Access Network;

## SECTION B4: NBN SERVICE DESCRIPTION

- (b) you must meet all of our System Requirements;
- (c) the NBN Co equipment must be installed by NBN Co or a NBN Co approved installer; and
- (d) using multiple devices, you will require an NBN ready modem/router.

### ***Connecting to the NBN fibre network***

2.5 Unless your Premises is already connected to the NBN Optical Fibre Access Network, in order to receive the NBN Fibre Service, your Premises will need to be connected to the NBN Optical Fibre Access Network. Standard installations are done without charge to you. Non-standard installations may require you to pay charges. Information about NBN Fibre Service installations can be found in the booklet '*Preparing for the NBN Fibre Connections*' which is available on our Website.

### ***Standard Installations***

2.6 Subject to any changes in NBN Co's installation practices, a standard installation includes:

- (a) The installation of the Optical Premises Connection Device (**PCD**) on the outside of your Premises.
- (b) The drilling of a small hole through the wall of your Premises to feed the cable from the PCD through into a wall plate that will be installed inside the Premises. A cable will be run from there to the Network Termination Device (**NTD**).
- (c) The connection of the power supply unit (**PSU**) into the nearest standard 240V power point to where the NTD is located (this should be within 1.5 metres, and cannot be an extension cord or power board).
- (d) The connection of a 12V power supply cable from the PSU to the NTD (which should be within 1.5 metres of the PSU). The provision of the power supply is your responsibility.

### ***Special Installation Requirements***

2.7 If you have any special or non-standard installation requirements, you must ensure that you discuss them clearly with the installation technician. Non-standard installation tasks include but are not limited to:

- (a) where the installation is unusual, complex, difficult, or there are safety issues during the installation;
- (b) the installation is to a point that is not the closest and most direct path from the street; and
- (c) using underground cabling from the street to your Premises where aerial cabling would normally be used.

2.8 Your preferences may not be suitable if technical requirements are not met. It is your right to decide where the NBN Co equipment is installed, but additional cabling

## **SECTION B4: NBN SERVICE DESCRIPTION**

work may increase costs and/or timeframes of your installation. Technical requirements include that:

- (a) the PSU and NTD are in the same building as the main electric meter or switchboard; and
- (b) the location is:
  - (A) a cool, dry and ventilated area with no sinks or water outlets;
  - (B) within 1.5 metres of a dedicated power point; and
  - (C) away from busy areas which might cause the unit to be knocked or damaged.

### ***Neighbouring property consent***

2.9 You acknowledge and agree that where an aerial fibre drop cable will cross a neighbouring property to reach your Premises:

- (a) consent needs to be obtained from the owner of the neighbouring property;
- (b) NBN Co will, through its contractors, attempt to obtain the consent and in the event the neighbour's consent cannot be obtained, NBN Co will attempt to find alternative means of connecting your Premises, whenever possible; and
- (c) the process of identifying the owner of the neighbouring property and obtaining their consent may take time and delay the final activation of your NBN Fibre Service.

### ***Battery Backup***

2.10 You acknowledge that:

- (a) the NBN Co power supply unit has a back-up battery capability. A battery will be included with the initial installation. You are responsible for maintaining the battery and providing, installing, and maintaining any subsequent or replacement batteries; and
- (b) the battery provides up to five hours of backup power to the UNI-V telephone port only, on the network termination device. This may be useful if your primary telephone service is provided through this infrastructure (note this does not include the Netphone2 Service), however, the backup battery will not provide power to your router, PC and any cordless phone systems.

## **3. THE NBN SATELLITE SERVICE**

### ***What is the NBN Satellite Service?***

3.1 The NBN Satellite Service is a broadband Internet service which uses an approved NBN Co satellite dish to deliver Internet connectivity at the Network Boundary Point at your Premises.

## **SECTION B4: NBN SERVICE DESCRIPTION**

- 3.2 Details of service plans and applicable charges are available in the Pricing Schedule.

### ***Service requirements and restrictions***

- 3.3 The NBN Satellite Service can only be provided at those premises where the necessary infrastructure has been installed.
- 3.4 The NBN Satellite Service does not support any VoIP services or Freezone.
- 3.5 In order to receive the NBN Satellite Service you must be an 'Eligible Customer' as defined by NBN Co. Information on who is an Eligible Customer can be found on our Website and in the document entitled '*NBN Co Information Paper, NBN Co Interim Satellite Service End User, Eligibility Criteria*' which is available on NBN Co's website. All NBN Satellite Services are subject to availability and provisioning feasibility. We may refuse to provision an NBN Satellite Service in our absolute discretion.

### ***Installation***

- 3.6 After your application for the NBN Satellite Service has been approved, an installer will contact you to obtain information and to organize a time and date for a site survey of your premises. NBN Co will install all necessary equipment and cover the cost of standard installations. Non-standard installations may incur a cost payable by you.

## **4. THE NBN FIXED WIRELESS SERVICE**

### ***What is the NBN Fixed Wireless Service?***

- 4.1 The NBN Fixed Wireless Service is a broadband Internet service which uses the NBN Fixed Wireless Customer Access Network to deliver Internet connectivity at the Network Boundary Point at your Premises.
- 4.2 Details of service plans and applicable charges are available in the Pricing Schedule.

### ***Service requirements and restrictions***

- 4.3 The NBN Fixed Wireless Service can only be provided within an NBN Co fixed wireless network area.
- 4.4 All NBN Fixed Wireless Services are subject to availability and provisioning feasibility. We may refuse to provision an NBN Fixed Wireless Service in our absolute discretion.

### ***Connecting to the NBN fixed wireless network***

- 4.5 Unless your Premises is already connected to the NBN fixed wireless network, in order to receive the NBN Fixed Wireless Service, your Premises will need to be connected to the NBN fixed wireless network. Standard installations are done without charge to you. Non-standard installations may require you to pay charges. Information about NBN Fibre Service installations can be found in the booklet '*Preparing for the NBN Fixed Wireless Connections*' which is available on our Website.

## **SECTION B4: NBN SERVICE DESCRIPTION**

### ***Standard Installations***

- 4.6 Subject to any changes in NBN Co's installation practices, a standard installation includes:
- (a) The installation of an outdoor antenna unit on the outside of your Premises.
  - (b) The installation of a Wireless Network Termination Device inside your Premises.
  - (c) Connection of an Ethernet cable from the Wireless outdoor antenna unit, via a wall plate to the Wireless Network Termination Device.
  - (d) The connection of the Wireless Network Termination Device to a 'plug pack' power supply unit, connected to the nearest standard 240V power point to where NTD is located.
- 4.7 You are responsible for providing an internal domestic AC 240V 10A socket-outlet in a suitable location for the installation.

### ***Special Installation Requirements***

- 4.8 If you have any special or non-standard installation requirements, you must ensure that you discuss them clearly with the installation technician.

## **5. NBN FIBRE PHONE SERVICE**

### ***What is the NBN Fibre Phone Service?***

- 5.1 The NBN Fibre Phone Service is a telephony service to the Premises utilising the NBN Fibre network.
- 5.2 Details of service plans and applicable charges are available in the Pricing Schedule.

### ***Service requirements and restrictions***

- 5.3 The NBN Fibre Phone Service is only available in conjunction with the NBN Fibre Service. The service requirements and restrictions of the NBN Fibre Service are set out in clause 2 of this Service Description.
- 5.4 In order to access the NBN Fibre Phone Service you require a standard telephone handset that is compliant with Australian standards.
- 5.5 You acknowledge that:
- (a) operator assisted services are not guaranteed;
  - (b) the Service may not operate in the event of a power failure;
  - (c) not all devices connected to, nor all services currently operating on, the existing copper-based Australian telecommunications network will necessarily be able to operate in their present form on the NBN Fibre Phone Service;

## **SECTION B4: NBN SERVICE DESCRIPTION**

- (d) while we use our best efforts to ensure continuity of the NBN Fibre Phone Service, subject to your rights and our obligations under the Australian Consumer Law, we cannot guarantee that the NBN Fibre Phone Service will be either uninterrupted or error-free. Certain factors, such as network congestion, maintenance, technical capabilities, geographic factors, obstructions or interference may mean you will not be able to use the NBN Fibre Phone Service at all times;
- (e) 'Priority Assistance' is not available. Priority Assistance is for people who may be reliant on a telephone service because of a serious medical condition. If you have a serious medical condition we recommend that you consider medical advice and consider your access to other telephony services, such as a mobile phone, before purchasing the Service;
- (f) calls to 1900 numbers are not available with the NBN Fibre Phone Service;
- (g) the address-based call routing facility used in certain 13 telephone services is not available with the NBN Fibre Phone Service;
- (h) long distance pre-selection to another carrier is not available with the NBN Fibre Phone Service;
- (i) emergency call services and other traditional analogue based services such as security/medical alarms, fax, EFT, TTY and other voice band data services are not guaranteed to operate with the NBN Fibre Phone Service; and
- (j) the NBN Fibre Phone Service is not intended to be a substitute for a primary telephone service.

### ***Functionality***

- 5.6 You may use the NBN Fibre Phone Service to make calls to Australian landline telephones (including local calls and long distance calls), calls to any Australian mobile phone and calls to international destinations.
- 5.7 You may use the NBN Fibre Phone Service to receive calls from the public switched telephone network.
- 5.8 Additional features of the NBN Fibre Phone Service are described with instructions for use in the "Toolbox" located on our Website. For example, such features include voicemail, the ability to divert calls, and the ability to bar certain types of outbound calls such as mobile or international calls from your Service.

### ***Processing delay***

- 5.9 There is a time delay between you making a call and us processing that call and adding it to your call record. In most cases calls should be added to your call record within an hour of you making the call. However, in some rare circumstances this may take up to 2 weeks. This means that you may not always have all the calls you made in an invoice period appear on that invoice.

### ***Backup battery***



## **SECTION B4: NBN SERVICE DESCRIPTION**

5.10 In connecting the NBN Fibre Service, NBN Co will have installed a Power Supply Unit (**PSU**), which draws power from your power point in order to provide a steady 12V power supply to your Network Termination Device.

5.11 If your mains power fails, the PSU will automatically switch to its backup battery power. This will maintain a standard, non-powered telephone service connected to an in-service voice (UNI-V) port for 2-3 hours following a mains power failure. When approximately 50% of the battery charge has been depleted the backup battery will automatically turn off to preserve the remaining charge for emergency use. This should provide a total of approximately 5 hours of backup battery power without the mains power under typical circumstances to make calls over a standard non-powered telephone connected to the voice (UNI-V) port. Extreme cold temperatures (i.e. less than -1 degree Celsius) may reduce the amount of time the backup battery will last.

5.12 You acknowledge that maintenance of the backup battery is your responsibility.

### ***Local number portability and directory listing***

5.13 You cannot port your existing landline telephone number to the NBN Fibre Phone Service. We will provide you with a new telephone number when we provision the NBN Fibre Phone Service for you.

5.14 You may choose to have a directory listing of the telephone number associated with your NBN Fibre Phone Service. The telephone number associated with your NBN Fibre Phone Service will not be listed unless you request us to do so. You may choose either:

(a) a full listing (name and full address); or

(b) a suppressed address listing (name and suburb only).

5.15 If you choose to have the telephone number associated with your NBN Fibre Phone Service listed in a telephone directory, and you subsequently wish the telephone number associated with your NBN Fibre Phone Service not to be listed in the telephone directory, you may request via such means and subject to such conditions as may be specified by us, that the telephone number associated with your NBN Fibre Phone Service not be listed in future editions of the directory.

### ***Customer Service Guarantee (CSG) Waiver and Acceptable Use***

5.16 As a condition of us providing the NBN Fibre Phone Service to you, you agree to waive your rights and protection under the CSG.

5.17 The NBN Fibre Phone Service is not subject to the Excessive Use conditions in our Fair Use Policy for residential plans.

### ***Service cancellation***

5.18 To cancel the NBN Fibre Phone Service the authorised account holder must contact us. We will cancel the NBN Fibre Phone Service subject to the account holder providing proof of identity and meeting all other reasonable cancellation requirements.

## SECTION B4: NBN SERVICE DESCRIPTION

- 5.19 Cancellation of your NBN Fibre Service will result in the cancellation of the corresponding NBN Fibre Phone Service, and you may have to pay a Break Fee (as set out in the Pricing Schedule) if it is during a Contract Term.

### ***Default Blocking of Calls to High Fraud Risk Areas***

- 5.20 By default, calls to a number beginning with an area code listed in the table below will be blocked. You may unblock calls to areas listed in the table below by calling us.

| <b>Country</b>    | <b>Code</b> |
|-------------------|-------------|
| AFGHANISTAN       | +93         |
| ASCENSION ISLANDS | +247        |
| AUSTRIAN SERVICE  | +438        |
| BELARUS           | +375        |
| BENIN             | +229        |
| BURUNDI           | +257        |
| BULGARIA          | +359        |
| COMORO ISLAND     | +269        |
| CONGO             | +243        |
| COOK ISLANDS      | +682        |
| DIEGO GARCIA      | +246        |
| DJIBOUTI          | +253        |
| EAST TIMOR        | +670        |
| ERITREA           | +291        |
| ESTONIA           | +372        |
| ETHIOPIA          | +251        |
| FALKLAND ISLANDS  | +500        |
| GAMBIA            | +220        |
| GUINEA REPUBLIC   | +224        |
| GUYANA            | +592        |
| HAITI             | +509        |
| HONDURAS          | +504        |
| IVORY COAST       | +225        |
| JORDAN            | +962        |
| KOREA (NORTH)     | +850        |
| LATVIA            | +371        |

## SECTION B4: NBN SERVICE DESCRIPTION

|                        |         |
|------------------------|---------|
| LIBERIA                | +231    |
| LIBYA                  | +218    |
| LIECHTENSTEIN          | +423    |
| LITHUANIA              | +370    |
| MADAGASCAR             | +261    |
| MALDIVES PREMIUM       | +960900 |
| MALI                   | +223    |
| NICARAGUA              | +505    |
| NIGER                  | +227    |
| PALESTINE              | +970    |
| REUNION                | +262    |
| SATELLITE SYSTEM       | +882    |
| SAN MARINO             | +378    |
| SAO TOME & PRINCIPE    | +239    |
| SENEGAL                | +221    |
| SERBIA                 | +381    |
| SIERRA LEONE           | +232    |
| SLOVENIA               | +386    |
| SOLOMON ISLANDS        | +677    |
| SOMALIA                | +252    |
| ST KITTS               | +1869   |
| ST. HELENA             | +290    |
| SUDAN                  | +249    |
| SURINAME               | +597    |
| SYRIA                  | +963    |
| TOGO                   | +228    |
| TUNISIA                | +216    |
| TURKS CAICOS ISLAND    | +1649   |
| VIRGIN ISLANDS BRITISH | +1284   |

### 6. NETPHONE2 SERVICE

- 6.1 The Netphone2 Service is a service for voice telephony which uses Voice over Internet Protocol and which requires an underlying broadband Internet Service.

## SECTION B4: NBN SERVICE DESCRIPTION

- 6.2 A Netphone2 Service is available with the following NBN Services:
- (a) the NBN Fibre Service; or
  - (b) the NBN Fixed Wireless Service.
- 6.3 Charges and features of the Netphone2 Service are set out in the Pricing Schedule.
- 6.4 The Netphone2 Service is not intended to be a substitute for a primary telephone service. In order to provide you with cheaper call rates than are available with a primary telephone service, we require you to waive your entitlements under the Customer Service Guarantee. Further information about the Customer Service Guarantee waiver is contained in the document entitled '*Customer Service Guarantee Waiver*' which is available on our Website.
- 6.5 Quality of the Netphone2 Service is not guaranteed. If your NBN connection is not working or is set up incorrectly or there is a power failure, the Netphone2 service will not work until the NBN service is restored. This means you will not be able to make any telephone calls using the Netphone2 Service, including calls to 000 during the relevant period.
- 6.6 You may choose to have a directory listing of the telephone number associated with your Netphone2 Service. The telephone number associated with your Netphone2 Service will not be listed unless you request us to do so. You may choose either:
- (a) a full listing (name and full address); or
  - (b) a suppressed address listing (name and suburb only).

If you chose to have the telephone number associated with your Netphone2 Service listed in a telephone directory and you subsequently wish the telephone number associated with your Netphone2 Service not to be listed in the telephone directory you may request, via such means and subject to such conditions as may be specified by us, that the telephone number associated with your Netphone2 Service not be listed in future editions of the directory.

- 6.7 When the underlying NBN Service is suspended, the corresponding Netphone2 Service is also suspended. When a Netphone2 Service is suspended only calls to 000 and customer support will function.
- 6.8 The Netphone2 Service is provided to you under the our Fair Use Policy described in Section D of our CRA.
- 6.9 Cancellation of your NBN Service will result in the cancellation of the corresponding Netphone2 Service, and you may have to pay a Break Fee (as set out in the Pricing Schedule) if it is during a Contract Term.

### ***Data Pack***

- 6.10 You may purchase additional quota for your NBN Fibre Service plan or your NBN Fixed Wireless plan by adding a Data Pack as outlined in the Pricing Schedule. Quota is added to either period (On Peak or Off Peak.) Any unused allowance in your Data Pack in any Billing Month cannot be rolled over into subsequent Billing Months.

## **SECTION B4: NBN SERVICE DESCRIPTION**

### ***Exempted Sites***

- 6.11 For the NBN Fibre Service and the NBN Fixed Wireless Service, there are certain sites on the Internet (**Exempted Sites**) from which you can Download without the Usage counting towards your Monthly Usage Allowance and, if you do reach your Monthly Usage Allowance, downloads from these Exempted Sites are not affected by Excess Usage Charges or Shaping and can continue to be downloaded at High Speed. A list of these Exempted Sites is available on our Website. We may, at our discretion, make changes to this list from time to time.
- 6.12 Some Exempted Sites contain links to content that is external to the Exempted Sites and this external content will be included in your Monthly Usage Allowance.
- 6.13 Only Downloads from Exempted Sites are excluded from your Monthly Usage Allowance. Data uploaded to Exempted Sites is counted towards your Monthly Usage Allowance.
- 6.14 Content purchased from the iTunes Store (Australia only) will not be counted towards your Monthly Usage Allowance. Podcasts and feature film trailers delivered via iTunes will be counted towards your Monthly Usage Allowance. All traffic incurred by usage of iTunes Stores outside of Australia will count towards your Monthly Usage Allowance. Apple Computer Australia Pty Ltd provides the iTunes Store service. Apple Computer Australia Pty Ltd provides all charging and support of the service.
- 6.15 You must not illegally copy or redistribute content available through the iTunes Store (Australia).

## **7. GENERAL TERMS APPLICABLE TO ALL NBN SERVICES**

The terms in clauses 8 to 23 of this service description apply to all NBN Services supplied by us.

## **8. CONTRACT TERM**

We will provide, and you must acquire, the NBN Service, in accordance with our CRA for at least the Contract Term. You may cancel the Service during the Contract Term but you may be required to pay a Break Fee as set out in the Pricing Schedule. After the end of the Contract Term, we will continue to provide the Service until it is cancelled in accordance with our CRA.

## **9. INSTALLATION**

### ***Appointments***

- 9.1 You are responsible for ensuring that you (or an adult authorized by you) are at your Premises for the installation appointment to:
- (a) provide access to your Premises for the installation work;
  - (b) approve the final location of the installation; and
  - (c) approve any additional charges for non-standard installation tasks (if applicable).

## SECTION B4: NBN SERVICE DESCRIPTION

9.2 You acknowledge and agree that:

- (a) if you need to reschedule the installation appointment you must give us at least two business days' notice, and that fees may apply for missed appointments;
- (b) you are responsible for any additional charges due to a non-standard installation. You will be provided with a quote for any such charges;
- (c) any 'in roof' work will automatically trigger the need for a non-standard installation due to the inherent safety risks involved;
- (d) NBN Co will not guarantee that 'in roof' work will be undertaken; and
- (e) you will notify the NBN Co technician if any of the following might affect your installation:
  - (A) any heritage requirements or restrictions;
  - (B) any known or suspected asbestos (commonly used before the 1980s); or
  - (C) any recent pest treatments.

### ***Customer cabling and third party services***

9.3 You acknowledge that:

- (a) You may need new cabling to connect the location of the network termination device to where you intend to use the Service (or other services connected to the network termination device). This cabling is not provided as part of the NBN Service and is your responsibility. This cabling is subject to the requirements of the ACMA wiring rules (AS/ACIF S009:2006) and you will need to arrange and pay for the services of an ACMA licensed cabler to install this cabling.
- (b) You should consider all your future cabling needs (e.g. for a telephone service), as well as the immediate requirement for an Ethernet connection point at a suitable place inside your Premises.

9.4 Where wiring does not exist or you have a fault with your wiring, you can arrange for your own contractor to perform the work required to install or fix this wiring. Alternatively after service activation you may lodge a fault with us and we will arrange a technician to attend your premises (you must be at the premises as required at the time the technician attends the premises to fix the fault). The technician will quote you a fee for service based on any work required.

9.5 You will be responsible for the cost of any third party services that may be required in relation to the installation of the Service to the Premises (for example an electrician or licensed cabler).

### ***Access to your premises***

9.6 You agree that you will allow us (or any other person nominated by us, including NBN Co) safe, efficient and timely access to your Premises when required:

## **SECTION B4: NBN SERVICE DESCRIPTION**

- (a) to supply the service to you or any other customer;
- (b) to deliver, install, connect, inspect, modify, replace, maintain, repair, reinstate, service, disconnect, remove or perform any other work on or in relation to part of the National Broadband Network or any third party network; or
- (c) for any other reasonable purpose,

for as long as the service is provided to you, and for a reasonable period thereafter as reasonably requested by us or our supplier.

### 9.7 You agree that:

- (a) you will, upon request, provide any further written consent in a form reasonably required by us in relation to such access; and
- (b) if you do not control the premises, you will promptly arrange any written consents for access required under this clause.

9.8 If you are not the owner of your Premises, you must obtain the owner's consent for the NBN Equipment to be installed. You agree that the installation of the NBN Equipment at the Premises is on the basis of the request that you have made to us and that we have relied upon your authority to make this request. You indemnify us against (and must pay us for) any claim the owner of the Premises makes against us relating to our entering the Premises or installing or maintaining any equipment at the Premises pursuant to your request for us to do so.

### ***Service activation and delivery of Hardware***

9.9 We will notify you of Service Activation via the email address provided on your Application or via SMS to the mobile number provided on your Application.

9.10 We will endeavour to deliver any Hardware purchased promptly after approval of your Application.

9.11 You acknowledge that we may activate the NBN Service before delivering the Hardware.

9.12 If you notify us that your Hardware contains faulty components, you must give us sufficient information to assess the Hardware including allowing us to test your personal computer. If we find that the relevant component is not faulty, we may charge you an Incorrect Call-Out Fee (as specified in the Pricing Schedule).

## **10. DISCLOSURE OF INFORMATION**

You consent to us disclosing any data or information regarding you or your service to third party suppliers (including NBN Co), as reasonably required by us or our third party suppliers for providing the NBN Service to you or maintaining networks related to the NBN Service.

## **11. PREVIOUS SERVICES**

11.1 You acknowledge and agree that:

## **SECTION B4: NBN SERVICE DESCRIPTION**

- (a) the same incentives and benefits (for example, discount plans and any concessions) available from your previous service provider may not be available for the NBN Service;
- (b) prior to the date that the NBN Service is provided by us, any content and/or carriage services provided over the relevant telephone line will be provided by your previous service provider;
- (c) you will contact your previous service provider in relation to the provision of services and any faults relevant to the telephone line in the period prior to the date that the NBN Service is provided by us;
- (d) our staff or representatives and/or your previous service provider may need to access your Premises for the purposes of installation or maintenance work;
- (e) if you make an application for the NBN Service, any pending orders in relation to your existing service will be cancelled;
- (f) whether or not we provide the NBN Service to you is dependent on a number of factors including availability of the service. The availability of the NBN Service also varies depending on the geographic and technical capability of the underlying Network, if we agree to provide the NBN Service to you, we will advise you if there is any significant delay during the application process.

## **12. SOFTWARE**

12.1 We may choose to provide you with Software for use with the Service.

### ***Licence to use***

12.2 We grant to you a revocable, non-exclusive, non-transferable licence to use the Software subject to this clause 12 and any end user agreement provided with the Software at the time of installation.

### ***Restrictions on use***

12.3 Where we provide Software to you, you must:

- (a) only use the Software (including storing, loading, installing, executing or displaying it on a computer) in conjunction with the Service and on the number of additional computers corresponding to the number of any Additional Users you have requested. If you have requested Additional Users, we will give you the number of licenses that corresponds to the number of Additional Users requested;
- (b) not copy, translate, adapt, modify, alter, decompile, disassemble, reverse engineer or create any derivative works based on the Software or merge the Software with any other software, except where permitted by the Copyright Act 1968;
- (c) only use the Software in accordance with our reasonable directions from time to time;



## **SECTION B4: NBN SERVICE DESCRIPTION**

- (d) not sub-licence, assign, share, sell, rent, lease, supply, distribute or otherwise transfer to any person your right to use the Software;
  - (e) not alter or remove any copyright or other intellectual property notifications applied to the Software; and
  - (f) comply with the terms and conditions of any end user agreement provided with the software at the time of installation.
- 12.4 Upon termination of the Service, any Software licences granted as part of the Service will immediately terminate and you must return to us or destroy any copies of the Software if we direct you to.

### **13. REQUIRED EQUIPMENT**

- 13.1 If we provide you with any of the Required Equipment, risk in the Required Equipment passes to you on delivery, and title to the Required Equipment passes to you when we receive payment in full.
- 13.2 If we do not supply any or all of the Required Equipment to you, you will need to supply all (or the remainder) of the Required Equipment before we can supply the Service to you.
- 13.3 If you choose to supply some or all of the Required Equipment yourself for use with the Service, the operation of such equipment and any repairs to it will be your responsibility.
- 13.4 We will manage your BoB<sup>®</sup> or Budii<sup>™</sup> modem remotely to configure your specific settings and apply relevant firmware upgrades via our servers.

### **14. NBN CO EQUIPMENT**

- 14.1 Except for customer premises equipment such as internal wiring or equipment that is installed beyond the Network Termination Unit, NBN Co owns the NBN Equipment. You agree that you will not do anything or authorise anything to be done which might affect the ownership of the NBN Equipment and that you will comply with all reasonable instructions of us or NBN Co to protect NBN Co's ownership of the NBN Equipment. You agree that without NBN Co's prior written agreement, you will not remove or obscure any identification marks on the NBN Equipment. You agree that the NBN Equipment will not be altered, repaired, serviced, removed, moved, accessed, tampered with or interfered with by any person who does not have the authority of us or NBN Co to do so.
- 14.2 You will not create (or attempt to create) any security interest, encumbrance, lien, charge or mortgage over the service or any part of the NBN Equipment.
- 14.3 You will not interfere with or damage the NBN Equipment and you will take all reasonable care of the NBN Equipment.
- 14.4 You are liable for any damage to or removal of the NBN Equipment, unless the damage or removal is caused by us or our contractors or NBN Co or its contractors.

### **15. YOUR EQUIPMENT**

- 15.1 You agree to ensure that any equipment used by you in connection with the Service:

## **SECTION B4: NBN SERVICE DESCRIPTION**

- (a) is approved for use in connection with Australian telecommunications networks;
- (b) is not used for any purpose other than the purposes for which it was approved; and
- (c) is maintained in good repair and working condition.

### **16. USE OF THE SERVICE**

16.1 When using the Service you must comply with:

- (a) our CRA, including clause 4 of the General Terms, and this clause 16; and
- (b) any rules, including any acceptable use conditions, imposed by any third party whose content or services you access using the Service or whose Network on which your data transmits.

16.2 Any use of the Service at the Premises is your responsibility. The terms of our CRA apply to you and also to anyone else who uses the Service (regardless of whether you give them permission to do so or not).

16.3 You must ensure that any software you use in relation to the Service is properly licensed.

16.4 The use of a Local Area Network (LAN) for personal use is permitted, however the set-up and configuration of a LAN connected to the modem is not supported by customer service.

16.5 All IP addresses provided by us for your use remain our property. Most Services include a dynamic IP address. A new IP address is usually allocated whenever the computer and modem are rebooted. The IP address remains until the next time the computer and modem are switched off. Where provided, you may configure your computer or modem to connect using a static IP address.

16.6 We may at any time adjust aspects of the Service for security or Network management reasons, including, without limitation:

- (a) deleting transitory data that has been stored on our servers for longer than 90 days;
- (b) deleting stored email messages that are older than 90 days;
- (c) rejecting any incoming email messages and attachments that exceed 30 Megabytes (including encapsulation);
- (d) delivering access and content via proxy servers;
- (e) limiting the number of addresses to whom an outgoing email can be sent;
- (f) refusing to accept incoming email messages to mailboxes that have exceeded the email storage limit;
- (g) managing the Network to prioritise certain types of Internet traffic over others; and

## **SECTION B4: NBN SERVICE DESCRIPTION**

- (h) blocking or filtering specific Internet ports.
- 16.7 You are responsible for providing any security or privacy measures for your computer networks and any data stored on those networks or accessed through the Service. We will not be liable to you in respect of any loss, damage, costs or expenses incurred by you in connection with your failure to provide that security.
- 16.8 You may request additional users on the Service in accordance with the Pricing Schedule
- 16.9 You must take reasonable steps to ensure that others do not gain unauthorised access to the Service through your account. We recommend that you do not disclose your password to others and that you change your password regularly.
- 16.10 We may monitor use of the Service to investigate a breach (or suspected breach) of the Fair Use Policy or upon the request of an authorised authority.
- 16.11 Where you provide your own wireless computer connection device, you are responsible for any loss caused by an unauthorised interception of the Service.

## **17. SERVICE CHARGES AND BILLING**

### ***Service charges***

- 17.1 You must pay the charges for the Service set out in the Pricing Schedule and any other charges set out in your application.
- 17.2 The charges for the Service will depend on the Service options, features and characteristics for each Service option selected by you in your application.

### ***Billing***

- 17.3 We will bill you for the charges for the Service in accordance with the billing period set out in the Pricing Schedule.
- 17.4 Your bill will be electronically mailed to the email address provided by you to us from time to time. Printed-paper invoices requested by you will incur a monthly fee as specified in the Pricing Schedule or such other fee as notified by us to you from time to time.

### ***Variation of charges***

- 17.5 We may vary the charges payable for the Service at any time in accordance with clauses 1.3 to 1.8 of the General Terms.

### ***Commencement of charges***

- 17.6 Service charges will accrue from:
  - (a) the date of the Service Activation, where we provide you with the Required Equipment; or
  - (b) the date of the Service Activation, where we have made a first delivery attempt to provide you with the Required Equipment; or

## **SECTION B4: NBN SERVICE DESCRIPTION**

- (c) the date of the Service Activation, where you supply some or all of the Required Equipment yourself.
- (d) The date on which the service is first connected; or
- (e) 14 days after the Service Activation, which ever happens first.

### ***Payment***

17.7 You must pay the charges for the Service:

- (a) by direct debit payment from your credit card or nominated bank account; or
- (b) by an acceptable method as described on your invoice.

17.8 If you provide us with your credit card details for the purposes of paying for the Service, we may:

- (a) charge all fees to your credit card on a monthly basis from the applicable date referred to in clause 17.6;
- (b) disclose your credit card details to, and obtain information from, any financial information or credit card issuer to verify the credit card details;
- (c) take steps to verify that there is sufficient funds available on your credit card account to pay for invoiced fees; and
- (d) charge any applicable Break Fee to your credit card immediately on notice of cancellation of the Service.

17.9 If the direct debit from your bank account, or from your credit card is declined for any reason we may impose a Decline Fee (as set out in the Pricing Schedule).

17.10 Subject to your right to later claim a refund of your charges for certain Interruptions to the Service pursuant to clauses 15.2 to 15.5 of Section A General Terms, you must continue to pay the charges for the Service even if:

- (a) your computer is not working;
- (b) you actively cease using the Service for any reason in circumstances where the Service is available for use; or
- (c) the Service is unavailable, or has limited availability, for an insignificant period due to a network or system outage.

## **18. MONTHLY USAGE ALLOWANCE AND SHAPING**

### ***Monthly usage allowance***

18.1 Each NBN Pricing Plan provides a Monthly Usage Allowance that represents the maximum Usage that can be used at High Speed during a Billing Month (regardless of the number of days in that month). Barring Exempted Sites, all traffic is counted towards the Monthly Usage Allowance on the NBN Service, including Netphone2 uploads.

## **SECTION B4: NBN SERVICE DESCRIPTION**

- 18.2 Your Usage is reset to zero each month, commencing on the date you are initially billed for the Service ("Billing Month"). Your amount of data Usage (measured in Megabytes) applies to a combination of Downstream and Upstream data.

### ***Shaping***

- 18.3 If your Usage exceeds the Monthly Usage Allowance for any given Billing Month, then your access to the NBN Service will be Shaped (Downstream and Upstream). The Netphone2 service is exempted from Shaping.
- 18.4 Your Service will remain Shaped until the commencement of the next Billing Month. Any unused Monthly Usage Allowance in any Billing Month cannot be rolled over into subsequent Billing Months.
- 18.5 Your Service is shaped during the period (On Peak or Off Peak) in which you have exceeded your usage.

### ***Monitoring your Usage***

- 18.6 We may notify you by email to your email address provided by you from time to time, when your Usage has exceeded the Monthly Usage Allowance. We reserve the right to monitor any additional Usage whilst access to your Service is Shaped.
- 18.7 An online Usage monitoring application is provided on our web page to allow you to view your Usage for the current Billing Month.

## **19. CANCELLATION, SUSPENSION OR VARIATION**

### ***Cancellation or suspension by us***

- 19.1 We may cancel, suspend or restrict the supply of the Service to you in accordance with the General Terms of our CRA.

### ***Cancellation or suspension by you***

- 19.2 You may cancel the Service at any time by contacting us and verifying your identity but you may be required to pay a Break Fee in accordance with clause 19.3.
- 19.3 If you cancel the Service after service activation but before the end of the Contract Term, the Break Fee set out in the Pricing Schedule will apply. Subject to the clause 10 of the General Terms (Billing Disputes), you authorise us to debit these payments from your credit card or bank account at the time of receipt of a cancellation notice from you. We will credit any fees paid in advance by you against fees payable by you for another service supplied by us to you.
- 19.4 NBN services cannot be suspended by you as there is an on-going cost incurred by us in maintaining the connection with our supplier.

### ***Variations***

- 19.5 You may vary a NBN Pricing Plan within the NBN Service range to another NBN Service Pricing Plan within that range. A fee for making a variation may apply as described in the Pricing Schedule.

## **SECTION B4: NBN SERVICE DESCRIPTION**

- 19.6 If you vary your Service of NBN Pricing Plan by using the online Toolbox plan you are responsible for ensuring that the varied Service selected by you meets your requirements.
- 19.7 The variation of your Service or NBN Pricing Plan, will not affect the duration of the Contract Term.
- 19.8 We will apply any fees paid in advance by you against the fees payable for the varied Service. All Traffic used in the previous 30 days will count towards the Monthly Usage Allowance applicable to the varied Service for the purposes of Shaping.

### **20. MOVING PREMISES**

- 20.1 The Service may not be available from all locations. If you plan to move Premises you must make an Application at the new Premises and cancel your existing NBN Service.
- 20.2 If the Service is available at your new Premises:
- (a) we may accept your Application and provide the Service at your new Premises; and
  - (b) we will charge you a setup fee as specified in the Pricing Schedule.
- 20.3 If the Service is not available at your new Premises and you move before the end of the Contract Term and:
- (a) you elect to obtain an alternative service from us at your new address, we will waive any applicable Break Fee, but we may charge you a Downgrade Fee as specified in the Pricing Schedule if the change to an alternative service involves a reduction in the charges payable by you, (in addition to the applicable set-up fee for the new service, as specified in the Pricing Schedule).
  - (b) we are unable to provide an alternative service at your new address or you elect not to obtain an alternative service from us, then any applicable Break Fee will apply.

### **21. CUSTOMER SUPPORT**

- 21.1 You acknowledge that:
- (a) Unless stated expressly otherwise on our Website, we provide customer support for connecting the Service to a single computer that meets the System Requirements. We will not provide customer support for the connection of additional computers (even if you have nominated Additional Users for the Service), networking devices or local area networks to the Service.
  - (b) We do not provide technical support for Services under the following conditions:

## SECTION B4: NBN SERVICE DESCRIPTION

- (A) running internal networks connected to the Service except in connection with Hardware that is specifically designed for that purpose;
  - (B) running network services or providing network services to others via the Service;
  - (C) running connectivity software other than Software that we provide to you; or
  - (D) Macintosh operating systems below v10.0.
- (c) We do not guarantee that the Hardware will be compatible with any network of machines.
  - (d) Some telecommunication services and products are not compatible with the Service and may not be available to you following installation of the Service.
  - (e) We cannot guarantee that your connection to the Internet will achieve any specific speed specified in the Pricing Schedule at any given time.
  - (f) We will use reasonable care and skill in providing the Service. However, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us), we cannot guarantee that the Service will be continuous, fault-free or accessible at all times.
  - (g) We are unable to provide support for software that was not supplied by us, including software Downloaded from the Internet.

### ***Fault reporting and rectification***

- 21.2 You agree your NBN Service is provided to you by us and not NBN Co and you do not have a contract with NBN Co. You agree to report to us – and specifically NOT to NBN Co - any faults or other issues with the NBN Service that you are obtaining from us.
- 21.3 If your NBN Service is faulty, in most cases you will be required to be at the Premises where the NBN Service is installed for the fault to be fixed. If we require you to be at the Premises during fault fixing, we or our contractor will contact you to arrange a suitable time.
- 21.4 If you lodge a fault on the NBN Service and a technician has attended your Premises, and the fault is found to be within your own equipment (excluding where the fault is isolated to your wiring under which clause 21.5 applies), you will be required to pay an Incorrect Call-Out Fee (as specified in the Pricing Schedule).
- 21.5 If you lodge a fault on the NBN Service and the fault is isolated to the wiring at your Premises (where either it does not exist, or it exists and is faulty), you can arrange for your own contractor to perform the work required to install or fix this wiring, or you can request that we perform the required work. If requested, we will arrange a technician to attend your premises for which you must be in attendance, and prior to commencing the work the technician will quote you a Variable Fee for Service based on the work required.

## SECTION B4: NBN SERVICE DESCRIPTION

- 21.6 If you experience a fault in respect of your connection to the Service, you can contact customer support by telephoning or emailing us.

### *Warranty*

- 21.7 We provide the Warranty Periods specified in the Pricing Schedule at no extra cost, with Equipment we supply to you. The Warranty Periods do not apply where you have supplied your own modem or other Equipment.

- 21.8 If you notify us of a fault with the modem or other Required Equipment we have supplied to you, within their respective Warranty Periods, we will repair, replace or provide credit for the faulty item at no cost to you. However, if the fault was caused by:

- (a) any Equipment not provided by us (such as your computer);
- (b) any interference caused by a Force Majeure Event;
- (c) any interference with or modification to this Equipment or a failure to use it in accordance with the manufacturer's specifications or our instructions; or
- (d) damage caused by you,

then we will charge you a fee, as specified in the Pricing Schedule, for the repair or replacement, including associated shipping and/or handling costs.

## 22. LIMITATION OF LIABILITY FOR NBN CO

You agree that, where you acquire an NBN Service from us under this Service Schedule, any reference to "we", "us" or "our" in the liability provisions contained in clauses 14 and 15 of the General Terms will be interpreted so as to include NBN Co, its related Bodies Corporate and each of their respective personnel.

## 23. DEFINITIONS

- 23.1 In this Service Description:

**Hardware** means a kit containing Required Equipment and Software ordered by you in your Application needed to connect to the Service.

**National Broadband Network** means the network operated by NBN Co which is intended to provide all premises in Australia with access to a broadband Internet service through optical fibre, wireless or satellite technologies.

**NBN Co** means NBN Co Limited ABN 86 136 533 741.

**NBN Fixed Wireless Customer Access Network** means the fixed wireless customer access network that forms part of the National Broadband Network.

**NBN Optical Fibre Access Network** means the optical fibre customer access network that forms part of the National Broadband Network.

**Network Boundary Point** means the Ethernet port on the network termination device at your Premises.



## SECTION B4: NBN SERVICE DESCRIPTION

**Related Body Corporate** has the same meaning as in the *Corporations Act 2001 (Cth)*.

**Required Equipment** includes a modem and any other customer premises equipment that is required to access the Service.

**Software** means any software we supply to you for use in conjunction with the Service which may change from time to time, including any upgrades and manuals.

**System Requirements** means the pre-requisite computer hardware and operating systems software required for installation and customer support as specified on our support page on our Website.

**your Premises** means the location at which you request us to provide the Service.

## SECTION C : PRICING SCHEDULE

### Customer Relationship Agreement SECTION C: PRICING SCHEDULE

The charges and costs of those products and services which are currently available and listed on our Website are listed below. For information on grandfathered (or legacy) products and additional services offered, please reference our Website for the Service Schedule.

All prices are GST inclusive unless otherwise noted.

#### 1. PHONE SERVICES

| Home Phone Full Phone Service  | Monthly fee | Call Costs  |
|--|-------------|---|
| Home Phone Residential monthly line rental   | \$29.95     | -   |
| Home Phone Residential local calls   |             | \$0.20/call   |
| Phone 1 Business monthly line rental   | \$35.95     |   |
| Phone 1 Business local calls   |             | \$0.16/call   |
| Home to mobile calls   | -           | \$2.48 for up to 20 minutes<br>37c/min variable rate<br>39c flagfall  |
| 13, 1300 calls   | -           | \$0.30 per call   |
| National Calls   | -           | \$1.98 for up to 2 hours<br>17c min variable rate<br>39c flagfall   |
| International Calls  | -           | \$1.98 for up to 30 minutes<br>for 20 countries<br>17c variable rate<br>39c flagfall<br>for other countries charges<br>will vary see our Website. |
| 1414 Override Calls  | -           | Not recommended.<br>Charges will vary.  |
| Other Calls: For example,<br>Information services calls,<br>Domestic Satellite Calls, Directory<br>Assistance, Call Connect, Sensis<br>Calls, Reverse Charge, Conference<br>Calls, ISDN, Telecard Calls, | NA          | Charges will vary based on<br>service used and call<br>duration.  |

## SECTION C : PRICING SCHEDULE

|  |  |  |
|--|--|--|
| Reverse Charge International, non-local fixed price. |  |  |
|--|--|--|

| Phone 2 Full Phone Service  | Monthly fee | Call Costs  |
|-----------------------------|-------------|---|
| Line Rental                 | \$31.95     |   |
| Local Calls                 |             | 17c per call  |
| National Long Distance Rate |             | 15c per minute Capped at \$1.98 for 2 hours                         |
| Calls to Mobiles            |             | 33c per minute Capped at \$1.98 for 10 minutes                      |
| Top International Countries |             | 15c per minute capped at \$1.98 for 30 minutes for Top 10 Countries |
| 13 & 1300 Calls             |             | 30c per call  |

See the Phone Connection/Reconnection Fees below for setup fees

Phone plans require credit card or direct debit payment only

Calls to mobile phones from Netphone and fixed line phone products are charged in 30 second blocks.

A 37c call connection fee applies to mobile, national long distance and international calls. Call caps available anytime and include 37c call connection fee.

International Top 10 includes Canada, France, Germany, Hong Kong, Netherlands, New Zealand, Singapore, Ireland, UK & USA

International calls using 0011 prefix only. Calls made using 0015 and 0018 prefixes are not included. Top international rates and caps apply to physical landlines in Top Countries only. International mobiles & special numbers not included

## SECTION C : PRICING SCHEDULE

| Phone Connection/Reconnection Fees  |       |
|---|-------|
| Telephone line connection: A working telephone socket exists from a previous connection and a technician is not required to visit your property or premises   | \$59  |
| Telephone line connection with a technician visit: A previous telephone service existed at your premises and a technician is required to visit your property/premises to reconnect existing suitable cabling at the distributor and/or the first socket   | \$125 |
| New Telephone line connection with a technician visit: (a) New telephone line connection - a telephone service has not previously been connected at your property or premises (although we may have previously installed cabling to your property or premises and you may be able to hear a dial tone); or (b) Telephone line connection with a technician visit with cabling work - a previous telephone service existed at your property or premises and one of our technicians is required to visit your property or premises to install and/or work on the cabling up to the first socket in the property or premises | \$299 |
| Change of Lessee  | \$59  |

|                                    |                                     |
|------------------------------------|-------------------------------------|
| <b>Telephony Credit Management</b> | <b>\$2.86 once-off per occasion</b> |
|------------------------------------|-------------------------------------|

|                     |  |
|---------------------|--|
| <b>Call Connect</b> | <b>\$1.10 per use – added to regular call cost</b> |
|---------------------|--|

| Home Phone                         | Fee for Services | Additional Charges                              |
|------------------------------------|------------------|---|
| Call Forward                       | Nil              | Standard call charges apply to forwarded calls  |
| Call Return                        | Nil              | Standard call charges apply                     |
| 3-Way Chat                         | Nil              | Standard call charges apply                     |
| Call Back                          | Nil              | Standard call charges apply                     |
| Call Waiting                       | Nil              | -   |
| Message Bank                       | \$6.00/month     | Standard call charges apply                     |
| Calling Number Display             | \$6.00/month     | -   |
| Multiple Number                    | \$6.00/month     | -   |
| Call Forward Selected Caller       | \$2.20/month     | Standard call charges apply for forwarded calls |
| Remote Access                      | \$2.20/month     | Standard call charges apply                     |
| Smart Ring                         | \$4.40/month     | -   |
| Dual Phone and Fax Multiple Number | \$6.00/month     | -   |

## SECTION C : PRICING SCHEDULE

|                              |  |   |
|------------------------------|--|---|
| Line Hunt                    | \$3.25/month, once off connection charge of \$57.75. Changes or additions \$57.75 per occasion | -   |
| Silent Number                | \$2.93/month   | -   |
| Call Diversion (Number Only) | \$29.95/month  | Call connection fee for STD distance & calls to mobiles (\$0.39 per call).<br><br>Community calls, concessional A/F calls and calls up to 50-85km and between 85km-165km and inter capital <745km, non inter-capital calls between 165km and 745km and all calls over 745km (\$0.20/min). |
| Call Blocking                | Nil  | \$3.52  |
| Call Control                 | 3.30 per month   | -   |

### Call Packs

Call Packs are not available as a standalone product.

| Call Pack                | Monthly fee | Included Call Value   | Availability                |
|--------------------------|-------------|---|-----------------------------|
| International            | \$10        | All calls to standard landlines in top 20 destinations (as detailed on our website) | Home Phone & Business Phone |
| Local, National & Mobile | \$20        | All calls to standard Australian landline and mobile numbers                        | Home Phone                  |
| Mobile                   | \$20        | All calls to standard Australian mobile numbers                                     | Business Phone              |

### Netphone Service

| Netphone1 Service fees      | Monthly fee | Call Costs   |
|-----------------------------|-------------|--|
| Netphone Monthly Rental Fee | \$9.95      | Local calls – 15 cents untimed,<br>National calls – 15 cents untimed |
| On-net to On-net calls      | NA          | Free   |
| Home to mobile calls        | NA          | 29 cents per minute  |

## SECTION C : PRICING SCHEDULE

|  |    |  |
|--|----|--|
| 13, 1300 calls   | NA | 30 cents untimed   |
| International Calls  | NA | Charges as per our Website per country                     |
| Override codes (such as 1414)  | NA | Not recommended, charges will vary.                        |
| Other Calls: For example, Information services calls, Domestic Satellite Calls, Directory Assistance, Call Connect, Sensis Calls, Reverse Charge, Conference Calls, ISDN, Telecard Calls, Reverse Charge International, non-local fixed price. | NA | Charges will vary based on service used and call duration. |

Calls to mobile phones from Netphone and fixed line phone products are charged in 30 second blocks.

| Service fees   | Monthly fee | Call Costs   |
|--|-------------|--|
| Netphone2 Monthly Rental Fee   | \$9.95      | Local calls – free*<br>National calls – free**                       |
| Standard Rate under the Fair Use Policy  |             | Local calls – 15 cents untimed,<br>National calls – 15 cents untimed |
| On-net to On-net calls   | NA          | Free   |
| Home to mobile calls   | NA          | 29 cents per minute  |
| 13, 1300 calls   | NA          | 30 cents untimed   |
| International Calls  | NA          | Charge as per our Website per country                                |
| Override codes (such as 1414)  | NA          | Not recommended, charges will vary.                                  |
| Other Calls: For example, Information services calls, Domestic Satellite Calls, Directory Assistance, Call Connect, Sensis Calls, Reverse Charge, Conference Calls, ISDN, Telecard Calls, Reverse Charge International, non-local fixed price. | NA          | Charges will vary based on service used and call duration.           |

| Netphone Optional Services | Fee for Services | Additional Charges |
|----------------------------|------------------|--------------------|
| Call Forwarding Always     | NA               | Call Charges Apply |

**SECTION C : PRICING SCHEDULE**

|                                  |              |                    |
|----------------------------------|--------------|--------------------|
| Call Forwarding Busy             | NA           | Call Charges Apply |
| Call Forwarding No Answer        | NA           | Call Charges Apply |
| Call Forwarding Selective        | NA           | Call Charges Apply |
| Call Waiting                     | NA           | Call Charges Apply |
| Voice Mail ***                   | NA           | NA                 |
| Voice Messaging to Email         | NA           | NA                 |
| Caller Line ID Delivery Blocking | NA           | NA                 |
| Call Return                      | NA           | Call Charges Apply |
| Three way calling                | NA           | Call Charges Apply |
| Simultaneous Ring                | \$1.95/month | Call Charges Apply |
| Sequential Ring                  | \$1.95/month | Call Charges Apply |
| Music on Hold                    | \$1.95/month | NA                 |

## SECTION C : PRICING SCHEDULE

### 2. ADSL SERVICES (EXCLUDING NAKED DSL)

**Connection fees** for all Home and Business plans; and other plans with no Contract Term: \$79.95 Setup Fee + normal hardware costs if applicable.

This fee is deducted from the bank account or credit card supplied in the application on the Service Commencement Date (the date on which we notify you that the Service is ready for use)

Special offers for connection fees will be available on our Website from time to time.

Fast churn candidates: \$39.00 + normal hardware costs if applicable

Currently have ADSL onto DSLAM: \$39.00 + normal hardware costs if applicable

**Reconnection or Relocation fee:** \$59.95

**Early Termination fee** (if service is disconnected in first 6 months): \$69.00 (Contract Break Fees may also apply)

#### Residential Plans (Telstra Network)

##### Broadband Unbundled (ADSL):

| Plan    | Peak(GB) | Off-Peak(GB) | Total (GB) | Price    | Speed*          | Off-Peak times | Shaped Speed |
|---------|----------|--------------|------------|----------|-----------------|----------------|--------------|
| Home-1  | 5        | 5            | 10         | \$49.95  | 1500k/256k      | 2am - 8am      | 256k/128k    |
| Home- 1 | 5        | 5            | 10         | \$59.95  | Up to 20/1 Mbps | 2am - 8am      | 256k/128k    |
| Home-2  | 10       | 10           | 20         | \$59.95  | 1500k/256k      | 2am - 8am      | 256k/256k    |
| Home-2  | 10       | 10           | 20         | \$69.95  | Up to 20/1 Mbps | 2am - 8am      | 256k/256k    |
| Home-3  | 50       | 50           | 100        | \$79.95  | 1500k/256k      | 2am - 8am      | 256k/256k    |
| Home-3  | 50       | 50           | 100        | \$89.95  | Up to 20/1 Mbps | 2am - 8am      | 256k/256k    |
| Home-4  | 100      | 100          | 200        | \$89.95  | 1500k/256k      | 1am - 9am      | 256k/256k    |
| Home-4  | 100      | 100          | 200        | \$99.95  | Up to 20/1 Mbps | 1am - 9am      | 256k/256k    |
| Home-5  | 250      | 250          | 500        | \$119.95 | 1500k/256k      | 1am - 9am      | 256k/256k    |
| Home-5  | 250      | 250          | 500        | \$129.95 | Up to 20/1 Mbps | 1am - 9am      | 256k/256k    |

\*This describes the maximum speeds possible. Actual speeds may vary depending on multiple factors.



## SECTION C : PRICING SCHEDULE

### Broadband Bundled (ADSL):

| Plan   | Peak(GB) | Off-Peak(GB) | Total (GB) | Price    | Speed*          | Off-Peak times | Shaped Speed |
|--------|----------|--------------|------------|----------|-----------------|----------------|--------------|
| Home-1 | 10       | 10           | 20         | \$29.95  | 1500k/256k      | 2am - 8am      | 256k/128k    |
| Home-1 | 10       | 10           | 20         | \$39.95  | Up to 20/1 Mbps | 2am - 8am      | 256k/128k    |
| Home-2 | 20       | 20           | 40         | \$39.95  | 1500k/256k      | 2am - 8am      | 256k/256k    |
| Home-2 | 20       | 20           | 40         | \$49.95  | Up to 20/1 Mbps | 2am - 8am      | 256k/256k    |
| Home-3 | 100      | 100          | 200        | \$49.95  | 1500k/256k      | 2am - 8am      | 256k/256k    |
| Home-3 | 100      | 100          | 200        | \$59.95  | Up to 20/1 Mbps | 2am - 8am      | 256k/256k    |
| Home-4 | 200      | 200          | 400        | \$79.95  | 1500k/256k      | 1am - 9am      | 256k/256k    |
| Home-4 | 200      | 200          | 400        | \$89.95  | Up to 20/1 Mbps | 1am - 9am      | 256k/256k    |
| Home-5 | 500      | 500          | 1000       | \$109.95 | 1500k/256k      | 1am - 9am      | 256k/256k    |
| Home-5 | 500      | 500          | 1000       | \$119.95 | Up to 20/1 Mbps | 1am - 9am      | 256k/256k    |

\*This describes the maximum speeds possible. Actual speeds may vary depending on multiple factors.

Both uploads and downloads count towards your data allowance on your ADSL service. If your Usage exceeds the Monthly Usage Allowance for any given Billing Month, then your access to the Service will be Shaped.

These plans can be bundled with either a Netphone1 or a Home Phone bundle (or both). The only exception being that Home 1 (\$29.95) must be bundled with Home Phone and is not able to be bundled with Netphone1.

## SECTION C : PRICING SCHEDULE

### Business ADSL Plans (Telstra Network)

#### Broadband Business bundled (plan pricing includes business phone line rental)

| Plan            | Total Anytime (GB) | Price    | Speed*          | Shaped Speed |
|-----------------|--------------------|----------|-----------------|--------------|
| Basic Bundle    | 50                 | \$99.95  | Up to 20/1 Mbps | 512k/512k    |
| Value Bundle    | 250                | \$119.95 | Up to 20/1 Mbps | 512k/512k    |
| Enhanced Bundle | 500                | \$139.95 | Up to 20/1 Mbps | 512k/512k    |
| Premium Bundle  | 1000               | \$159.95 | Up to 20/1 Mbps | 512k/512k    |

\*This describes the maximum speeds possible. Actual speeds may vary depending on multiple factors

#### Broadband 1 Business Unbundled

| Plan           | Total Anytime (GB) | Price    | Speed*          | Shaped Speed |
|----------------|--------------------|----------|-----------------|--------------|
| Business One   | 50                 | \$89.95  | Up to 20/1 Mbps | 512k/512k    |
| Business Two   | 100                | \$109.95 | Up to 20/1 Mbps | 512k/512k    |
| Business Three | 200                | \$129.95 | Up to 20/1 Mbps | 512k/512k    |
| Business Four  | 400                | \$149.95 | Up to 20/1 Mbps | 512k/512k    |

\*This describes the maximum speeds possible. Actual speeds may vary depending on multiple factors

### Residential ADSL Plans (Broadband2+)

#### ADSL2+ Bundled

| Plan          | Total Anytime (GB) | Price   | Speed  | Shaped Speed |
|---------------|--------------------|---------|--------|--------------|
| ADSL2+ Home-1 | 100                | \$29.95 | ADSL2+ | 256k/256k    |
| ADSL2+ Home-2 | 250                | \$49.95 | ADSL2+ | 256k/256k    |
| ADSL2+ Home-3 | 500                | \$69.95 | ADSL2+ | 256k/256k    |
| ADSL2+ Home-4 | 1000               | \$89.95 | ADSL2+ | 256k/256k    |

#### ADSL2+ Unbundled

| Plan          | Total Anytime (GB) | Price   | Speed  | Shaped Speed |
|---------------|--------------------|---------|--------|--------------|
| ADSL2+ Home-1 | 50                 | \$39.95 | ADSL2+ | 256k/256k    |
| ADSL2+ Home-2 | 125                | \$59.95 | ADSL2+ | 256k/256k    |
| ADSL2+ Home-3 | 250                | \$79.95 | ADSL2+ | 256k/256k    |
| ADSL2+ Home-4 | 500                | \$99.95 | ADSL2+ | 256k/256k    |

## SECTION C : PRICING SCHEDULE

Both uploads and downloads count towards your data allowance on your ADSL service. If your Usage exceeds the Monthly Usage Allowance for any given Billing Month, then your access to the Service will be Shaped

### Business Plans (Broadband2+)

#### ADSL2+ Bundled

| Plan              | Total Anytime (GB) | Price    | Speed  | Shaped Speed |
|-------------------|--------------------|----------|--------|--------------|
| ADSL2+ Business-1 | 100                | \$59.95  | ADSL2+ | 512k/512k    |
| ADSL2+ Business-2 | 200                | \$79.95  | ADSL2+ | 512k/512k    |
| ADSL2+ Business-3 | 400                | \$99.95  | ADSL2+ | 512k/512k    |
| ADSL2+ Business-4 | 1000               | \$129.95 | ADSL2+ | 512k/512k    |

#### ADSL2+ Unbundled

| Plan              | Total Anytime (GB) | Price    | Speed  | Shaped Speed |
|-------------------|--------------------|----------|--------|--------------|
| ADSL2+ Business-1 | 50                 | \$69.95  | ADSL2+ | 512k/512k    |
| ADSL2+ Business-2 | 100                | \$89.95  | ADSL2+ | 512k/512k    |
| ADSL2+ Business-3 | 200                | \$109.95 | ADSL2+ | 512k/512k    |
| ADSL2+ Business-4 | 400                | \$129.95 | ADSL2+ | 512k/512k    |

Business accounts are able to be paid via flexible payment options offered by us from time to time except if the account is bundled with an additional services such as Home Phone, Netphone1 or additional residential plans (broadband or dialup). In which case payment by credit card or direct debit payment is required.

## SECTION C : PRICING SCHEDULE

### 3. NAKED DSL SERVICES

Connection fee for all Naked Home 1-3 and Naked Business 1-3 plans is \$150 Setup Fee + normal hardware costs if applicable.

Connection fee for Naked Home Value and Naked Business Value plans is \$79.95 Setup Fee + normal hardware costs if applicable.

Relocation fee for all Naked services is \$150

Setup Fees are deducted from the bank account or credit card supplied in the application on the Service Commencement Date (the date on which we notify you that the Service is ready for use)

#### Residential Plans (Naked DSL)

| Plan             | Total Anytime (GB) | Price    | Speed  | Shaped Speed |
|------------------|--------------------|----------|--------|--------------|
| Naked Home Value | 100                | \$59.95  | ADSL2+ | 256k/256k    |
| Naked Home-1     | 250                | \$69.95  | ADSL2+ | 256k/256k    |
| Naked Home-2     | 500                | \$89.95  | ADSL2+ | 256k/256k    |
| Naked Home-3     | 1000               | \$109.95 | ADSL2+ | 256k/256k    |

#### Business Plans (Naked DSL)

| Plan                 | Total Anytime (GB) | Price    | Speed  | Shaped Speed |
|----------------------|--------------------|----------|--------|--------------|
| Naked Business Value | 100                | \$79.95  | ADSL2+ | 512k/512k    |
| Naked Business-1     | 200                | \$99.95  | ADSL2+ | 512k/512k    |
| Naked Business-2     | 400                | \$119.95 | ADSL2+ | 512k/512k    |
| Naked Business-3     | 600                | \$149.95 | ADSL2+ | 512k/512k    |

Both uploads and downloads count towards your data allowance on your Naked DSL service. If your Usage exceeds the Monthly Usage Allowance for any given Billing Month, then your access to the Service will be Shaped.

## SECTION C : PRICING SCHEDULE

### 4. NBN SERVICES

#### NBN Fibre Service Residential Plans

| Price per month | Speed*   | Quota (GB)<br>Peak/Off-Peak | Shaping   | Peak        | Off Peak    |
|-----------------|----------|-----------------------------|-----------|-------------|-------------|
| \$49.95         | 12 / 1   | 20 / 20                     | 256 / 256 | 8 am - 2 am | 2 am - 8 am |
| \$59.95         |          | 100 / 100                   | 256 / 256 | 8 am - 2 am | 2 am - 8 am |
| \$79.95         |          | 500 / 500                   | 256 / 256 | 8 am - 2 am | 2 am - 8 am |
| \$54.95         | 25 / 5   | 20 / 20                     | 256 / 256 | 8 am - 2 am | 2 am - 8 am |
| \$64.95         |          | 100 / 100                   | 256 / 256 | 8 am - 2 am | 2 am - 8 am |
| \$84.95         |          | 500 / 500                   | 256 / 256 | 8 am - 2 am | 2 am - 8 am |
| \$64.95         | 50 / 20  | 20 / 20                     | 256 / 256 | 8 am - 2 am | 2 am - 8 am |
| \$74.95         |          | 100 / 100                   | 256 / 256 | 8 am - 2 am | 2 am - 8 am |
| \$94.95         |          | 500 / 500                   | 256 / 256 | 8 am - 2 am | 2 am - 8 am |
| \$69.95         | 100 / 40 | 20 / 20                     | 256 / 256 | 8 am - 2 am | 2 am - 8 am |
| \$79.95         |          | 100 / 100                   | 256 / 256 | 8 am - 2 am | 2 am - 8 am |
| \$99.95         |          | 500 / 500                   | 256 / 256 | 8 am - 2 am | 2 am - 8 am |

\*These are maximum NBN access port speeds. Data transfer speeds to individual premises may differ.

#### NBN Fixed Wireless (unbundled)

| Plan   | Peak Quota (GB) | Off-Peak Quota (GB) | Total Quota | Price per month | Speed*    | Off-Peak Times | Shaped Speed |
|--------|-----------------|---------------------|-------------|-----------------|-----------|----------------|--------------|
| NBN -1 | 20              | 20                  | 40          | \$49.95         | 12/1Mbps  | 2am - 8am      | 256/256 kbps |
| NBN-2  | 100             | 100                 | 200         | \$59.95         | 12/1 Mbps | 2am - 8am      | 256/256 kbps |

\*These are maximum NBN access port speeds. Data transfer speeds to individual premises may differ.

#### NBN Fixed wireless (bundled)

| Plan   | Peak Quota (GB) | Off-Peak Quota (GB) | Total Quota | Price   | Speed*    | Off-Peak Times | Shaped Speed |
|--------|-----------------|---------------------|-------------|---------|-----------|----------------|--------------|
| NBN -1 | 20              | 20                  | 40          | \$39.95 | 12/1Mbps  | 2am - 8am      | 256/256 kbps |
| NBN-2  | 100             | 100                 | 200         | \$49.95 | 12/1 Mbps | 2am - 8am      | 256/256 kbps |

\*These are maximum NBN access port speeds. Data transfer speeds to individual premises may differ.

## SECTION C : PRICING SCHEDULE

### NBN Satellite service (unbundled)

| Plan  | Usage Quota (GB)# | Price   | Speed*   | Shaped Speed |
|-------|-------------------|---------|----------|--------------|
| NBN   | 10                | \$39.95 | 6/1Mbps  | 256/256kbps  |
| NBN-1 | 20                | \$49.95 | 6/1 Mbps | 256/256kbps  |

\*These are maximum NBN access port speeds. Data transfer speeds to individual premises may differ.

#There is no separate peak/off peak quota.

### NBN Satellite (bundled)

| Plan  | Usage Quota (GB)# | Price   | Speed*   | Shaped Speed |
|-------|-------------------|---------|----------|--------------|
| NBN   | 10                | \$34.95 | 6/1Mbps  | 256/256kbps  |
| NBN-1 | 20                | \$39.95 | 6/1 Mbps | 256/256kbps  |

\*These are maximum NBN access port speeds. Data transfer speeds to individual premises may differ.

#There is no separate peak/off peak quota.

### NBN Fibre Phone

| Fibre Phone Service fees  | Monthly fee | Call Costs  |
|---|-------------|---|
| Fibre Phone Monthly Rental Fee (only available when NBN Fibre is bundled with Fibre Phone)  | \$19.95     | Local calls - \$0.00/call*<br>National calls - \$0.00/call*<br>*Fair Use Policy applies |
| On-net to On-net calls  | NA          | Free  |
| Home to mobile calls  | NA          | 29 cents per minute   |
| 13, 1300 calls  | NA          | 30 cents untimed  |
| International Calls   | NA          | Charges as per our Website per country  |
| Override codes (such as 1414)   | NA          | Not recommended, charges will vary.   |
| Other Calls: For example, Information services calls, Domestic Satellite Calls, Directory Assistance, Call Connect, Sensis Calls, Reverse Charge, Conference Calls, | NA          | Charges will vary based on service used and call duration.                              |

## SECTION C : PRICING SCHEDULE

| Fibre Phone Service fees   | Monthly fee | Call Costs |
|--|-------------|------------|
| ISDN, Telecard Calls, Reverse Charge International, non-local fixed price. |             |            |

Calls to mobile phones from Fibre Phone are charged in 30 second blocks.

| iiNet Fibre Phone Optional Services | Fee for Services | Additional Charges |
|-------------------------------------|------------------|--------------------|
| Call Forwarding Always              | NA               | Call Charges Apply |
| Call Forwarding Busy                | NA               | Call Charges Apply |
| Call Forwarding No Answer           | NA               | Call Charges Apply |
| Call Forwarding Selective           | NA               | Call Charges Apply |
| Call Waiting                        | NA               | Call Charges Apply |
| Voice Mail ***                      | NA               | NA                 |
| Voice Messaging to Email            | NA               | NA                 |
| Caller Line ID Delivery Blocking    | NA               | NA                 |
| Call Return                         | NA               | Call Charges Apply |
| Three way calling                   | NA               | Call Charges Apply |

### 5. BOB™ RENTAL SERVICES

#### BoB™

|  |               |
|--|---------------|
| <b>Monthly Fee</b>   | <b>\$9.95</b> |
| Early return of BoB fee:   |               |
| a) within first 6 months   | \$200         |
| b) after month 6   | \$100         |
| Replacement of BoB due to theft (subject to a Police report & Statutory Declaration)                   | \$269         |
| if you cancel your service but do not return BoB within first 6 months                                 | \$369         |
| if you cancel your service but do not return BoB after the first 6 months                              | \$150         |
| if you have been sent a replacement BoB due to a fault but do not return the faulty BoB within 14 days | \$269         |

## SECTION C : PRICING SCHEDULE

### BoB2™

| Monthly Fee   | \$9.95        |
|---|---------------|
| Early return of BoB2™ fee:<br>c) within first 6 months<br>d) after month 6  | \$150<br>\$75 |
| Replacement of BoB2™ due to theft (subject to a Police report & Statutory Declaration)  | \$199         |
| if you cancel your service but do not return BoB2™ within first 6 months  | \$279         |
| if you cancel your service but do not return BoB2™ after the first 6 months   | \$125         |
| if you have been sent a replacement BoB2™ due to a fault but do not return the faulty BoB2™ within 14 days                    | \$199         |
| if you cancel your rental after the contract has expired but do not return the BoB2™ within 14 days (applies from 26/09/2011) | \$65          |

BoB™ or BoB2™ rentals are only available on a 24 month contract term.

Limited to one BoB™ or BoB2™ rental product per Broadband product.

The BoB™ or BoB2™ rental product can survive the associated Broadband product with which it is bundled. You can continue to 'rent' BoB™ or BoB2™ after your Broadband contract term has expired.



**SECTION C : PRICING SCHEDULE**

**6. DATA PACK PRICING**

| Extra Capacity (GB) | Price per month |
|---------------------|-----------------|
| 5                   | \$10.00         |
| 10                  | \$15.00         |
| 25                  | \$30.00         |
| 50                  | \$50.00         |
| 100                 | \$80.00         |

**7. BUSINESS GRADE HARDWARE**

| Modem   | Netphone1 | Multiple PCs | Wireless | No Contract |
|---|-----------|--------------|----------|-------------|
|   |           |              |          |             |
| Cisco 877 ADSL Security Router with Annex M Support                     | X         | 4            | X        | \$799.00    |
| Cisco 877W ADSL Security Router with wireless 802.11g and AnnexM        | X         | 4            | 4        | \$899.00    |
| Cisco Small Business Router SRP 527W with ADSL2+, NETPHONE1 and 802.11n | ✓         | 4            | 4        | \$429.00    |

## SECTION C : PRICING SCHEDULE

### 8. CONTRACT BREAK FEES

| Product    | Type                      | Tenure (months) |         |         |        |
|------------|---------------------------|-----------------|---------|---------|--------|
|            |                           | <6              | 7 to 12 | 13 – 18 | 19 -24 |
| Broadband2 | iiNetwork                 | \$144           | \$84    | \$66    | \$50   |
|            | iiNetwork (bundled)       | \$215           | \$134   | \$98    | \$65   |
| Broadband1 | Telstra network           | \$202           | \$135   | \$104   | \$72   |
|            | Telstra network (bundled) | \$243           | \$163   | \$127   | \$94   |

| Product   | Type                | Tenure (months) |         |         |        |
|-----------|---------------------|-----------------|---------|---------|--------|
|           |                     | <6              | 7 to 12 | 13 – 18 | 19 -24 |
| Naked DSL | All Naked DSL plans | \$223           | \$144   | \$109   | \$75   |
|           | With BoB            | \$292           | \$193   | \$137   | \$83   |

| Product            | Type          | Tenure (months) |         |         |        |
|--------------------|---------------|-----------------|---------|---------|--------|
|                    |               | <6              | 7 to 12 | 13 – 18 | 19 -24 |
| Broadband Transfer | Transfer      | \$190           | \$126   | \$101   | \$78   |
|                    | Free Transfer | \$186           | \$110   | \$78    | \$49   |

| Product           | Type            | Tenure (months) |         |         |        |
|-------------------|-----------------|-----------------|---------|---------|--------|
|                   |                 | <6              | 7 to 12 | 13 – 18 | 19 -24 |
| Contract Renewals | iiNetwork       | \$152           | \$117   | \$96    | \$83   |
|                   | Telstra Network | \$93            | \$76    | \$69    | \$68   |

| Product              | Type                        | Tenure (months) |         |         |        |
|----------------------|-----------------------------|-----------------|---------|---------|--------|
|                      |                             | <6              | 7 to 12 | 13 – 18 | 19 -24 |
| BoB rental contract  | Cancellation Return Fee     | \$200           | \$100   | \$100   | \$100  |
|                      | Cancellation non Return Fee | \$369           | \$150   | \$150   | \$150  |
| BoB2 rental contract | Cancellation Return Fee     | \$150           | \$75    | \$75    | \$75   |
|                      | Cancellation non Return Fee | \$279           | \$125   | \$125   | \$125  |

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| Product                              | Contract                           | Type               | Tenure (months) |        |         |         |
|--------------------------------------|------------------------------------|--------------------|-----------------|--------|---------|---------|
|                                      |                                    |                    | 0 - 6           | 7 - 12 | 13 - 18 | 19 - 24 |
| NBN Fibre Residential Plans          | Contracts from 21 May 2013 onwards | Contract Break Fee | \$200           | \$150  | \$100   | \$80    |
| NBN Fixed Wireless Residential Plans | Contracts from 21 May 2013 onwards | Contract Break Fee | \$200           | \$150  | \$100   | \$80    |
| NBN Satellite Residential Plans      | Contracts from 21 May 2013 onwards | Contract Break Fee | \$200           | \$150  | \$100   | \$80    |

### 9. MISCELLANEOUS FEES

#### Premium Provisioning Fees

This service is purchased during signup. The Premium Provisioning service reduces the time it takes to provision a service. The fee is a once-off fee.

| Service                  | Fee      |
|--------------------------|----------|
| Shared Spectrum Services | \$79.95  |
| Naked Services           | \$145.00 |

#### Handling Fee

Refunds are provided via credit card. If a refund is required via a means other than credit card, a handling fee of \$10 may be charged.

#### Printed Invoices

Printed invoices are charged at \$1.49 per invoice per month.

#### Complaint Administration Fee

Complaints lodged more than 190 days after a dispute arises may incur a \$25 administrative fee to cover the cost of retrieving and investigating archived data. This fee will be refunded if the dispute is resolved in your favour.

#### Incorrect Call-Out Fee

If we attend your premises to repair a Fault reported by you, but we determine that there is no Fault or the Fault is caused by Your Equipment, we may charge you a fee of \$120 for attendance plus \$35 per 15 minutes there-after with a 15 minute minimum.

#### Amex & Diners Levy Charge

A 3% service fee is applicable on American Express (Amex) & Diners Club International (Diners) payments. The service fee applies in the following situations:

- when choosing Amex or Diners as the preferred payment method at the time of signing up for your service(s) with TransACT

## **SECTION C : PRICING SCHEDULE**

- when changing from your existing payment method with TransACT to Amex or Diners

Customers will have the fee waived when:

- updating the expiry date on the existing Amex or Diners card
- changing from an existing to a new Amex or Diners card

### **Decline Fee**

We do not currently charge customers a fee if a direct debit payment is declined or a cheque is dishonoured. However, in future we reserve the right to pass on any such charges imposed by our bank. If we do introduce a Decline Fee, we will update our Pricing Schedule with the amount of the charge in accordance with clause 1.5(c) of the General Terms. Please refer to the most recent version of this Pricing Schedule, available on our website.

### **Downgrade Fee**

A fee of \$29 is payable when ever you change your product to one of equal or lesser value.

### **Restocking fee**

If you purchase the wrong equipment and we are required to exchange it for you, we will charge you a \$40.00 fee to cover our costs.

**SECTION C : PRICING SCHEDULE**

**10. EQUIPMENT**

**Hardware and Software**

| Hardware                   | Contract |          |
|----------------------------|----------|----------|
|                            | None     | 24 month |
| BoB™ Lite                  | \$129    | \$69     |
| BoB2™ – Including handset  | \$279    | \$199    |
| BoB2™ – Additional handset | \$89.95  | -        |
| Wireless Bridge            | \$119    | -        |

The cost of Hardware purchased during the application process is deducted from the bank account or credit card supplied in the application on the Service Commencement Date (the date on which we notify you that the Service is ready for use)

**Freight fee:** \$15.00 freight fee applies to all Hardware not purchased with a modem.

## SECTION C : PRICING SCHEDULE

### 11. WARRANTY INFORMATION

#### How to claim under the warranty and your rights

- 11.1 In order to claim under the warranty, you should contact us on 13 30 61, advise that you wish to claim under the warranty and answer any questions we have. We will assess whether you are eligible to claim under the warranty and determine, at our option and in accordance with any specific terms that apply to the relevant equipment, whether to repair or replace your equipment, or provide a credit.
- 11.2 If we determine that your equipment needs to be returned, you will be sent replacement equipment and a return freight bag in which to return the faulty equipment.
- 11.3 If the faulty equipment is not returned to us, with all cables, accessories and components, within 21 days of you receiving the replacement equipment and return freight bag, you will be charged the full price for the purchase of the equipment that we sent to you, plus any shipping costs relating to the prepaid satchel that was sent to you. You will also still be charged for the original equipment and if the original equipment has already been paid for, you will not be entitled to a refund.
- 11.4 The warranty does not apply to faults caused by any of the following (**Non Covered Events**):
- (a) any equipment not supplied by us;
  - (b) any interference with or modification to the equipment or a failure to use it in accordance with instructions; or
  - (c) damage caused by you or someone who has used the equipment (for example misuse or exposure to liquid or excessive heat); or
  - (d) an external event (for example a fire or flood).
- 11.5 If on inspection of the returned equipment we determine that the fault was caused by a Non Covered Event, you will be charged for the original equipment (or if the original equipment has already been paid for, you will not be entitled to a refund) and the replacement equipment, unless:
- (a) you have not used the replacement equipment; and
  - (b) you return it to us in its unopened packaging,
- in which case, you will not be charged for the replacement equipment.
- 11.6 The repair or replacement of equipment may result in loss of data (such as loss of telephone numbers stored on your handset).
- 11.7 Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. If your equipment is replaced with refurbished equipment, the warranty applies in relation to that refurbished equipment from the remainder of the original Warranty Period or thirty days, whichever is longer.

## SECTION C : PRICING SCHEDULE

- 11.8 The benefits given to you by this warranty are in addition to other rights and remedies you may have at law.
- 11.9 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 11.10 This warranty is given by TransACT Capital Communications Pty Ltd (ACN 093 966 888) of 470 Northbourne Avenue, Dickson, Australian Capital Territory, 2602. You can contact us on 13 30 61 if you have any questions regarding this warranty.

### Warranty Periods

- 11.11 You must notify us of the fault with your equipment within the applicable Warranty Period (beginning from the date you purchased the equipment) as follows:

| <b>EQUIPMENT</b>       | <b>Warranty Period</b>   |
|------------------------|--|
| BoB Lite™              | 24 months  |
| BoB2™                  | 24 months  |
| Wireless Bridge        | 24 months  |
| DSL Modems             | 12 months. Further warranties may be available directly from the manufacturer. |
| Ethernet port/card     | 24 months  |
| ADSL Inline Filter     | 12 months  |
| ADSL Central Splitters | 12 months  |

- 11.12 We will repair, replace or provide credit for faulty equipment provided by us at no cost to you, if you notify us of the fault within the applicable Warranty Period.
- 11.13 However, we will charge you for the repair or replacement of faulty equipment, if the fault was caused by a Non Covered Event. We may also charge you an Incorrect Call-Out Fee (as specified in the Pricing Schedule).
- 11.14 If we decide to repair the equipment, you must give us sufficient information to assess the fault, including allowing us to test your personal computer. If we find that the relevant component is not faulty, we may charge you an Incorrect Call-Out Fee (as specified in the Pricing Schedule).

## SECTION D1: FAIR USE POLICY FOR RESIDENTIAL PLANS

### Customer Relationship Agreement

## SECTION D1: FAIR USE POLICY FOR RESIDENTIAL PLANS

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TransACT provides customers subscribing to some products with features such as free calls or unmetered access within Australia to some websites. Details of the call types provided free of charge and the unmetered websites are included in the pricing schedule of the CRA Section C.

To ensure the availability of our services, we have a 'Fair Use Policy' to make sure everyone gets fair access. We have designed our products to be generous, but we do not want those generous terms abused.

If we think your usage is excessive we may refuse you access to this offer and charge you our Standard Rates for calls made (as set out in the Pricing Table for the *Naked iiTalk* service)

To ensure we do not unreasonably restrict our customers, the following steps will occur if we consider that a service is showing excessive use:

- Month 1.** TransACT may contact individual customers identified as exceeding *three* (3) times the average usage of all *TransACT iiTalk* customers, to discuss their usage requirements. Where a increase in usage occurs but is not expected to continue, no alternative arrangements are necessary.
- Month 2.** If the excessive usage continues into a second billing period, then further contact may be made to discuss a more appropriate plan.
- Month 3.** If the excessive usage continues into the third billing period, the customer may be informed that free local and national calls on their plan will no longer be available and that they will be charged standard call rates from that time forward.

#### ***Excessive Use***

For the purposes of the Fair Use policy, what is considered to be Excessive Use will either be advertised by TransACT at the time of the relevant promotion, or otherwise included in this Fair Use Policy.

Excessive use is a continuing and unreasonably disproportionate use of the service when compared to other users. In the case of *TransACT iiTalk*, free calls in excess of *three* times the number of calls per *TransACT iiTalk* service per month, averaged across customers on the same *iiTalk* plan, is Excessive Use.

#### ***Unreasonable Use***

Some of our plans are designed for domestic use and others for commercial use. We believe that it is Unreasonable Use for domestic plans to be used by businesses whose activities include heavy incoming or outgoing telephone traffic.

Commercial use includes the following activities:

- running a telemarketing business or call centre;



## SECTION D1: FAIR USE POLICY FOR RESIDENTIAL PLANS

- re-supplying or reselling the *service*; or
- other similar activities.

We consider the use of a service to be unreasonable if you make or receive calls on our Network other than for your own personal use. We may give or withhold our consent, or make our consent subject to conditions, at our discretion.

We consider your use of TransACT iiTalk to be Unreasonable Use if your use of *TransACT iiTalk* is considered fraudulent by TransACT or to adversely affect the TransACT Network or another customer's use of, or access to, an TransACT Service or Network.

Among other things, "fraudulent" use includes resupplying an TransACT Service without TransACT's consent so that a third party may access or use TransACT Services or take advantage of *TransACT iiTalk* free calls. In addition, where we consider your use of *TransACT iiTalk* free calls to be Unreasonable Use or that your use does not comply with the terms and conditions of the Service, then we may suspend your access to that or any other promotion or offer.

### ***Prohibited Use***

You must not, and must ensure that any person who uses your Service does not:

- engage in abusive behaviour toward our staff;
- use the Service to make inappropriate contact with children or minors;
- send, relay or otherwise distribute any electronic message, the contents or properties of which have been created, forged or altered for the purpose of impersonating, hiding or otherwise obscuring the original sender or source of that message;
- access, monitor, use or control any other person's equipment, systems, networks or data (including usernames and passwords) without their knowledge or consent or to otherwise probe, scan or test the vulnerability of any such equipment, networks, systems or data;
- store, send or distribute any viruses or other harmful programs, codes or other malicious software;
- access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, ours or a third party's security measures, computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data;
- make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as 'pyramid schemes', 'Ponzi schemes', and 'chain letters';
- engage in any activity which adversely affects the ability of other people or systems to use our Internet services or the Internet. This includes 'denial of service' attacks against another network host or individual user; or

## SECTION D1: FAIR USE POLICY FOR RESIDENTIAL PLANS

- publish content which is prohibited or unlawful under any Commonwealth, State or Territory law or classification system.

Your failure to comply with this Fair Use Policy (including by any person who accesses and uses your Service) may lead to the immediate restriction, suspension or cancellation of your Service.

### **SPAM**

In this section, "Spam" includes one or more unsolicited commercial electronic messages with an Australian link for the purposes of the *Spam Act 2003*.

You must not use the Service to:

- (a) send, allow to be sent, or assist in the sending of Spam;
- (b) use or distribute any software designed to harvest email addresses; or
- (c) otherwise breach the *Spam Act 2003* and accompanying regulations,

and we may suspend the Service under clause 14.2 of the General Terms if you do any of those acts, or if we reasonably suspect that you or a person using your Service is engaging in any of those acts.

We may also suspend the Service if the Service is being used to host any device or service that allows email to be sent between third parties not under your authority and control.

Subject to our obligations under Part 13 of the *Telecommunications Act 1997*, prior to suspending the Service we will first make reasonable attempts to contact you and give you an opportunity to remedy the issue within a reasonable timeframe, depending on the severity of the breach or suspected breach.

You must use reasonable endeavours to install the necessary security protocols to guard against Spam or a breach of the *Spam Act 2003* (by you or third parties), including where appropriate:

- (a) the installation and maintenance of antivirus software;
- (b) the installation and maintenance of firewall software; and
- (c) the application of operating system and application software patches and updates.

Our right to suspend your account applies regardless of whether the breach or suspected breach was committed intentionally, or by means not authorised by you, such as through a Trojan horse or a virus.

We may (but we are not obligated to) scan any IP address ranges allocated to you in connection with the Service in order to monitor compliance with this Fair Use Policy.

## SECTION D2: FAIR USE POLICY FOR BUSINESS PLANS

### Customer Relationship Agreement

## SECTION D2: FAIR USE POLICY FOR BUSINESS PLANS

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TransACT provides customers subscribing to some products (such as *iiTalk*) with free calls. Details of the call types provided free of charge are included in the pricing schedule of the CRA Section C.

To ensure the enjoyment and availability of our services to all our eligible customers, we have a 'Fair Use Policy' to make sure everyone gets a fair-go. We have designed our products to be generous, but we do not want those generous terms abused.

If we think your invoice shows an excessive use we may refuse you access to this offer and charge you our Standard Rates for calls made (as set out in the Pricing Table for the *Naked iiTalk* service).

|                       |             |     |                |     |
|-----------------------|-------------|-----|----------------|-----|
| Standard iiTalk rates | Local calls | 15c | National calls | 15c |
|-----------------------|-------------|-----|----------------|-----|

|                         |             |     |                |     |
|-------------------------|-------------|-----|----------------|-----|
| Standard Business Voice | Local calls | 15c | National calls | 15c |
|-------------------------|-------------|-----|----------------|-----|

rates

To ensure we do not unreasonably restrict our customers, the following steps will occur if we consider that a service is showing excessive use:

- Month 1.** TransACT may contact individual customers identified as exceeding *three* (3) times the average usage of all *TransACT iiTalk* or *Business Voice* customers, to discuss their usage requirements. Where an increase in usage occurs but is not expected to continue, no alternative arrangements are necessary.
- Month 2.** If the excessive usage continues in a second billing period, a second contact may be made to discuss an alternative plan.
- Month 3.** If the excessive usage continues into the third billing period, the customer may be informed that free local and national calls on their plan will no longer be available and that they will be charged standard call rates from that time forward

### ***Excessive Use***

For the purposes of the Fair Use policy, what is considered to be Excessive Use will either be advertised by TransACT at the time of the relevant promotion or, otherwise included in this Fair Use Policy.

Excessive use is a continuing and unreasonably disproportionate use of the service when compared to other users. In the case of *TransACT iiTalk* and *Business Voice*, free calls in excess of THREE times the number of calls per *TransACT iiTalk* or *Business Voice* service per month, averaged across customers on the same *iiTalk* or *Business Voice* plan, is considered Excessive Use.

## SECTION D2: FAIR USE POLICY FOR BUSINESS PLANS

### ***Unreasonable Use***

Single-line Business Plans are provided for use by business customers requiring a single-line Netphone1 service with inbound and outbound calls being made to and from a single handset. Using telephone systems capable of making multiple, simultaneous outbound calls over a single line via an IPPBX or similar software or hardware is considered to be an Unreasonable Use of this service.

We believe it is Unreasonable Use for single line Business plans to be used by businesses for Commercial purposes and/or activities which normally include incoming or outgoing telephone traffic greater than would be reasonably expected for a single-line business user.

Business Voice plans are designed for multi-line business users but exclude the commercial use described below:

Commercial use would include the following activities:

- the running of a telemarketing business or call centre function;
- re-supplying or reselling the service; or
- other similar activities.

We consider the use of the service to be unreasonable if calls made on our Network are performed by anyone other than the business subscribing to the service, without obtaining our written consent first. We may give or withhold our consent, or make our consent subject to conditions, at our discretion.

We consider the use of the service to be Unreasonable if the use of *TransACT iiTalk or Business Voice* is considered to be fraudulent or to adversely affect the TransACT Network, or another customer's use of, or access to, an TransACT service or Network.

Fraudulent use includes resupplying an TransACT Service without TransACT's written consent so that someone else may access or use TransACT services or take advantage of *TransACT iiTalk or Business Voice* free calls.

Where TransACT considers your use of *TransACT iiTalk or Business Voice* free calls to be Unreasonable Use, or Excessive Use, we may suspend your access to that service.

### ***Prohibited Use***

You must not, and must ensure that all persons who use your Service (including but not limited to your employees) do not:

- engage in abusive behaviour toward our staff;
- use the Service to make inappropriate contact with children or minors;
- send, relay or otherwise distribute any electronic message, the contents or properties of which have been created, forged or altered for the purpose of impersonating, hiding or otherwise obscuring the original sender or source of that message;

## SECTION D2: FAIR USE POLICY FOR BUSINESS PLANS

- access, monitor, use or control any other person's equipment, systems, networks or data (including usernames and passwords) without their knowledge or consent or to otherwise probe, scan or test the vulnerability of any such equipment, networks, systems or data;
- store, send or distribute any viruses or other harmful programs, codes or other malicious software;
- access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, ours or a third party's security measures, computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data;
- make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as 'pyramid schemes', 'Ponzi schemes', and 'chain letters';
- engage in any activity which adversely affects the ability of other people or systems to use our Internet services or the Internet. This includes 'denial of service' attacks against another network host or individual user; or
- publish content which is prohibited or unlawful under any Commonwealth, State or Territory law or classification system.

Your failure to comply with this Fair Use Policy (including by any person who accesses and uses your Service) may lead to the immediate restriction, suspension or cancellation of your Service.

### **SPAM**

In this section, "Spam" includes one or more unsolicited commercial electronic messages with an Australian link for the purposes of the *Spam Act 2003*.

You must not use the Service to:

- (a) send, allow to be sent, or assist in the sending of Spam;
- (b) use or distribute any software designed to harvest email addresses; or
- (c) otherwise breach the *Spam Act 2003* and accompanying regulations,

and we may suspend the Service under clause 14.2 of the General Terms if you do any of those acts, or if we reasonably suspect that you or a person using your Service is engaging in any of those acts (including but not limited to your employees).

We may also suspend the Service if the Service is being used to host any device or service that allows email to be sent between third parties not under your authority and control.

Subject to our obligations under Part 13 of the *Telecommunications Act 1997*, prior to suspending the Service we will first make reasonable attempts to contact you and give you an opportunity to remedy the issue within a reasonable timeframe, depending on the severity of the breach or suspected breach.

## SECTION D2: FAIR USE POLICY FOR BUSINESS PLANS

You must use reasonable endeavours to install the necessary security protocols to guard against Spam or a breach of the *Spam Act 2003* (by you or third parties), including where appropriate:

- (a) the installation and maintenance of antivirus software;
- (b) the installation and maintenance of firewall software; and
- (c) the application of operating system and application software patches and updates.

Our right to suspend your account applies regardless of whether the breach or suspected breach was committed intentionally, or by means not authorised by you, such as through a Trojan horse or a virus.

We may (but we are not obligated to) scan any IP address ranges allocated to you in connection with the Service in order to monitor compliance with this Fair Use Policy.