

# VoIP Service Description

## VoIP Service Description

### 1. APPLICABLE TERMS AND CONDITIONS

This Service Description applies to our provision to you of a VoIP Service, which allows you to make and receive Calls via an Internet Protocol connection. This Service Description forms part of our Agreement, in conjunction with:

- (a) your Application;
- (b) the General Terms;
- (c) our Acceptable Use Policy; and
- (d) the Payment Schedule.

### 2. INTERPRETATION AND DEFINITIONS

#### 2.1 Interpretation

- (a) Subject to Clause 2.1(b) the rules of interpretation used in the General Terms apply to this Service Description.
- (b) Unless otherwise stated, a reference in this Service Description to a clause is a reference to a clause of this Service Description.

#### 2.2 Definitions

Any capitalised terms used in this Service Description are as defined in this Clause 2.2, or, where not defined in this Clause 2.2, as defined in any of the documents listed in Clause 1.

In this Service Description:

**Access Line** means the line or link, and the ancillary facilities over which the Service is delivered, connecting your Premises to a network.

**Bundling Discounts** means any applicable price discounts or data allowances that result from obtaining an Internet Service together with this Service from us.

**Calls** means untimed local calls; calls to 13 or 1300 numbers; national (STD) calls; fixed to mobile calls; international calls; calls to 1800 services; 000 calls; calls to directory assistance services and any other types of calls listed on our Website, in your Application or otherwise in our Agreement.

**Charges** means the setup, monthly rental, Call, or Standard Feature and Optional Feature charges as listed either in this Service Description, the Payment Schedule, or on our Website from time to time (charges listed on our Website will apply in the event of inconsistency).

**CLI** means calling line identification as referred to in section 355 of the Telecommunications Act 1997.

**Customer Service Guarantee** or **CSG** means the Telecommunications (Customer Service Guarantee) Standard 2011.

**Customer Service Guarantee Waiver** means an agreement that acknowledges that you waive the protections and rights provided under the Customer Service Guarantee for the Service/s to which the waiver relates.

**Existing Phone Number** means the phone number that was allocated to you by another service provider and remained allocated to you immediately prior to the activation of your Service.

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**Optional Features** means the optional extra services for Fees (e.g. voice mail; calling number display; silent number; call return; three way call; waiting and display; call divert; caller ID; Personal Agent) or otherwise which can be provided at your request (including those listed on-line from time to time on our Website).

**Pre-existing Service Features** means any additional service features that were provided by your Previous Service provider immediately prior to your Service being transferred to us.

**Premises** means the location where the Service is to be provided, as specified in your Application.

**Preselect** means to specify a particular default carriage service provider to provide the long distance call component of a Service including national (STD) calls, calls to mobiles and international calls.

**Previous Supplier** means the last service provider before us that supplied you with a voice service using the Access Line that is used to supply your Service.

**Required Equipment** means:

- (a) an analogue telephone adaptor (ATA); or
- (b) an IP handset which allows you to connect to the Service without requiring an ATA; and/or
- (c) software and a headset which allow you to make calls from your computer using the Service.

**Self Installation Kit** is a kit containing instructions on how to install the Service on your Computer.

**Standard Features** means call waiting; call divert; call number display sending; call waiting display; and any other features referred to on our Website or otherwise in our Agreement.

**Telecommunications Numbering Plan** means the numbering plan referred to in section 454 of the Telecommunications Act 1997 as amended or replaced.

## 3. THE VOIP SERVICE

### 3.1 Requirements for using the Phone Service

- (a) The Service does not include the provision of any cabling or equipment located on the customer side of the telecommunications network. If such cabling or equipment is required to supply the Service you are responsible for any Charges or Fees associated with this.
- (b) The Service is not available in every location. Due to technical, operational and commercial constraints we may not be able to provide you with a Service either error free or at all.
- (c) The Service is only available to be used in conjunction with a Broadband Internet Service provided by us.
- (d) Any equipment that you supply for use in connection with the Service must comply with Australian Standards.
- (e) You must comply with our Acceptable Use Policy in using the Service.

### 3.2 Service features and options

- (a) The Service includes Standard Features and Optional Features. We will not provide you with Optional Features unless you request us to do so.
- (b) You acknowledge and agree that:
  - (i) we may not be able to provide all or any Pre-existing Service Features; and
  - (ii) in the event that some or all of your Pre-existing Service Features are transferred to us by your Previous Supplier, we may at our sole discretion:

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- (1) continue to supply you with the Pre-existing Service Features under different terms and conditions (including terms and conditions relating to price) than those that applied to the Pre-existing Service Features prior to their transfer to us; or
- (2) provide you with an Optional Feature which we determine is a reasonable substitute for the Pre-existing Service Feature.

### 3.3 Service limitations

You acknowledge and agree that:

- (a) you will not be able to use the Service to make or receive calls (including emergency calls):
  - (i) during a power failure;
  - (ii) following a power failure or disruption and prior to the resetting or reconfiguration of your equipment (if required to restart it); or
  - (iii) during a service outage, suspension or termination of the Service.
- (b) if for any reason your underlying Internet Service is suspended, terminated or is otherwise unavailable, the Service will also be suspended, terminated or otherwise unavailable;
- (c) call quality may be affected by internet congestion, sharing of a Broadband connection, and Shaping or any other limits imposed by us;
- (d) unless you block your CLI, then that CLI data will be transmitted by the Service within Australia;
- (e) the Service is not available for the transmission of data or video but is for voice calls only;
- (f) calls made using the Service count towards data usage allowance on the underlying Internet Service.

### 3.4 Emergency calls

You acknowledge that the Service:

- (a) may not accurately transmit data from which emergency services could ascertain your location so you must inform the operator of the street address of the location from where you are calling; and
- (b) will not operate during a power or network outage, unless you install at your expense a battery backup system. Battery backup systems are not sold or supported by us and we recommend that you always have a mobile telephone available for making calls during power failure emergencies.

### 3.5 Customer Service Guarantee Waiver

We require that you waive in whole your CSG protections and rights in relation to the Service during the sign up process. If you do not agree to the proposed waiver we may refuse to provide the Service to you. We may cancel an existing service if you do not agree to the proposed waiver and we have connected your Service by mistake. Information about the CSG may be found on the Australian Communications and Media Authority website ([www.acma.gov.au](http://www.acma.gov.au)).

### 3.6 Directory Listing

You may choose to have a directory listing of the telephone number associated with your **PRONTO BROADBAND** Voice Service. The telephone number associated with your **PRONTO BROADBAND** Voice 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).

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If you chose to have the telephone number associated with your PRONTO BROADBAND Voice Service listed in a telephone directory and you subsequently wish the telephone number associated with your PRONTO BROADBAND Voice 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 PRONTO BROADBAND Voice Service not be listed in future editions of the directory

## 3.7 Priority Assistance

We do not offer priority assistance in respect of any Service. Priority assistance is for people who may be reliant on a telephone Service because of a serious medical condition – we do not recommend the Service in these circumstances. If you require priority assistance, you should contact an alternative service provider to see if they can assist you.

## 3.8 Phone Number Displays

- (a) We do not bar CLI on your Phone Service. If you wish to bar CLI you will need to contact Customer Service.
- (b) If CLI is not barred on your phone, your phone number may be displayed on the phone of the person you call or be traced or accessed using a call return feature.
- (c) When another person calls you, the phone number of that person may be displayed on your phone if that person has not barred CLI.

## 4. ACCESSING THE SERVICE

### 4.1 Connecting the Service

- (a) In order to connect to the Service, you must:
  - (i) connect or be connected to a Broadband Internet Service with enough available bandwidth to support the Service (minimum access speed of 256 kbps). The Service requires 110kbps downstream and upstream per single service in order to operate. If multiple services are provided the limits will be multiplied by the required number of services
  - (ii) be the account holder of the Access Line used to connect to the Service;
  - (iii) install the Required Equipment and/or software, using the Self Installation Kit we send you; and
  - (iv) if necessary, integrate your network and/or your equipment with the Service. For example, you may need to install additional wiring and/or reconfigure your data network equipment.

### 4.2 Transferring your Access Line to us

- (a) You acknowledge and agree there may be a delay between the date that you request us to supply the Service and when our Third Party Suppliers have completed all steps necessary to enable you to acquire the Service from us.
- (b) During the transfer from your Previous Supplier the Service may be interrupted. We will try to ensure that this interruption lasts for no longer than 1 hour. In some cases, inbound calls may be affected for an extended period of up to 2 days.
- (c) To the extent permitted by law, we will not be liable for any delay by, or any act or omission of your Previous Supplier or any Third Party Supplier in respect of the transfer of your Service to us.
- (d) 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 any services provided using the Access Line.

### 4.3 Relocation

- (a) Use of the Service in a location other than your Premises is permitted on a temporary basis only. Call charges for calls made to and from the Service will be made as if the Service is located at the Premises.
- (b) In the event that you require your Service to be permanently relocated to another location, relocation Fees will be applicable which may also involve issuing a new number allocated to the local exchange.

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- (c) If you move premises, you must give us sufficient notice of your new address before you move. If we are not given sufficient notice, you may not have access to the Service at your new address when you move.
- (d) Any applicable Early Termination Fee for the existing Service will be applied if we cannot provide, or you choose not to obtain, a Service at your new Premises.

## 4.4 Alarm equipment and monitored services

- (a) If you wish to use the Service in conjunction with alarm equipment or a monitored service, you may need to install additional equipment to be able to receive the Service.
- (b) Installation and operation of a monitoring service may cause temporary disruption to the Service.
- (c) It is your responsibility to check that the alarm equipment or monitored service is working following the installation or transfer of the Service.
- (d) To the extent permitted by law, we will not be responsible for any loss that you may suffer as a result of any alarm equipment or monitored service failing to work following the installation or transfer of the Service.
- (e) Any equipment that you supply for use in connection with the Service must comply with Australian Standards.

## 5. ASSIGNMENT OF PHONE NUMBERS

- (a) Subject to Clause 5(c), we will allocate a phone number to you for use with the Service.
- (b) All Phone Numbers that we allocate in connection with the Service are selected, issued and used in accordance with the requirements of the Telecommunications Numbering Plan.
- (c) If you request us to transfer your Existing Phone Number rather than allocate a phone number to you, we will consider your request. We are only able to transfer your existing number where it is legally and technically possible, and commercially feasible, for us to do so. In considering a request to transfer your Existing Phone Number, we will have regard to our obligations under the Telecommunications Numbering Plan and any applicable industry codes.
- (d) In the event that we transfer your Existing Phone Number to be used with the Service, you acknowledge and agree that:
  - (i) your Previous Supplier may charge you for transferring your Existing Phone Number and there may be other costs and obligations such as early termination fees payable to your Previous Supplier, you indemnify us against all such fees and charges; and
  - (ii) during the process of transferring your Existing Phone Number there may be a brief period when the Service is interrupted.
- (e) You acknowledge and agree that you do not have any proprietary interest in any phone number that may be used by you in connection with the Service and your use of that phone number is subject to regulation which may require us to vary, withdraw, suspend or reassign that phone number.
- (f) You may be able to transfer your phone number to another carrier, or carriage service provider by request with that carrier or carriage service provider. However, this is not always possible and you may lose your phone number.
- (g) We may charge you a Fee to transfer your phone number to another carrier or carriage service provider.
- (h) You must not cancel the Service before you transfer your phone number. The carrier or carriage service provider to which you have transferred your phone number will inform us that you have transferred your phone number and we will cancel the Service.
- (i) You can only transfer your phone number. You may not be able to transfer any Standard or Optional Features.
- (j) You may only transfer a phone number for which you are the authorised customer.
- (k) If you transfer your phone number to another carrier or carriage service provider, the underlying Broadband Internet service associated with the Service may be disconnected.

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## **FAULT REPORTING AND AUTHORITY**

### **6.1 Fault Reporting**

- (a) We will endeavour to repair any faults with the Service as soon as reasonably practicable and, where applicable, in accordance with our obligations under the Customer Service Guarantee.
- (b) If we investigate a fault and determine that the fault is attributable to a fault in your equipment, we may charge you for any costs we incurred in investigating and repairing the fault, including any costs incurred by requiring a technician to visit your Premises.

### **6.2 Authority to act on your behalf**

- (a) In order to for us to provide the Service to you, it may be necessary for us to deal with a third party in order to achieve one or more of the following:
  - (i) to require Preselection to be changed to or from us;
  - (ii) to terminate supply arrangements;
  - (iii) to request access to any of your account information held by your Previous Supplier; and
  - (iv) to deal with a third party in respect of, any faults, provisioning and service change requests or maintenance issues concerning your Phone Line or telecommunications services provided over your Phone Line.
- (b) You provide us with authority to act on your behalf where such authority is required for us to act pursuant to Clause 6(a), and you indemnify us against any Claim made by any person arising from or in connection with us acting pursuant to Clause 6(a).

## **7. PLANS AND PRICING**

### **7.1 Service charges**

Information regarding Call rates, accounts and billing is set out on our Website.

### **7.2 Variations**

- (a) You acknowledge that as a re-biller of the Service we must retain the right on a reasonable basis to vary the recurring charges (e.g. monthly rental) to the extent required to cover any changes in the amounts charged by our wholesale supplier.
- (b) Where this is necessary we will provide written notice to you of the changes and in order to continue using the service you must accept them. If you do not accept the changes you may cancel the Service without penalty.
- (c) We reserve the right to change the non-recurring charges (e.g. Call charges) without notice in accordance with our General Terms.
- (d) Our current Call Charges are available on our Website. We recommend checking our Website from time to time to confirm the current Call prices.
- (e) We may cease providing the Service in the event that our wholesale supplier ceases wholesale supply of the services.

### **7.3 Minimum term**

- (a) The minimum term over which you agree to acquire the VoIP Service (if any) is as specified in your Application.
- (b) We do not provide a pro-rata refund for the billing month during which you cancel the Service.
- (c) If you cancel the VoIP Service, you may lose any Bundling Discount applicable to a related service (such as a broadband service) or we may charge a fee for your cancellation of the VoIP Service under the Service Description for the related service.

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

- (a) 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.
- (b) If you have a silent line, your Phone Number and other unlisted service information will not be published in public number directories or disclosed by directory assistance, even though it must be provided to the IPND for the other uses referred to in clause 8(a). You must contact us if you wish to have your basic IPND data altered in any way.
- (c) The IPND is maintained by Engin. We will not be responsible for any breach by Engin of its obligations in relation to the IPND, including any publication or disclosure by Engin of IPND data in public number directories or directory assistance contrary to any instructions given by you.