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## STANDARD FORM OF AGREEMENT

### SERVICE TERMS – FIXED WIRE PHONE

#### 1. Fixed Wire Phone Service

- 1.1 ACN's Fixed Wire Phone Service (called 'Phone Service' on our Website) comprises the Services described in these Service Terms – Fixed Wire Phone including Local Access Resale and long distance telephony services. Note: We do NOT offer to supply Local Access Resale independently of long distance service and vice versa.
- 1.2 To the extent that Telstra's *Our Customer Terms* contains any additional terms and conditions (including charges and specifications) relating to the Fixed Wire Phone Service, which are not included in the Agreement and which are not inconsistent with the Agreement, those terms and conditions are deemed to be incorporated into the Agreement. Accordingly, some services and features, the charges, and the terms of access and use which form part of the Fixed Wire Phone Service may be amended from time to time as a result of changes to Telstra's *Our Customer Terms*.

#### 2. Supply of the Services

- 2.1 The Fixed Wire Phone Service will be provided to you if your premises are or can be physically connected, or if your Access Line is connected, to the PSTN. Additional Charges may apply if an Access Line must be installed or if the Access Line requires connection to the PSTN. Access to the Fixed Wire Phone Service is not available to services connected to the Integrated Services Digital Network (ISDN).
- 2.2 The Fixed Wire Phone Service comprises:
- (a) access and connection to the PSTN;
  - (b) the ability to make and receive telephone calls, including calls to special service numbers and premium services;
  - (c) a telephone number and a free listing of the telephone number in a telephone directory; and
  - (d) other services and calling features, as described in Telstra's *Our Customer Terms*.
- 2.3 The Fixed Wire Phone Service does not include calls made with an override code.
- 2.4 We provide most services and features available on the PSTN. The availability of a particular service or feature depends on the technical and commercial feasibility of providing that service or feature. These services and features have the same technical configuration, features and functions when supplied by us as when supplied by our Network Provider.

#### 3. Plans

- 3.1 Different Plans are available subject to technical availability and your customer classification (that is, Residential or Small Business), with variations in Charges and other terms and conditions. Information about our Plans (including applicable Charges) may be found on our
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Website. Any credits, discounts and bonuses applicable to a particular Plan cannot be accumulated beyond the month in which they are accrued. The value of these credits, discounts and bonuses cannot be transferred between customers or an individual customer's accounts, or redeemed for cash, even at account closure.

- 3.2 Where offered on a monthly invoicing period basis, the Charges and any applicable credits, discounts and bonuses are pro-rated according to the portion of the invoicing period over which the Plan was applied.
- 3.3 Some call and event types, including local calls where those calls are carried on a network other than that of the Local Exchange Carrier, international calls, global satellite calls, calls to special numbers (including but not limited to untimed calls which are not local calls), calls to premium numbers (for example, 1900 numbers), operator assisted calls, calls to Directory Assistance, and surcharges for the use of certain features are always ineligible for discounts and inclusion in prepaid calls, included calls and minimum monthly spend requirements unless we expressly say otherwise.
- 3.4 Should you inadvertently choose a Plan that is not available to you, or not available for your service type or customer classification, or your eligibility for a Plan changes, we may automatically change your Plan by applying the appropriate Plan to your Service, without notice to you.
- 3.5 You may switch to an available Plan upon request, subject to any specified notice period or special restrictions in relation to certain Plans as specified, and provided that you agree to pay any Plan change fee or early termination fee applicable to your existing Plan. We may waive this fee in limited circumstances at our discretion.

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