

**STANDARD FORM OF AGREEMENT****SERVICE TERMS –VOIP SERVICE****1. VOIP Service**

- 1.1 ACN's VOIP Service comprises the services described in these Service Terms – VOIP Service. The Service is a fixed location voice and video over Internet Protocol service providing the ability to make voice telephony calls to other parties connected to the Public Switched Telephone Network, voice telephony calls to other ACN VOIP Service customers in Australia and overseas, and video calls to other ACN VOIP Service customers in Australia and overseas.

**2. Supply of the Services****Not a standard telephone service**

- 2.1 The Service is different from a standard PSTN-based telephone service in important ways, and is subject to different regulatory treatment from the standard telephone service, which may limit or affect your rights, as set in in these Service Terms. The Customer Service Guarantee does not apply to the Service. When you applied for the Service, you agreed to waive any rights you may have under the Customer Service Guarantee in relation to the Service. We do not offer priority assistance services (as defined in industry code C609:2007) in relation to the Service.

**Availability**

- 2.2 The Service is only available to residential and personal (including small business) customers who have an compatible VOIP device ('VOIP Device') connected to an active broadband internet service at their premises with a minimum upload speed of 256kbps and minimum download speed of 1.5Mbps. Video calling is only available to other ACN VOIP Service customers with VOIP Devices in Australia and overseas capable of receiving video calls via the Service, and not to any other devices or networks.
- 2.3 For technical and commercial reasons the Service is available only in limited areas and is not available at all and may not be used in Tasmania, Northern Territory, Australian external territories, or outside Australia.
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**Emergency calls**

- 2.4 The Service provides access to 000 emergency calls services but has limitations compared to the access provided by standard telephone services. Given these limitations, you should have an alternative means of accessing 000 services.
- 2.5 If you dial 000 the Service will provide the emergency operator with location and call-back information based on the location information provided by you at the time you ordered the Service (as subsequently amended by you). If you move the Service to another location without informing us of the new location details then the location information provided to the emergency services will be incorrect.
- 2.6 When you register for the Service, you must provide us with the address of the physical location where you will be using the Service, and you must only use the Service from that location.
- 2.7 The Service, including 000 dialing, does not function in the following events:
- (a) a power failure or disruption;
  - (b) following a power failure or disruption and prior to the resetting or reconfiguration of your VOIP Device if required to restart it;
  - (c) service outages, service or port blocking, or service suspensions or terminations by your broadband provider or internet service provider;
  - (d) network congestion or reduced bandwidth affecting the service provided by your broadband provider or internet service provider;
  - (d) a Service outage, or suspension or termination of the Service by us in accordance with Our Terms.
- 2.8 In no event shall ACN, its officers, directors, employees or agents be liable for any claim, injury, damage or loss arising from or relating to 000 dialing unless the act or omission proximately causing the claim, damage or loss constitutes gross negligence, recklessness or intentional misconduct by ACN.

**Limitations on use**

- 2.9 The Service is not set up to function with non-voice systems including digital video recording systems, home security systems, medical monitoring equipment, fax machines and satellite TV systems. You agree that you have no claim against us for interruption or disruption of such systems by the Service.
- 2.10 The Service cannot be used:
- (a) for operator connected calls or reverse charges (collect) calls;
  - (b) for some data and fax services (including international fax calls using the prefixes 0015 or 0019);
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- (c) to call information services such as premium number services (including calls to 1901 or 1902 prefix numbers); or
- (d) to call a satellite phone, including those connected to Singtel Optus MobileSat, Inmarsat, Iridium, Globalstar or Thuraya.

### **3. Plans**

- 3.1 Different Plans may be 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 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, calls to special numbers (including but not limited to untimed calls which are not local 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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