

## Our Customer Relationship Agreement PHONE SERVICE DESCRIPTION

**iiNet Limited** ACN 068 628 937

Phone: 13 22 58

**TransACT Capital Communications Pty Limited** ACN 093 966 888

Phone: 13 30 61

**Westnet Pty Ltd** ACN 086 416 908

Phone: 1300 786 068

**Adam Internet** ACN 055 495 853

Phone: (08) 8434 4000

1/502 Hay Street, Subiaco WA 6008

**19 April 2018**

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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 16 of this Service Description.

### **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 of our CRA, and the other documents listed in clause 1.2 of the General Terms, also apply to the Phone Service.

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

- 1.3 The Phone Service comprises of the following Service options:
  - (a) the Preselect Service (for iiNet: iiPhone Preselect) which is described in clause 2;
  - (b) the Full Phone Service (including Business Phone and including the following residential plans, for iiNet: Home Phone, and the Legacy Services Phone-2, Phone-3, Phone Advantage, iiPhone and OzEphone Full Service; for Westnet: Phone Optima, Phone Premium, Phone 3; and the Legacy TransTALK Flex Service for TransACT customers) which is described in clause 3;
  - (c) the iiNet Telephony Network Phone Service (iiPhone) which is described in clause 4;
  - (d) the Netphone Service (Netphone and BusinessNetphone) which is described in clause 5; and

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- (e) the Business Voice Service which is described in clause 6.
- 1.4 Clause 2 does not apply to Westnet or TransACT customers.
- 1.5 Clause 4 does not apply to Westnet or TransACT customers.
- 1.6 Clauses 5 and 6 do not apply to TransACT customers.
- 1.7 Clauses 7 to 16 apply to all Phone Service options, unless otherwise stated.

### **Customer Service Guarantee**

- 1.8 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.
- 1.9 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).

## **2. THE PRESELECT SERVICE**

### **What is the Preselect Service?**

- 2.1 The Preselect Service enables you to select us as your Preselected carriage service provider for the provision of:
  - (a) national (STD), fixed to mobile, and international calls; and
  - (b) our other products and services from time to time listed on the Telephony Product List.
- 2.2 Calls made using the Preselect Service can terminate to:
  - (a) Australian national geographic numbers (by dialling the national area code relating to the call number and the called number), but excluding calls to numbers in the same Local Call charging zone or dialling areas;
  - (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).
- 2.3 All emergency calls dialled using the Preselect Service will be routed to Telstra.

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

- 2.4 The Service is subject to the interconnection arrangements between us and the relevant Supplier with whose Network the called number and the calling number is associated.
- 2.5 The Service is only available to customers who Preselect their Access Line to us. The Service is not available to customers whose local telephone service is provided via the Optus Cable Network or the Orange PSTN or any other Supplier's Network which is incompatible with our Network or the Service.
- 2.6 The Service does not include:
- (a) the ability to make or receive Local Calls; or
  - (b) the ability to make or receive modem calls.

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

- 2.7 After we accept your Application for the Service and, if you are already Preselected to another Supplier, receipt of your transfer authority authorising us to change your Preselection to us, we will try to connect the Service within a reasonable period.
- 2.8 Particular timeframes for connecting the Service may be set out in the Customer Service Guarantee.

### ***Accessing the Service***

- 2.9 You will have access to the Preselect Service if your Access Line is Preselected to us. The Preselect Service may be accessed on that Access Line by dialling the numbers referred to in clause 2.2.

### ***Service commencement and term***

- 2.10 You acquire, and we commence to supply, the Preselect Service:
- (a) if your Access Line was previously Preselected to another Supplier, from the date on which the Preselection is changed to us by the Local Exchange Carrier for that Access Line;
  - (b) if responsibility for the Access Line has been transferred to you and the Access Line was already Preselected to us, from the date on which you become legally responsible to the Local Exchange Carrier for the Access Line;
  - (c) if you have requested connection of a new Access Line and you have Preselected us, from the date on which the relevant Local Exchange Carrier connects your Access Line,

until the Service is cancelled or transferred in accordance with our CRA.

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

- 2.11 You acknowledge that there may be a delay between when you Preselect us and when the Preselection change is implemented by the Local Exchange Carrier. Similarly, if you wish to change your Preselection from us, there may be a delay

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between when you Preselect another Supplier and when that Preselection is implemented by the Local Exchange Carrier. We will not be liable for any delay by, or any act or omission of, the Local Exchange Carrier in respect of the implementation of a Preselection choice.

2.12 If you acquire the Service and accordingly change the Preselection of your Access Line to us, you will remain responsible to your previous Preselected Supplier for all charges for Preselected calls made on that Access Line until the Local Exchange Carrier changes the Preselection. Similarly, if you wish to change the Preselection of your Access Line away from us to another Supplier, you will remain responsible to us for all charges for Preselected calls made on that Access Line until the Local Exchange Carrier changes the Preselection.

2.13 If you vacate the Premises at which you have acquired the Service without first:

- (a) terminating supply of the Service by giving 30 days' notice; or
- (b) assigning the Access Line to an incoming tenant or owner in accordance with clause 10.3(b)(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 10.3(b)(A).

### 3. THE FULL PHONE SERVICE

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

3.1 The Full Phone Service 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 3 (**Local Access Call Service**); and
- (b) a long distance telephone service as described in clause 2 (**Preselect Service** or **Long Distance Service**),

(together, the **Service**).

3.2 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) the call types referred to in clause 2.1;
  - (B) untimed Local Calls;
  - (C) calls to 13 or 1300 numbers;
  - (D) calls to 1800 services (for example, calls to 1800, 18, 1223)
  - (E) calls to emergency services (for example, calls to 000 and Telstra only numbers);

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- (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.
- 3.3 Calls made using the Full Phone Service can terminate to:
- (a) the numbers referred to in clause 2.2; and
  - (b) numbers in the same Local Call charging zone as the calling number.
- 3.4 All emergency calls dialled using the Full Phone Service will be routed to Telstra.
- 3.5 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.
- 3.6 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***

- 3.7 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

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- (e) calls using an override code (such as 1414) are not supported on Netphone Services.
- 3.8 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.
- 3.9 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.
- 3.10 You acknowledge that if you are a customer on a Legacy broadband plan and you choose to add a Full Phone Service to your broadband plan, that you must also upgrade your Broadband Service to a currently sold broadband plan.
- 3.11 You acknowledge that if you are a customer on a Legacy broadband plan bundled with Legacy Phone Service, that you are required to upgrade to a currently sold broadband plan in order to upgrade to Home Phone.
- 3.12 You acknowledge that if you are an iiNet 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***

- 3.13 The Full Phone Service does not include any products or services listed from time to time on the Incompatible Product List.
- 3.14 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***

- 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 Local Access Call Service within a reasonable period.
- 3.16 Particular timeframes for connecting the Service may be set out in the Customer Service Guarantee.

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

- 3.17 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

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be accessed on that Resale Access Line by dialling the numbers referred to in clause 3.2.

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

- 3.18 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.

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

- 3.19 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.
- 3.20 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.
- 3.21 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.
- 3.22 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.
- 3.23 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.
- 3.24 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

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- (b) assigning the Resale Access Line to an incoming tenant or owner in accordance with clause 10.3(b)(A),

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 in accordance with clause 10.3(b)(A).

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

3.25 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
- (b) in connection with the installation, provision and maintenance or removal of the Service or a Telstra Facility.

3.26 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.

3.27 You must indemnify us against (and agree to pay us for) a claim by the owner or occupier of the Premises in relation to our or Telstra's entry onto those Premises.

3.28 The Service does not include the provision of cabling or equipment at the Premises.

3.29 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.

3.30 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***

3.31 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***

3.32 Telephone Support of the relevant iiNet Entity supplying the Service to you can be contacted on the number listed at the top of this Service Description.

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***

3.33 Call Packs are an add-on that can be applied to full phone service Home Phone, Business Phone, Netphone, Business Netphone, Naked iiTalk, Business Naked

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iiTalk, AdamTalk, Enhanced Fibre Phone & Business Enhanced Fibre Phone products, providing included calls for an additional monthly fee.

Existing customers adding a Call Pack to their existing eligible PSTN or VoIP service will see the changes applied at the start of their next billing cycle.

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.

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.

All included calls are subject to the Acceptable Use Policy.

### 4. THE IINET TELEPHONY NETWORK SERVICE

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

4.1 The iiNet Telephony Network Service provides you with a standard telephone service on Our Network as described in this clause 4 (the **Service**). This Service is only available to iiNet customers.

4.2 The iiNet 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) the call types referred to in clause 2.1;
  - (B) untimed Local Calls;
  - (C) calls to 13 or 1300 numbers;
  - (D) calls to 1800 services (for example, calls to 1800, 18, 1223);
  - (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 **iiNet Telephony Network**, including calls to our Netphone 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.

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

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- 4.4 Calls made using the iiNet Telephony Network Service can terminate to:
- (a) the numbers referred to in clause 4.2; and
  - (b) numbers in the same Local Call charging zone as the calling number.
- 4.5 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.
- 4.6 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***

- 4.7 The iiNet 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 iiNet 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 or Dialup 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 iiNet Telephony Network Service. We will use reasonable endeavours to notify you that we are exercising our rights under this clause.

- 4.8 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.
- 4.9 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.
- 4.10 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.
- 4.11 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***

- 4.12 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

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- (b) that Access Line and parts of Our Network necessary for us to be able to provide the Service to you are activated.
- 4.13 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.
- 4.14 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 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.
- 4.15 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***

- 4.16 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 4.22.

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

- 4.17 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***

- 4.18 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.
- 4.19 You are responsible to your previous supplier for, and indemnify us against, (and agree to pay us for) all charges billed by your previous supplier in relation to your access or use of the Access Line.

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4.20 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.

4.21 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
- (b) assigning the Access Line to an incoming tenant or owner in accordance with clause 10.3(a)(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 10.3(a)(A).

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

4.22 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.

4.23 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.

4.24 You must indemnify us against (and agree to pay us for) any claim by the owner or occupier of the Premises in relation to our or Telstra's entry onto those Premises.

4.25 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.

4.26 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.

4.27 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***

4.28 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.

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### 5. THE NETPHONE SERVICE

#### *What is the Netphone Service?*

- 5.1 The Netphone 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.
- 5.2 The Netphone 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);
  - (d) Calls to On-Net Numbers;
  - (e) Calls to Emergency Services (000);
  - (f) Calls to toll free call numbers (for example, 1300, 1800 and 13);
  - (g) Domestic satellite services; and
  - (h) a range of other telephone services and products described in the Pricing Schedule, including, where available Netphone telephone number/s, and provision of directory assistance and operator services.
- 5.3 You may choose to have a directory listing of the telephone number associated with your Netphone service. The telephone number associated with your Netphone 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 Netphone service listed in a telephone directory and you subsequently wish the telephone number associated with your Netphone 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 Netphone service not be listed in future editions of the directory.
- 5.4 Calls made using the Netphone Service can terminate to:
- (a) the numbers referred to in clause 2.2; and
  - (b) numbers in the same Local Call charging zone as the calling number; and
  - (c) On-Net Numbers.
- 5.5 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

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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***

- 5.6 You acknowledge and agree that our supply of the Netphone Service is on terms that:
- (a) you must also acquire from us one of our current Broadband Services;
  - (b) if your underlying Broadband Service is suspended, the corresponding Netphone Service is also suspended. When a Netphone Service is suspended only calls to 000 and customer support will function;
  - (c) cancellation of your underlying Broadband Service will result in the cancellation of the corresponding Netphone Service, and you may have to pay a Break Fee (as set out in the Pricing Schedule) if it is during a Contract Term;
  - (d) you must only use the Netphone Service at the physical location where we supply your Broadband Service;
  - (e) calls using an override code (such as 1414) are not supported when using the Netphone Service; and
  - (f) calls to 19xx numbers are not available.
- 5.7 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.
- 5.8 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 is not guaranteed. Your ability to access the Service and the quality of the Netphone 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.
- 5.9 You acknowledge that if you are a customer on a Legacy broadband plan and you choose to add Netphone to your broadband plan, then you must also upgrade your Broadband Service to a currently sold broadband plan.
- 5.10 You acknowledge that if you relocate your Broadband Service and move to a different call collection area, you will be assigned a new Netphone number. In being assigned a new Netphone number, if you have a broadband plan that is no longer

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for sale, you will be required to upgrade your Broadband Service to a currently sold service.

- 5.11 Due to significant incidents of fraud affecting VOIP services, when the Netphone Service is operated by the end user at a location outside Australia, calls will be restricted to destinations within Australia only (i.e. calls to all other international destinations will not be permitted).

### ***Required Equipment***

- 5.12 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.
- 5.13 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***

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

### ***Emergency Services***

- 5.15 You acknowledge and agree that:
- (a) the Netphone 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 Netphone 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 Netphone 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;
  - (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

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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 Netphone enabled modem/router prior to utilising the Service. For this reason, we strongly recommend that you do not disconnect your primary standard telephone service

- (f) if your Broadband Service is an NBN Service, and your connection is not working or is set up incorrectly or there is a power failure, the Netphone Service will not work until the NBN Service is restored (even if you have a battery backup unit).

### 6. THE BUSINESS VOICE SERVICE

#### *What is the Business Voice Service?*

6.1 The Business Voice 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.

6.2 The Business Voice 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
- (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 Business Voice telephone number/s, and provision of directory assistance and operator services.

6.3 Calls made using the Business Voice Service can terminate to:

- (a) the numbers referred to in clause 2.2; and
- (b) numbers in the same Local Call charging zone as the calling number; and
- (c) On-Net Numbers.

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

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

- 6.5 You acknowledge and agree that our supply of the Business Voice Service is on terms that:
- (a) quality or performance of the Business Voice service is not guaranteed if you use the service over an internet connection other than one of our current broadband products;
  - (b) calls using an override code (such as 1414) are not supported when using the Business Voice Service; and
  - (c) calls to 19xx numbers are not available.
- 6.6 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.
- 6.7 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.
- 6.8 Due to significant incidents of fraud affecting VOIP services, when the Business Voice Service is operated by the end user at a location outside Australia, calls will be restricted to destinations within Australia only (i.e. calls to all other international destinations will not be permitted).

### *Required Equipment*

- 6.9 To use the Service you must have installed a broadband connection.
- 6.10 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.
- 6.11 All equipment supplied remains our property, unless agreed otherwise.
- 6.12 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 of the Required Equipment yourself, the operation of that equipment and any repairs to it will be your responsibility.

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- 6.13 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).
- 6.14 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 equipment 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.

### ***Warranty***

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

### ***Emergency Services***

- 6.16 You acknowledge and agree that:
- (a) the Business Voice 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 Business Voice Service is not a substitute for a standard telephone service (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 Business Voice 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;
  - (e) the Service is not supported if operating across multiple sites due to the limitation of having a single service address identifying your location in the event of an emergency; and
  - (f) the Service will not be available in the event of a power failure or power outage, including access to emergency call services, if the power failure results in loss of internet connection. In the event that there is an interruption to the power supply and subsequent internet connection, the Service will not be available until power is restored. A power failure or disruption may require you to reset or reconfigure the Business Voice enabled modem/router prior to utilising the Service. For this reason, we strongly recommend that you do not disconnect your primary standard telephone service.

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### **7. UNREASONABLE USE**

#### ***Additional acceptable use requirements***

7.1 In addition to the iiNet Group Acceptable Use Policy referred to in clause 1.2(g) of the General Terms, your use of the Service is also subject to the following additional conditions:

- (a) You must not, and you must ensure that any person who uses your Service does not, unreasonably use our Services. We consider unreasonable use of our Services to include:
  - (A) residential plans being used other than for domestic use;
  - (B) using telephone systems capable of making multiple and/or simultaneous outbound calls over a single line via an IP PBX or similar software or hardware, when subscribed on a single-line business plan;
  - (C) single-line business plans being used by businesses for commercial use and/or activities which normally include incoming or outgoing telephone traffic greater than would be reasonably expected for a single-line business user; or
  - (D) running a telemarketing business or call centre, re-supplying or reselling the Service, or other similar activities (other than when you have notified us prior to completing an application and we have given our consent for you to use the Service in this manner).
- (b) Any breach of clause 7.1(a) in relation to the Service shall be deemed to be a breach of the iiNet Group Acceptable Use Policy referred to in clause 1.2(g) of the General Terms.

### **8. CHARGES AND BILLING**

#### ***Charges***

8.1 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.

8.2 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.

8.3 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***

8.4 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

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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.

### ***Bills***

- 8.5 We will endeavour to bill you on the same day each month commencing from the Service Commencement Date.
- 8.6 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 Website (Toolbox or MyAccount, as applicable to you) using the Call Tracker and is available 24 hours, 7 days a week.
- 8.7 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 8.6. You will need to use your username and password from your current Internet account to access this information.

### ***Payment***

- 8.8 You must pay the charges for the Service by direct debit payment from your credit card or nominated bank account.
- 8.9 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.
- 8.10 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***

- 8.11 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.

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

### ***Service availability***

- 9.1 We will use due care and skill in providing the Service. However, given the nature of telecommunications systems (including the Service's reliance on systems and

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services not owned or controlled by us), we cannot promise that the Service will be continuous, fault-free or accessible at all times or that the Service is available in each place within a Service coverage area. This clause does not limit your rights under the Australian Consumer Law or in relation to Interruptions to the Service, as set out in clauses 14.4 to 14.8 of the General Terms.

- 9.2 We are responsible for providing the Service up to the Network Boundary. You are responsible for all customer cabling. The “Network Boundary” for a Voice over Internet Protocol Service is the same as for the underlying Broadband Service. The “Network Boundary” for the Full Phone Service is the network boundary point as determined under section 22 of the *Telecommunications Act 1997* (Cth).

### ***Call Tracker***

- 9.3 You can monitor calls which you make using the Service by using the Call Tracker at our customer account management Website (Toolbox or MyAccount, as applicable to you). You must use your username and password provided by us in order to access the Call Tracker.

- 9.4 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***

- 9.5 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***

- 9.6 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 we are not able to resolve your complaint to your satisfaction, you may refer your complaint to the Telecommunications Industry Ombudsman or the ACMA.

### ***Credit***

- 9.7 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 our other Suppliers***

- 9.8 In respect of the Access Line available through the Full Phone Service or the iiNet Telephony Network Service, we are reselling Telstra or our other Suppliers’ services and, where there is a fault, we will therefore need to inform Telstra or our relevant Supplier of the fault report and request Telstra or our other Supplier to investigate and correct the fault. Telstra or our other Supplier may need to contact you about

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the fault report and you must provide Telstra or our other Supplier with the assistance and access to premises it reasonably requires.

- 9.9 In respect of the 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.

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

- 10.1 We may, without liability, cancel supply of the Service to you after giving you 21 days' notice, if:

- (a) you cease to acquire from us a current Broadband 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 4.7.

- 10.2 We may, without liability, immediately cancel supply of the Netphone Service to you by giving you 21 days' notice, if at any time you cease to acquire from us your Broadband Service.

- 10.3 You will cease to acquire:

- (a) the Full Phone Service or the iiNet Telephony Network Service:
  - (A) if we continue to provide the 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 Service, from the date from which Telstra or our other Supplier ceases to regard us as being contractually responsible to them for the Access Line.
- (b) the Preselect Service:
  - (A) if we continue to provide the Preselect 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 Preselect Service, from the date on which your new supplier notifies us that the Preselection change of your Access Line to your new supplier has been implemented.

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- 10.4 Our rights to suspend or terminate the Service under this clause 10, 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.

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

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

- 11.1 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.
- 11.2 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***

- 11.3 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.
- 11.4 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 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.
- 11.5 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 agree to 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.
- 11.6 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.
- 11.7 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***

- 11.8 We are not liable to you for any expense or loss incurred by you due to:

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- (a) any variation, withdrawal, suspension or reassignment of a Phone Number under clause 11.1; or
- (b) you ceasing to have the right to use a Phone Number pursuant to clause 11.4

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

#### *What is CLI?*

- 12.1 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*

- 12.2 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.

- 12.3 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);
- (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.

- 12.4 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?*

- 12.5 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.

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

- 13.1 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.
- 13.2 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 13.1. You must contact us if you wish to have your basic IPND data altered in any way.
- 13.3 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.

### **14. AGENCY**

- 14.1 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:
- (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.

### **15. CHANGE OF LESSEE**

- 15.1 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.
- 15.2 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));

## IINET GROUP CRA – PHONE SERVICE DESCRIPTION

- (c) when a Change of Lessee request requires us to add service/s to your existing account or a new account in your name.
- 15.3 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 service to the end user (commonly referred to as a churn of service);
  - (e) 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;
  - (f) because of a restraining order.
- 15.4 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.

## 16. DEFINITIONS

16.1 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)).

**Broadband Service** means a high speed internet connection provided by us, and includes NBN Fibre and NBN Fixed Wireless.

**Call Tracker** means the call management function on our customer account management Website (Toolbox or MyAccount, as applicable to you).

**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 or emailing us.

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

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

**iiNet 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.

**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 iiNet and Westnet customers of our Netphone Service.

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

**Our Network** means our Telephony 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.

**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 Netphone enabled modem/router or, if you do not have a Netphone 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.

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