Our Customer Terms

Standard Form of Agreement · Wholesalecomms Pty Ltd

This document sets out the terms on which Wholesalecomms Pty Ltd ("Wholesalecomms") supplies telecommunications services to its customers — the Standard Form of Agreement.

The full agreement follows on the next page.

How to contact us

Phone: 1300 722 173 (Mon–Fri 8:30am–5:00pm AEST)

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Our Customer Terms

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Version History

Version	Modification	When	Who
0.1	Initial Document Development	25/08/2015	SC
0.2	Product Terms & Conditions	19/10/2015	SP
0.3	Finalisation of all Policies	27/10/2015	SP
0.4	Internal Review	23/11/2015	SP
0.5	Release of Draft (Prior to Legal Review)	09/12/2015	SP, SC
1.0	Final Version for Release	16/12/2015	SP
1.1	Minor Updates	19/01/2016	SP
1.2	Final Review for Release	22/02/2016	SP
1.3	Updates to Our Customer Terms	13/07/2016	SP
1.4	Review Updates to Our Customer Terms and release	30/11/2017	SP, QD
1.5	Our Customer Terms Policies Update	10/09/2018	QD
1.6	Addition of Internet Lite offering	11/06/2019	IF
1.7	Review Updates to Our Customer Terms and release, addition of availability of Managed Cisco Meraki over NBN and optional Wireless backup	25/7/2019	IF, QD
1.8	Update of Our Customer Terms to include Avaya Cloud UC	01/10/2019	IF
1.9	Minor updates of Our Customer Terms	16/04/2019	IF
1.10	Addition of Managed Internet and SOHO Internet Bundle products	19/07/2020	IF
1.11	Addition of Telstra Internet Lite and Cirrus Wireless products	07/09/2020	IF
1.12	Updates to SIP Porting charges in 3. Number Porting Responsibilities	19/01/2021	IF
1.14	Update to ETF's charged for Managed Internet and SOHO	23/03/2021	IF
1..15	Introduction of Cloud Office UC	15/07/2021	IF
1.15.1	Update of Miscellaneous Charges including Early Termination Charges	20/08/2021	IF

General Terms & Conditions

Wholesalecomms (ABN:69 143 004 015) ("Us") will supply you with telecommunications services ("Services") on the terms and conditions set out below. Words not defined in these terms and conditions have the same meaning as in the *Telecommunications Act* 1997 (Cth) ("Telecommunications Act").

1. Our Contract with You

1.1. These terms and conditions form the basis of your contract with us as an Wholesalecomms customer ("Contract").

1.2. The Contract also includes your application/order form(s) or voice recording, which you complete and provide to us. We may accept and rely on a facsimile, email or scanned copy of the application or order form as if it was an original – and you'll be legally bound to that copy in the same way.

1.3. The Contract also includes our current applicable price list. The price list may change from time to time, but we'll notify you of any changes when they happen or prior to any such changes coming into effect. Copies of the price list are available from us, upon request.

1.4. The Contract is formed on the date we notify you we've accepted your application/you issue the first order form.

2. Service Description

2.1. Services will be supplied to you through the carriers or networks ("Carriers") that we nominate in writing from time to time. You agree that we:

2.1.1. May need to change Carriers to continue to deliver Services to you. We will notify you of such change, including who the new Carrier will be, in writing, prior to any change coming into effect.

2.1.2. Have your express authorisation to notify any relevant Carrier in respect of, and to effect, any such change.

2.2. We do not warrant that we will be able to supply Services and we are not liable for any failure to provide all or part of any of the Services, but, to the extent and to the standard that Carriers provide Services to us, those Services will be provided by us to you. When your connection is disrupted, we will do our best to reinstate our Services to you as soon as we can.

2.3. When using the Services, you agree:

2.3.1. to comply with all statutes, regulations, by-laws or licence conditions of any government body;

2.3.2. to not breach any person's rights or otherwise cause us or a Carrier loss, liability or expense; and

2.3.3. that our obligations to provide the Services cease when we transfer your account to another supplier and the other supplier takes over full billing of those Services.

3. Charges and Payments

3.1. You agree during the term of the Contract:

3.1.1.to be charged for the Services we provide to you, regardless of whether it is you who uses them, at our current prices;

3.1.2. if our charges are expressed as being exclusive of any taxes, that we can pass on to you the full amount of any taxes payable on the charges; and

3.1.3. to pay accounts for all of those charges (including any applicable taxes) by the date specified on the account ("Due Date").

3.2. If you dispute in good faith an amount on the account, you must let us know in writing, or by calling us, within seven days setting out reasons for the dispute and the amount in dispute. Excluding any dispute over any amount of a charge, you must pay the whole amount of each account by the Due Date.

3.3. If you don't pay the whole amount of your account by the Due Date, then we may charge a late payment fee of onto your invoice and suspend all, or part of your Services, until the outstanding amounts on the account are paid. Nothing in this clause affects our rights to terminate the Contract under clause 9.

3.4. If you don't pay the account by the Due Date, we also reserve the right (at our discretion) to adjust the prices you pay for the Services.

3.5. If you direct us to transfer any of the Services to another supplier, you will pay to us on receipt of an account under our normal payment terms:
3.5.1. all of our accounts up until the time we stop providing the Services;
3.5.2. all other proper charges that we become aware of after the date your Services stop that relate to the Services we provided to you; and
3.5.3. any early termination charges or fees associated with the cancellation of your service.
3.6. Payments are collected by our authorised billing and payments provider Telecom Billing (ABN: 42 144 043 863) (or such other authorised billing and payments provider advised by us to you from time to time) acting as authorised agents for us.

4. GST

4.1. In this clause, an expression defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* ("GST Act") has the same meaning.
4.2. Our prices are taken to be GST inclusive unless they are expressed to be 'GST exclusive', 'exclusive of GST', '+ GST' or similar.
4.3. Where any amount is GST inclusive, it's the gross amount, inclusive of any GST payable in respect of any taxable supply for which that amount is paid. Otherwise:
4.3.1.The consideration payable by you represents the value of any taxable supply where payment needs to be made.
4.3.2.If we make a taxable supply for a consideration, which represents its value, then you must pay the amount of any GST payable in respect of the taxable supply immediately.
4.4. If these terms require you to pay, reimburse or contribute to an amount paid or payable by us in respect of an acquisition of a taxable supply from a third party, the amount you must pay, reimburse or contribute will be the value of the acquisition by us less any input tax credit to which we are entitled plus, if our recovery from you is a taxable supply, any GST payable under this clause.
4.5. We may recover any GST payable under this clause in the same manner as our charges.
4.6. If the GST rate is changed per the GST Act, our rates to you will reflect the changes in GST.

5. Amending Terms and Conditions

5.1. Without limiting clause 3.1, we may vary, alter, replace or revoke any of these terms and conditions once we have given you 14 days written notice. We may interpret your ongoing use of the Services after that date as accepting the variation, alteration, replacement or revocation.

6. Credit Check

6.1. Before we accept your application, you have provided to us all information relevant to our assessment of your credit rating. You have consented to the following:
6.1.1.us obtaining a credit report from a credit reporting agency that contains personal information about you;
6.1.2. us giving to, and seeking from, any credit provider named in a credit report or in your application, information relating to your credit rating - including without limitation any information about your credit worthiness, credit history or credit capacity that credit providers are allowed to give or receive from other credit providers under the *Privacy Act 1988* (Cth) ("Privacy Act");
6.1.3. us making independent enquiries of third parties concerning your financial standing and for this purpose you have authorised and permitted such third parties to supply such information regardless of any confidentiality or privilege which applies to the information sought; and
6.1.4. us providing any information we obtain about you to the relevant Carrier.

7. Transfer of Services

7.1. When you transfer any services ("Transferred Services") from a Carrier, a telecommunications service provider or equipment supplier who supplies telecommunications services or equipment to you at the

time we accept your application ("Current Supplier"), you authorise us to sign on your behalf and in your name any forms required by the Current Supplier to transfer the Transferred Services as we direct.

7.2. You may also need to contact your Current Supplier once your account is activated with us to close off your services with them.

7.3. You agree to immediately pay to the Current Supplier any amounts owing for the Transferred Services up to the date of the transfer.

8. Limit on Liability

8.1. We do not exclude or limit:

8.1.1. the application of any provision of any statute (including the *Competition and Consumer Act 2010* (Cth), the Privacy Act or the Telecommunications Act) where to do so would go against that statute, or cause any part of this clause 8 to be void; or

8.1.2. direct losses and damages which arise only as a result of our gross negligence (which means where we commit an act or allow an omission to occur in reckless disregard of the consequences of the act or omission).

8.2. Except where clause 8.1 applies, we exclude all statutory liability, tortuous liability (including but not limited to liability in negligence), conditions and warranties implied by custom, the general law or statute, liability for all direct, economic, consequential or indirect losses, expenses, damages and costs incurred by you, arising out of or relating to the Services, any failure to supply or delay in supplying the Services, any delay in the connection or failure in the operation of the Services or out of or relating to the Contract.

8.3. Including, but not limited to, liability for gross negligence and except to the extent of clause 8.1.1 we are not responsible or liable for any indirect consequential or economic damages, including, without limitation, loss of income or profit or loss of actual potential business opportunities.

8.4. You acknowledge that any liability of any Carrier to you in relation to the Services is governed by the terms and conditions on which that Carrier from time to time supplies that service to its own retail customers.

9. Terminating the Agreement

9.1. We reserve the right to charge to you an administration fee, termination fee or any other charges incurred by us in providing the Services to you if you terminate your Contract before the full Contract term. The details on how the cancellation/early termination charges are calculated are provided in the applicable product section of these terms and conditions.

9.2. We may immediately terminate this agreement by written notice at any time if, without our prior written consent:

9.2.1. you breach any term or condition of the Contract;

9.2.2. a receiver or receiver and manager is appointed over any of your property or assets;

9.2.3. a liquidator or provisional liquidator is appointed to you;

9.2.4. you become bankrupt;

9.2.5. you enter into any arrangements with your creditors;

9.2.6. you assign or otherwise deal with your rights under the contract;

9.2.7. you cease to carry on business; or

9.2.8. there is a material change in your direct or indirect ownership or control.

9.3. We may also immediately terminate the Contract at any time by written notice if the Carriers stop providing the services necessary for us to provide them to you.

9.4. If we terminate the Contract in accordance with this clause and a Carrier arranges to supply you services other than through us, you acknowledge that:

9.4.1. the Carrier may not be able to make those arrangements immediately; and

9.4.2. once the Carrier has made arrangements, the services acquired by you from the Carrier will be acquired on the Carrier's then current tariffs and terms and conditions - and the Carrier will bill you accordingly.

10. Information

10.1. Without limiting clause 6.1, you agree to provide us with any information we ask for that relates to us providing the Services to you under this agreement.

10.2. You authorise and consent to the following:

10.2.1. us conducting a physical audit of the Services and any equipment supplied in respect of the Services if we consider it necessary;

10.2.2. us exchanging all information about you and the Services provided to you in our possession or control with Carriers if need be. This includes, but isn't limited to, your name, billing address, street address, relevant telephone numbers, any information obtained by us for the purpose of your application and the Contract; and

10.2.3. the Carrier exchanging with us any information in the Carrier's possession or under its control in relation to the Services including, without limitation, all your records and, in particular, exchange line details, account information, call charge records and call event records; and

10.2.4. Our use (and the Carrier's use) of the information referred to in clauses 10.2.2. and 10.2.3.

11. Assigning rights

11.1. Your rights under the Contract are personal – so you must not assign or attempt to assign any right or obligation under the Contract without our written consent. We will let you know in writing if we're assigning all or any of rights and obligations under the Contract at any time.

12. Warranty of Authority

12.1. You warrant that any persons signing this agreement on your behalf have full power and authority to bind you in respect of this agreement.

13. Our Equipment

13.1. Risk in any equipment provided by us or any third party to you for purchase or hire ("Equipment") passes to you once it's been delivered. You will accept any Equipment on the basis of these terms and conditions - and any additional terms and conditions we tell you about at the time of delivery.

13.2. Ownership (title) to any Equipment provided for purchase does not pass to you until all amounts owing to us under the Contract and the cost of such Equipment have been paid in full. Until then, the Equipment will be held by you as bailee for us.

13.3. If the Equipment is installed at premises occupied by you, you can't interfere with the Equipment or its installation.

13.4. If the advertised Equipment becomes unexpectedly unavailable, we may supply substitute Equipment that's substantially equivalent to the advertised Equipment.

13.5. If the advertised Equipment is not technically suitable for your situation, we may supply substitute Equipment that's substantially equivalent to the advertised Equipment.

13.6. You irrevocably grant to us, our agents and servants, leave and licence to enter premises occupied by you at any time and without notice - using reasonable force if necessary, to inspect, search for and re-take possession of any Equipment where payment is overdue. You shall indemnify us and hold us harmless against any loss or damage suffered by any person or company arising from re-taking such possession.

13.7. Once your Contract is terminated for any reason, you will immediately return all Equipment owned by us or make it available for our collection. If you don't do this within 30 days of the date of termination, you will be invoiced for the cost of the Equipment as applicable.

13.8. Where you have equipment on premises you occupy which is used by another supplier to provide you with services, we will disconnect that equipment when you transfer the services to us and we connect our Equipment (if any). You must let that supplier know immediately that you have transferred your services to us - and arrange for them to remove their equipment from the premises.

14. Installation and Connecting Equipment

14.1. This clause only applies if we expressly agree to install or connect Equipment.

14.2. We will install the Equipment at your site within a reasonable time after the delivery date to connect you to the Service during normal business hours in your area. You'll need to provide us with safe access.

14.3. You must prepare the site for the installation (in accordance with any directions or specifications issued by us) at your own expense, including providing:

14.3.1. appropriate electricity supply;

14.3.2. appropriate electrical and mechanical fittings;

14.3.3. appropriate environmental conditions;

14.3.4. a secure location for the Equipment, including if applicable a suitable point for mounting an external satellite dish without obstructions;

14.3.5. all facilities needed to locate of the Equipment;

14.3.6. access to all relevant personnel including your technical personnel; and

14.3.7. where necessary, permission for us and our representatives and agents to enter your site and install the Equipment - including making any minor physical modifications (within reason) to help us do that.

14.4. You warrant to us that as at the date of installation and connection to the service, you will have notified any relevant parties - and obtained all relevant permissions for us to enter onto your site, install Equipment and connect your service.

14.5. You must indemnify us against any claim made against us, or loss incurred by us (including legal cost on full indemnity basis), in connection with such entry and installation - except to any extent that we cause or contribute to it by:

14.5.1. our negligence; or

14.5.2. our breach of any applicable consumer standards.

14.6. You must obtain and maintain, at your expense, any permits, licences, approvals, authorisations, including local council planning approval needed to install and operate the Equipment and connection to the service.

14.7. If the installation has to be rescheduled because you breach this clause, we charge a reasonable amount for our additional costs.

15. Lost, Stolen and Damaged Equipment

15.1. You are responsible for any lost, stolen and damaged Equipment owned by us, unless it's caused by us or our personnel.

15.2. You'll need to pay us for Equipment that is lost, stolen or damaged, except if it is caused by us or our personnel.

16. Miscellaneous

16.1. Any notice, demand, consent or other communication that needs to be given to either party must be delivered personally or sent by prepaid mail or facsimile to the last-notified address of the other.

16.2. The Contract shall be governed by and construed in accordance with the laws of the State or Territory of Australia where the Services are connected - and the parties agree to the non-exclusive jurisdiction of the courts of that State or Territory of Australia.

16.3. The Contract contains yours and our, full understanding to the exclusion of any and all prior or collateral agreement or understanding relating to the Services, whether oral or written.

16.4. If any part of the Contract is found to be invalid or of no force or effect, the Contract shall be considered as though such part had not been inserted and the remainder of the Contract shall retain its full force and effect.

17. Authorised Representative

17.1. If you wish to appoint an authorised representative ("Authorised Representative") to deal with us on your behalf, you may do so.

17.2. Please consider carefully before authorising somebody to make changes to your account. An Authorised Representative you appoint can deal with us on your behalf as your agent (including making a complaint) and;

17.2.1. if you specifically give them limited rights; has only those rights (including any limitations you specify on access to your information); and

17.2.2. if you do not give them limited rights; has power to act and access information as if they are you.

17.3. We may also accept a person who holds an appropriate Power of Attorney or Guardianship Order as an Authorised Representative for a customer. You will need to forward a certified copy of the Power of Attorney or Guardianship Order to us - and we may need to have the documents checked before we can accept the appointment. Please ask for a copy of the form to add an Authorised Representative from our Customer Service team if you want to add an Authorised Representative to your account.

18. Personal Guarantee

Where you are a company ("Customer"), the persons named in the application form as directors of the Customer hereby jointly and severally guarantee to us:

18.1. payment of all amounts payable by the Customer under the Contract on the day and times and in the manner due thereunder; and

18.2. due and prompt performance and observance of any and all covenants, obligations, terms and conditions on the part of the Customer to be performed or observed pursuant to the Contract.

This guarantee will be a continuing guarantee and will not be released by any partial payment or by any neglect or forbearance on the part of us or any time or other indulgence granted by us to the Customer, nor shall we be required to first demand payment from the Customer as this guarantee will operate as an independent agreement which is in no way dependent upon the terms of any other agreement. You covenant to indemnify us and keep us indemnified from and against all actions, proceedings, costs, damages, expenses claims and demands whatsoever for or in respect of the non-payment of the said amounts or any part thereof or the breach, non-performance or non-observance of any of the said covenants or conditions of the Contract by the Customer.

Regulatory Compliance Statement

We are compliant with the C628:2019 Telecommunications Consumer Protections (TCP) Code ("TCP Code"), which applies to you if you meet one of the criteria below.

- You are an individual who acquires or may acquire a telecommunications product primarily for personal or domestic use; (and not for resale).
- You are a business or non-profit organisation which acquires telecommunications services from us for business purposes - other than for resale, and at the time of entering into a contract you;
    - Didn't have a chance to negotiate the terms of your contract with us; and
    - have or will have an annual spend with us of less than $40,000.

The telecommunications industry is a complex regulatory environment - but we are committed to keeping you informed about the nature of our service. If you need further information on anything contained below, please get in touch.

1. General

When we interact with you, we will always aim to:

- Communicate with you in plain language.
- Provide accurate, relevant and current information.
- Communicate with you in a way that is appropriate to your communication's needs.
- Ensure Our Customer Terms are available for download from our website.
- Comply with all applicable laws.
- Interact and communicate with you with respect and understanding – and we will promote this through:
    - Culture: Our staff will know full well that rudeness to Customers, and/or non-compliance with the TCP Code are not acceptable.
    - Disciplinary Action: We will make sure appropriate action is taken against staff who are rude to customers.
- Make it possible that you can appoint an authorised representative to act on your behalf - and that this authorised representative has the ability to act on your behalf as if they are you.

2. Communicating offers

We will communicate our offers (whether orally or in writing) clearly and accurately - and in a manner which is not misleading – so you can make an informed choice.

3. Summary of Offer

We will provide Critical Information Summaries which include the following information on our products & services:

- Information about the service
    - Description of the product or service.
    - In respect of the product or service offered.
        - The inclusions, exclusions, conditions and limitations of the product or service.
- Information about pricing
    - The minimum monthly charge of the product or service (if applicable)
    - The maximum monthly charge payable where calculable.
    - The maximum charge payable if the offers' terminated early.
    - Where the offer is not unlimited, the cost of making a 2-minute standard national mobile call (including flag fall) (if applicable).
    - For an included value plan, an estimate of the maximum number of standard national mobile calls (each 2 minutes in duration) that a customer can make.
- Other Information
    - A link to our website, where you can obtain call data and usage information or instructions on where you can obtain this.
    - Warnings about international roaming costs (if applicable).

- Our Customer Service contact details.
- Information about how to access our internal dispute resolution processes.
- Contact details for the Telecommunications Industry Ombudsman.

- Other relevant Information
  - We will provide any other relevant information to you about our product or service in an easily accessible way – including Product Description, Technical information, Billing & Payments, Usage, Warranties, Mobile Coverage, International Roaming. And if we are acting as a reseller, who the prime carrier of the service is as well.

Where any information that we have provided is inaccurate, we will correct this information as soon as possible - and send it to you in writing. Any complaints will be handled with an appropriate approach to the situation, which could mean terminating your contract with us without penalty.

4. Advertising

Our advertising will include all important conditions, limitations, qualifications and restrictions about the offer to enable you to make informed choices, and to avoid being misled. We will use clear and plain language when advertising our offers.

5. Selling Practices

Our sales representatives will promote and sell our products and services fairly and accurately - and will be able to communicate with you in plain language.

- Training: Our sales representatives will be appropriately trained on how to sell and promote services in a fair, transparent, responsible and accurate manner.
- Ongoing Monitoring: We will monitor our sales representatives on a regular basis to ensure their compliance.
- Complaints: We will monitor and track complaints to ensure emerging or systemic issues are addressed immediately.
- Accurate descriptions of products: Our sales representatives will give you accurate information about our products, services and offers.
- Appropriate behaviour: Our sales representatives will interact with you in a courteous, fair and accurate manner.
- Consent & Authority: Our sales representatives will obtain your consent, and confirm your authority to enter into a contract, prior to completing the sale.

6. Contracts

- Our Customer Terms will be available on our website.
- Our standard form of customer contract will be written in a plain language, be clear, consistent and contain all the terms & conditions of the product or service.
- Our standard form of customer contract will not include any unfair terms.

7. Priority Assistance

Priority Assistance customers are entitled to priority connection and fault repair of their telephone service. Wholesalecomms does not offer Priority Assistance.

If you require this service, please contact Telstra on 13 22 00 to assist with your connection.

8. Customer Service

- We will endeavour to answer all your enquiries in a timely and effective manner.
  - We will let you know how you can contact our Customer Service Team.
  - We will monitor our average wait times, so we can kept these to a minimum.
  - We will try to resolve any queries or complaints on first contact, and continually monitor to understand the root cause and to improve our first call resolution procedures.

    - We will keep records of interactions between you and our customer service teams to aid in assisting you.
    - We will train our staff to deal with your queries appropriately.
- We will seek feedback from you on how we deal with your enquiries and use this information to improve our processes and practises.
- We will ensure any personal information we store is protected from unauthorised use and is dealt with in accordance with all applicable privacy laws.

9. Billing

We are committed to providing our customers with clearly understood, accurate, timely and complete bills and billing related information.

- We will provide clear and easy to understand information about our pricing, billing, bill period and payment terms and options.
- Our bills are provided in paper form sent by regular post, or via email.
- We will provide historical billing information for up to 6 years from the date of your enquiry, including for a period of up to 24 months free of charge.
- Access to our customer service team will be provided at Untimed Call Rates.
- Our bills will include the at minimum the following information:
    - Your name & postal address
    - Your account number
    - Our trading name and ABN
    - Details on how you can contact us
    - Details of our hours of operation
    - The bill issue date and invoice number
    - The billing period
    - The due date for the current bill charges
    - The name of, or reference for, the plan or agreement for which the bill relates.
    - Details of charges, included call values, discounts and excess charges.
- Our bills will be issued and delivered to you within 10 working days of the billing period ending. If there is a delay in this occurring, we will grant you an extension on paying your bill.
- We will try to include all call charges relating to the current bill period into a current bill.
- We will not bill for charges older than 160 days from the date that charge was originally incurred.

10. Verifying Charges

- We will provide sufficient information and will be able to demonstrate and verify billing accuracy of our bills.
- We will provide all itemised charges unless we have agreed with you otherwise.

11. Payment Options

- We will offer at least one way to pay your bill that is free of charge.
- We will offer the ability for you to verify any payments you have made.
- We will apply payments within our billing system within 48 hours from the start of the next working day after we are notified of a payment.

12. Direct Debits

- We will ensure you can verify that a direct debit arrangement is in accordance with your authorisation.
- We will still issue a bill to enable you to verify all charges on your bill prior to the direct debit being processed.
- We will process the direct Debit as close as possible to your due date.
- We will enable you to cancel a Direct Debit authorisation by calling, email or faxed, and we will remove it within 3 working days of the request.

13. Credit & Debt Management

We provide access to the following spend management and security tools to help you manage or limit your spend with us if need be. Please note our notifications and billing information may be up to 48 hours old at the time of notification, this is as near to real time as is possible.

We will provide usage notification for national calls, SMS and data usage in Australia - but this does not cover any usage while overseas, or calls or SMS sent to overseas.

We will provide:

- Automatic usage SMS or email alerts at 50%, 85% and 100% within 48 hours of reaching this point - at no cost to you.
- Check your balance by calling our Customer Service Team – at a cost of a 1300 call.

You may choose to:

- Receive all or some of the notifications.
- Receive more notifications at different usage points of your choosing.
- Receive usage notifications via a different method.

You may also choose to:

- Automatically restrict your service or parts of your service once a specific spend threshold has been reached.
- Bar or restrict certain call types to better manage your spend.

14. Responsibly providing Telecommunications Products

- We will inform you about and undertake a credit assessment prior to providing you with a product or service.
- We will advise you of your liability in respect of the products and services being provided.
- If we restrict access to certain products or service as a result of your credit assessment, we will let you know of this at the time of application, and we will include ways in which this restriction can be removed - and the timeframes that this would take.
- If we need a security deposit as part of your application, we will provide information about the terms of the security deposit including details of interest payable, how the deposit may be forfeited and/or repaid within 5 working days.

15. Credit Management Process

We will provide a clear and defined credit management process which is available to you at no cost.

We will also provide information to you on:

- Your obligation to pay bills for telecommunications services by the due date.
- The fact that non-payment or repeated late payment of bills may have an effect on the provision of current or future telecommunications services.
- Details of our Financial Hardship Policy.
- We will provide notice, in writing by post or email and phone prior to restricting, suspended or disconnecting a service with at least 7 days' notice, unless you have pre-arranged a cut-off point based on a spend threshold.
- We will send a separate written disconnection notice before disconnecting a service for credit management purposes.

16. Fair Credit Management Processes

- We will ensure our credit management processes are fair and reasonable, and will conduct reviews of any suspensions, restrictions or action taken if you ask us to do so.
- If you are not satisfied with our review, we will let you know how you can make a complaint.

- We will not impose reconnection charges if your service is suspended or disconnected because of a mistake on our part.
- We will not commence credit management on any specified disputed amounts or amounts that are part of an open complaint.
- If we use third parties for debt collection, they will comply with these provisions and the provisions of the TCP Code.
- Our financial hardship policy is available on our website for our customers that are experiencing genuine financial hardship.
- We will assess financial hardship circumstances quickly and fairly.

17. Changing Suppliers

- We will obtain your consent and authorisation before transferring any services to us.
- We will inform you clearly and concisely:
    - That you are entering into a new contract by agreeing to the transfer.
    - The details of the services being transferred.
    - Our identity.
    - Whether there will be any disruption to your services as a result of the transfer.
    - Any equipment compatibility requirements and terms and conditions.
    - That you might have to pay a penalty or cancellation fee to your current provider.
    - Of the transfer process, our contact details, and the date of completion of the transfer on the day it occurs.
- During the transfer process we will keep you informed of any changes.
- We will notify you by email that the transfer's been completed on the day it occurs or on the day we have been told the transfer's complete (if we are relying on a third party).
- We will validate and check the accuracy of the transfer when it has occurred.
- We will keep records of the transfer and all details of the transfer for up to 2 years. You can request access to these records.
- If we are unable to transfer the service for any reason, we will let you as soon as possible - and what your options are.

18. Sale of our Business

If at any time our business is sold to another party or if part of a corporate re-organisation, we will notify you in writing prior to any transfer being initiated.

We will let you know:

- Our intention to transfer your service to the new supplier.
- Any details we have that might materially affect your service.
- Any impact the change has on your equipment.
- Contact details of the new supplier.
- The proposed date on which the transfer will take place and once it's been completed.
- Details on how you can log a complaint about any aspect of the transfer.
- Any details of termination rights that result from the transfer.

19. Change of Wholesale Supplier

We will let you know of any change to our wholesale supplier prior to the change being initiated:

- Our intent to transfer your service to the new supplier.
- Any details that we have that may materially affect your service.
- Any impacts the change has on your equipment.
- The proposed date on which the transfer will take place.
- Details on how you can log a complaint about any aspect of the transfer.

20. Complaint Handling

Please let us know if our service hasn't been at the level you'd expect, or you have any other concerns with us. We have a complaint management process in place to make we resolve any complaints properly. You can find out more in the Complaint Handling section of Our Customer Terms.

Privacy Policy

This statement is our privacy policy - which sets out how we manage your personal information and other information. Before we go into the details, we need to define a few terms.

1. Your Information

When we refer to "Your Information", we are referring to both your personal information, as defined under the *Privacy Act 1988* (Cth) ("Privacy Act"), and customer information, which is protected by Part 13 of the Telecommunications Act 1997 (Cth) ("Telecommunications Act").

2. Credit Reporting Policy

This sets out how we manage your 'credit information' and 'credit eligibility information' where this is relevant to you and is our credit reporting policy for the purposes of Part IIIA of the Privacy Act.

3. The kinds of information we collect and hold

Depending on the particular circumstances, we might collect and hold a range of different information about you. This can include your name, date of birth, contact details (including address, email address, telephone number or mobile telephone number), occupation, driver's license number, username or password, financial information (such as credit card or bank account numbers) and information about how you use our products and services.

We may occasionally need to collect additional information though - for example, as part of a user authentication process when you want to speak to one of our customer service personnel who need to access your account.

You might also need to provide personal information about other individuals to us (e.g. your authorised representatives). If this is the case, we rely on you to inform those individuals that you are providing their personal information to us - and to advise them about this statement.

Calls into and out of our offices are recorded for quality, monitoring and coaching purposes. You may request a copy of your recording by nominating the date and time of your call to our Customer Service team.

4. How we collect Your Information

We might collect Your Information in a number of ways, including:

- Directly from you (such as where you provide information to us when you visit one of our stores or websites, complete an application form or agreement for one of our services, or contact us with a query or request).
- From third parties like our related entities, business partners, credit reporting bodies (see our Credit Reporting Policy below), wholesale or other customers, or your representatives.
- From publicly available sources of information.
- From our records of how you use your products or services.
- When legally authorised or required to do so.
- From third parties we list in the section of this statement with the heading "When we disclose Your Information".

If you choose not to provide certain information about you, we might not be able to provide you with the products or services you need, or the standard of service we set ourselves to deliver.

5. How we hold Your Information

We may store Your Information in hard copy or electronic format, in storage facilities that we own and operate ourselves, or that are owned and operated by our service providers. We take reasonable steps to maintain the security of Your Information and to protect it from unauthorised disclosures.

While we take these steps to maintain the security of Your Information, you should be aware of the many information security risks that exist today - and take appropriate care to help us keep Your Information safe.

We may also collect personal information about you in accordance with the obligations under the data retention provisions of the *Telecommunications (Interception and Access) Act 1979* (Cth).

6. How we use Your Information

We might use Your Information for a range of different purposes, including:

- To verify your identity, or to conduct appropriate checks for creditworthiness and for fraud checking.
- To provide you with products and services to or information about these products and services, to assist you with the enquiries or purchases, to enhance your experience on our network, or to provide you with better customer service.
- To administer and manage the products and services we provide to you, to charge and bill you for them and to collect any amounts you may owe us.
- To monitor network use, quality and performance and to operate, maintain and develop, test and upgrade our systems and infrastructure.
- As authorised or required by the Telecommunications Act and other laws applicable to us.

7. How we use Your Information for Direct Marketing

We might also use Your Information so that we, our related entities, dealers and other business partners can promote and market products, services and special offers that we think will be of interest to you (which may include products, services and offers provided by a third party). This marketing may be carried out in a variety of ways (including by email, SMS/MMS, or social media or by customising on-line content and displaying advertising on websites) and could continue after you finish using any products or services from us (until you opt-out by calling or writing to us).

8. When we disclose Your Information

We may disclose Your Information to third parties who provide services to us, including organisations and contractors that assist us with the purposes for which we use Your Information. These include:

- Customer enquiries.
- Installation, maintenance and repair services.
- Mailing operations, billing and debt-recovery functions.
- Information technology and network services.
- Market research, marketing, telemarketing and door-knocking services.

9. We may also disclose Your Information

We may disclose Your Information:

- To your authorised representatives or advisers, or when you ask us to do so.
- To credit reporting bodies and fraud checking agencies, and to credit providers for credit related purposes including creditworthiness, credit rating, credit provision and financing.
- To our dealers, our related entities or our business partners.
- To other telecommunication and information service providers or to our wholesale or other customers from or through whom you may acquire products or services (for example, we may need to disclose Your Information for billing purposes).
- To the manager of the Integrated Public Number Database ("IPND"), and other organisations as required or authorised by law (please see www.acma.gov.au for more information).
- To law enforcement and national security agencies, and other government and regulatory authorities as required or authorised by law.
- To third parties as required by or in accordance with any industry code or industry standard registered under the Telecommunication Act.
- To government agencies for purposes associated with connecting new services to the National Broadband Network.
- To third parties who assist us to manage or develop our business or corporate strategies and functions, including our corporate risk and funding functions.

- As part of a transfer/sale of all or part of our assets or business.

10. How to access or correct your personal information or make a privacy complaint

If you would like to access any of your personal information that we hold or would like to correct any errors in that information, please contact us, so that we can consider and respond to your request. We may apply an administrative charge for providing access to your personal information in response to a request.

You can also use these contact details to let us know of any privacy complaint you have against us, for instance, if you think that we have failed to comply with the Australian Privacy Principles ("APP") or any binding APP code that has been registered under the Privacy Act. We are committed to acknowledging your complaint in a prompt manner - and we will give you an estimated timeframe for when we will respond to.

We will always do our best to resolve any complaints without needing to have third parties involved, but you may also be able to lodge a complaint with a relevant regulator such as the Australian Information Commissioner (www.oaic.gov.au) or the Telecommunications Industry Ombudsman (www.tio.com.au).

11. About this Statement

This statement is effective as at 1st September 2018. From time to time we may need to change this statement. If we do so, we will post the updated version on our website, and it will apply to all of Your Information held by us at the time.

Complaint Handling Policy

1. Introduction

We are committed to giving our customers with the best possible products, services and experience, every time they deal with us – and that includes handling complaints. This policy tells you more about our process if you get in touch with any concerns about our products or services.

A complaint means an expression of dissatisfaction regarding a product, service or the complaints handling process itself, where a response or resolution is expected. If there is any uncertainty, we will clarify with you whether you would like your concern managed as a complaint.

It's our goal to handle every complaint fairly, politely, objectively and efficiently.

2. Who can make a complaint?

Anyone who isn't satisfied with our products or services, or how we have handled your enquiry, can get in touch to lodge a complaint – including you.

If you'd like to nominate someone else to make or handle a complaint on your behalf, we might call or email you and ask for your permission to discuss your complaint with them.

We'll handle your complaint fairly, politely, objectively and efficiently – and provide help to anyone who needs to formulate, lodge and progress a complaint with us.

If you need help with making a complaint (e.g. if English is not your native language), you can contact us through an interpreter service or the National Relay Service.

If you have any other specific needs, please let us know – so we can best work out how to help.

3. Your legal rights

Nothing in this policy limits or detracts from your rights under the General Standard Terms & Conditions, the Telecommunications Act 1997 (Cth) ("Telecommunications Act"), the Competition and Consumer Act 2010 (Cth) or any other laws.

While we believe that our complaint handling procedures in this policy will provide a quick and effective resolution of your concerns, you don't have to follow them. You can choose to take independent action to enforce your rights instead.

4. How we will handle complaints

Our complaint handling policy aims to provide an efficient, fair and accessible mechanism for customer complaints.

Our Customer Service team will be your single point of contact - whether you would like to make a complaint about technical difficulties, billing issues, or our authorised dealers and staff.

Our main goal is to resolve most enquiries and complaints during your first call, and our Customer Service Representatives have the training and authority to deal with most problems and enquiries. That's not always possible, though – and if that's the case, we'll aim to have the complaint resolved within a timeframe that's agreed upon with you.

Our investigation will begin once your complaint has been assigned, and the time that we will spend on your complaint will depend on the seriousness and complexity.

We will not cancel your services when you make a complaint, to us, or to an external dispute resolution body.

To keep track of how we're handling complaints, our supervisors will:

- Randomly check records of complaints received by the Customer Service Representatives to make sure that a satisfactory solution been reached.
- Call back a cross section of customers to discuss how we handled the complaint – and to find out if we can do it better.
- Review every complaint that hasn't been resolved within our timeframes, and determine what action is needed to resolve them complaints quickly.
- Identify any systemic issues and implement new ways of improving our processes and training our staff.

5. How to take your complaint to senior team members

If you are not satisfied with how the Customer Service Representative has handled your complaint, you can request to be transferred to a supervisor. Once you have raised a matter with a supervisor, he or she will aim to resolve the complaint as soon as possible and within a timeframe agreed upon with you. The supervisor will deal with you personally - they will not pass messages through other staff.

6. Making complaints

If you need to make a complaint or would like to check on the progress of a complaint, please contact us by using one of the following methods:

Phone: **1300 891 445** 8:30am-6:00pm AEST Monday to Friday

Mail: Customer Care P.O. BOX 222 South Melbourne VIC 3205

Email: customerservice@wholesalecomms.net.au

Online: www.wholesalecomms.net.au

We will acknowledge your complaint immediately if you have made it over the phone, and within 2 working days if you have gotten in touch through any other channel (for example, by email, online or post) - including where you left a message with our afterhours messaging service.

If we can't speak to you directly, we will send you an email acknowledging your complaint and share our contact details so you can call us back.

When we acknowledge your complaint, we will give you a unique reference number or similar so you can easily follow up on your complaint. We will also give you an indicative timeframe for resolving your complaint. You can follow up on your complaint by using the contact phone number or email address on your most recent invoice.

We aim to resolve all complaints within 10 working days of the complaint first being received. If we are unable to meet this time frame we will explain why before that period ends - and provide you with a new expected time frame.

You can request your complaint to be looked at urgently:

- if you have applied to qualify as being in financial hardship under our Financial Hardship Policy and the issue you are complaining about directly contributes to the financial hardship you are experiencing, or
- if your service has been disconnected or is about to be disconnected and due process has not been followed.

In this case, we will agree with you on how to address the issue and implement all actions to fix the issue within 2 working days. If there is a delay, we will explain why and provide you with a new expected time frame. For longer delays, we will also inform you about your options for external dispute resolution - such as the Telecommunications Industry Ombudsman ("TIO").

We will provide written confirmation of the resolution, or proposed resolution, of your complaint within 5 working days if you ask for it.
If we are unable to contact you, we will write to you and let you know. We will also provide details of our contact attempts and ask you to contact us to discuss the complaint within 10 working days. If you don't contact us within this time, the complaint will be closed.

7. Monitoring the progress of your complaint

You will be provided with a unique reference number for your complaint, which you can use to track it's progress. You can monitor the progress of your complaint by calling our Customer Service Team.

8. Proposed Resolution

If we propose a resolution to your complaint, we will ask if you are satisfied with the proposed resolution. A proposed solution must be accepted by you before we are required to implement it. Once the proposed resolution is accepted, we will complete all steps to implement it within 10 business days. Once these steps have been taken, we will close your complaint.

9. Free of charge

We won't charge you for dealing with your complaint.

10. Taking appeals to external organisations

We believe that our internal appeal process will provide the quickest and most effective way to resolve complaints. If you are not satisfied with our review of your complaint, or with the way in which we have handled your complaint, you can ask the TIO to help.

You can refer a complaint to the TIO at any time – and do not have to go all the way through our review process before complaining to the TIO. You should note, however, that the TIO service is intended as a last resort for telecommunications subscribers with complaints and the position of the TIO is that you should raise a complaint with us before approaching them.

The intention of the scheme is that we try to settle the issue before it is taken to the TIO. If you believe that any complaint raises wider telecommunications policy issues or is outside the jurisdiction of the TIO, then you may wish to raise it with the Australian Communication and Media Authority.

To lodge a complaint with the TIO you can call on 1800 062 058 or visit the website www.tio.com.au or write to:

TIO
PO Box 276
Collins Street West
MELBOURNE VIC 8007

11. Frivolous or vexatious complaints

If, after careful consideration and appropriate internal escalation of a complaint, we reasonably conclude that:

- we can do nothing more to resolve the complaint or assist you; and
- your behaviour or complaint is frivolous or vexatious,

we may decide not to deal, or to deal further, with the complaint.

We'll contact you within 5 working days to let you know the reasons for our decision – and your options for resolving things externally.

Customer Service Guarantee

We want to provide the best customer service experience we can. We comply with the legislated requirements outlined in the Telecommunications (Customer Service Guarantee) Standard 2011 ("CSG Standard") and issued by the Australian Communications and Media Authority ("ACMA").

The CSG Standard specifies certain requirements to which service providers such as us, and our suppliers must adhere in relation to the provision and repair of Standard Telephone Services ("STS") and appointments related to these activities.

1. What types of services are covered by the CSG standard?

The CSG Standard applies to all telephone companies offering fixed line services and covers the STS provided by Telstra (known as PSTN) and five specified Enhanced Call Handling Features ("ECHF").

These features are:

- Call Waiting – enabling a customer to receive a second call on a telephone service while engaged on a call;
- Call Forwarding – causing a call directed to a number to be redirected to a stored number;
- Call Barring/Control – enabling a customer to control access to some, or all, network numbers before a call is established (this does not include network barring arrangements);
- Calling Number Display – enabling a customer to identify the number of a calling party; and
- Calling Number Display Blocking – enabling a customer to prevent the display of his or her number to a called party.

The CSG Standard applies to residential and small business customers with no more than five STS. A customer does not include a carrier or a carriage service provider.

The CSG Standard covers:

- connections and fault repairs of STS and the five specified enhanced call handling features; and
- appointments related to these activities.

For connections, STS are eligible regardless of what type of associated service is connected at the end of the service (e.g. internet or fax).

However, for repairs, only voice telephony faults are covered. This means that non-voice faults like internet access or fax faults are not covered by the CSG Standard.

2. What types of services are not covered by the CSG Standard?

The CSG Standard does not apply to data products, customer premises equipment, customer cabling, payphones, sophisticated business-oriented services, corporate virtual private networks, satellite services and mobile services. It also does not apply to activities past the network boundary point, including but not limited to, beyond the first telephone socket, the Network Termination Device (NTD) or the main distribution frame where applicable.

3. When does the CSG Standard not apply?

The CSG Standard does not apply in certain circumstances, including the following:

- when we, or our supplier, are required to undertake maintenance or upgrade a facility or network that is used to supply any given service and we have given reasonable notice;
- where delays are due to circumstances outside our or our supplier's control such as: damages to our or our supplier's facilities by a third party; natural disasters or extreme weather conditions (e.g. bushfire, flood, cyclones etc.);
- where delays are caused by us or our supplier needing to move staff or equipment to an area affected by circumstances beyond the control of us or our supplier;
- where we, or our supplier, are unable to obtain lawful access to land or a facility and where we, or our supplier, is required to comply with any law of the Commonwealth, State, Territory or Local Government;
- where a missed appointment occurs over a period of connection or repair delay for which a CSG Standard liability already applies;

- where you are connected by another carriage service provider to a standard telephone service and request we supply that service, the CSG Standard does not apply in respect of the connection timeframe;
- where you have agreed to waive your right to CSG Standard eligibility under the CSG Standard;
- where ECHF are not available due to existing network limitations;
- where you are able to activate the ECHF from your telephone handset or customer equipment;
- where you request connection of your telephone service and we have reasonable grounds for believing that you would be unable or unwilling to pay the charges for connection or use of the service;
- if you were disconnected for non-payment of a charge and we have not reached agreement for the payment of that charge;
- if you withhold agreement to an appointment offered by us or our supplier;
- if you fail to keep an appointment with us or our supplier; or
- if you unreasonably refuse our carrier access to your premises.

4. The guaranteed connection time frames as set out in the CSG Standard.

We aim to connect your STS and specified ECHF within time frames that meet the CSG Standard. These time frames are based on the service location, the of telecommunications infrastructure available and the spare capacity we, or our supplier, can use to connect your service (see table below). Infrastructure refers to systems and facilities used in providing telecommunications services. It includes radio distribution systems, network cables and lead-in cables to the customer premises.

If we envisage a delay in supplying you with an STS, we will notify you in writing what might the cause the delay and when we expect the infrastructure upgrade to be finished. We will also offer an alternative service arrangement like a call diversion to a mobile or fixed telephone service.

You may be entitled to a CSG Standard payment for every working day of delay beyond an agreed connection date. Please refer to "How much do we pay?" for more details.

We will apply the "guaranteed maximum connection periods" as set out below;

Service location	In-place connection	New connection with infrastructure and spare capacity	New connection without infrastructure or spare capacity
Urban	Within 2 working days after request	Within 5 working days after request	Within 20 working days (equivalent to 1 month) after request
Major Rural	Within 2 working days after request	Within 10 working days after request	Within 20 working days (equivalent to 1 month) after request
Minor Rural	Within 2 working days after request	Within 15 working days after request	Within 20 working days (equivalent to 1 month) after request
Remote	Within 2 working days after request	Within 15 working days after request	Within 20 working days (equivalent to 1 month) after request

Please Note: An in-place connection is a connection of a STS at a site where a previous working service has been cancelled by the previous account holder and is available for automatic reconnection or reactivation without the need for the service provider to do any other connection work at the customer premises, the local telephone exchange, or any places in between.

5. Customer Service Locations (definitions)

The various demographic categories as outlined under the CSG Standard are:

Service location category	Demographic size

Urban	Township/community grouping of 10,000 people or more
Major Rural	Township/community grouping of more than 2,500 people but less than 10,000 people
Minor Rural	Township/community grouping of 201 people or more but not more than 2,500 people within a standard zone
Remote	Township/community grouping of less than 200 people or township/community grouping located outside a standard zone

6. The guaranteed maximum fault repair periods specified by the CSG Standard.

We aim to repair faults or service difficulties on your STS and specified ECHF within time frames consistent with the CSG Standard. Please note that the CSG Standard does not cover non-voice faults or service difficulties such as modem and fax dropouts.

We will repair faults and service difficulties within specified time periods based on the service location (see table below).

If we envisage a delay in repairing your STS, we will notify you in writing of the reason for the delay and when we expect the infrastructure upgrade to be finished. We will also offer an alternative service arrangement such as a call diversion to a mobile or fixed telephone service.

You may be entitled to a CSG Standard payment for every working day of delay beyond an agreed repair date. Please refer to "How much do we pay?" for more details.

We will apply the "guaranteed maximum fault repair periods "as set out below.

Service location	Time for repair*
Urban	End of one full working day after report
Major Rural	End of two full working days after report
Minor Rural	End of two full working days after report
Remote	End of three full working days after report

*Service Restoration timeframes can be extended due to mass service disruptions where CSG Standard will not apply. See https://www.telstra.com.au/consumer-advice/customer-service/mass-service-disruption

Please Note: The time for repair relating to "end of one full working day after report" applies to all service locations where the fault occurs because of an administrative error by the telephone company - or if the fault can be fixed without the telephone company attending customer premises or undertaking internal or external plant work.

7. Appointments

We always try to keep agreed appointments when we are connecting or repairing your STS and specified ECHF.

If we or our carriers don't keep an agreed appointment, you may be entitled to receive a CSG Standard payment - and a new appointment may have to be arranged.

If an appointment time or location is changed either by you, by us, or our supplier with at least 24 hours' notice, or by agreement, you are not entitled to receive a CSG Standard payment.

For appointments, the CSG Standard allows the following grace periods as shown:

Service location	Appointment period	Grace period
All Locations	Less than or equal to 4 hours	15 minutes
Urban and Major Rural	Greater than 4 hours and less than or equal to 5 hours	None
Minor Rural and Remote	Greater than 4 hours and less than or equal to 5 hours	45 minutes

Please Note: The grace period is extended to 45 minutes, where there is a need to travel a long distance, like Minor Rural and Remote locations.

8. Notifying Us

When requesting a connection or reporting a fault, customers are required to contact us by 5pm on a working day for the specified connection and fault time frames to apply from that day. Customer requests received after this time will be taken to have been received the following working day. A working day is any day that is not a Saturday, a Sunday or a public holiday in the customer service area.

9. How much do we pay?

There is no need for you to contact us to lodge a CSG Standard claim. If we fail to meet our obligations under the CSG Standard we will credit your account, no later than 16 weeks after your STS is connected or the fault is repaired. You may request a refund from any credit balance that may appear on an invoice following our payment of the CSG Standard payment.

For connection, repair and appointment liability that has incurred on or after 31 October 2006, we are liable to make a CSG Standard payment to you in accordance with the CSG Standard in the following circumstances:

- If we fail to connect or repair your service within the specified time period or on an agreed date, you may be entitled to receive a CSG Standard payment of $14.52 (for residential/charity customers) or $24.20 (for business customers), for each working day that we miss, for the first five working days of delay. After the initial five working days of delay, you may be entitled to receive a CSG Standard payment of $48.40 (for all customer types) for each additional working day of delay.
- If only one ECHF is not connected or repaired within the specified time period or on an agreed date, you may be entitled to receive a CSG Standard payment of $7.26 (for residential/charity customers) or $12.10 (for business customers) for each working day of delay. After the initial five working days of delay, you may be entitled to receive a CSG Standard payment of $24.20 (for all customer types) for each additional working day of delay.
- If two or more ECHF are not connected or repaired within the specified time period or on an agreed date, you may receive a CSG Standard payment of $14.52 (for residential/charity customers) or $24.20 (for business customers), for each working day of delay. After the initial five working days of delay, you may be entitled to receive a CSG Standard payment of $48.40 (for all customer types) for each additional working day of delay.
- If an appointment is missed on a day that isn't related to any of the above circumstances where you're entitled to receive a CSG Standard payment, you may be entitled to receive a CSG payment of $14.52 (for residential/charity customers) or $24.20 (for business customers), for each missed appointment.
- The maximum CSG Standard amount payable under the CSG Standard is $25,000.
- The Goods and Services Tax (GST) introduced on 1 July 2000 does not apply to CSG Standard payments.

Financial Hardship Policy

1. Financial hardship

Financial hardship involves a situation where an individual person (not businesses) is unable to meet their financial obligations to us (for reasons such as illness, unemployment, domestic or family violence, or another reasonable cause) - but they reasonably expect to be able to do so with an adjustment to their payment and/or service arrangements. If you wish to claim financial hardship and adjust your payment / service arrangements, please contact us. Each situation will be assessed on a case by case basis – and there are no charges involved.

2. Our financial hardship policy

This policy helps us to work with customers who are experiencing financial hardship to pay their account over time, whether temporary or long term. We are committed to helping customers facing financial hardship maintain telecommunications access and to working with you to find a suitable solution. The help that we can offer you will depend on your individual circumstance.

3. Definition

The C628:2019 Telecommunications Consumer Protections (TCP) Code ("TCP Code") defines "financial hardship" as a situation where an individual person (not businesses) is unable, within reason, to meet their financial obligations to us under their contract. They expect, however, to be able to do so if their payment and/or service arrangements are changed.

Financial hardship can take place over a limited time or be long-term, and can be caused by:

- loss of employment, either for that person or a family member;
- family breakdown – including domestic or family violence
- illness - including physical incapacity, hospitalisation, or mental illness, either for that person or a family member;
- a death in the family; or
- unexpected or increased family commitments, because of circumstances like those listed above.

You can claim financial hardship if you think you can reasonably expect to be able to meet your financial and contractual obligations to us by changing your payment/service arrangements. If you are experiencing payment difficulties from time to time, you won't be eligible for financial hardship assistance under this policy. See our exclusions below.

Our policy aims to be flexible enough to accommodate each customer's individual circumstance. If you would like to claim financial hardship and adjust your payment/service arrangements, please contact us.

4. Information that is available

We can provide you with a summary of this policy either in writing or over the telephone if:

- you ask for it;
- you indicate to us that you are in financial hardship; and
- we consider that you may be eligible.

All our reminder notices include information about this policy.

5. Training

Our team members who are responsible for discussing financial hardship payment arrangements with you are fully trained in this policy.

6. Assessment and evidence of financial hardship

We will assess your eligibility for assistance on request under our financial hardship policy – considering your individual circumstances. As part of that assessment, we may request supporting documentation from you by post or email.

We'll only ask for this if:

- it appears that the financial arrangements will need to be long term;
- we consider the amount that needs to be re-paid is large or significant;
- you have not been our customer for very long; or
- we are concerned that there is fraud involved.

We consider the following to be evidence of financial hardship:

- evidence of an unforeseen change in your circumstances;
- in some cases, evidence that you have met with and/or are accompanied by a recognised financial counsellor; and
- documentary evidence - such as a statutory declaration from a person familiar with your circumstances (family doctor, priest, bank officer etc). This information must meet the criteria of the *Privacy Act 1988* (Cth) regarding how it has been collected, and is used and retained.

We may not be able to make an assessment of your circumstances if you do not provide us with the requested information. We may use the information you provide as well as other information available to us. Once we received all required information, we will let you know within 5 working days whether you are eligible for assistance under our Financial Hardship Policy.

7. Assistance from financial counsellors

If we believe you are experiencing genuine and long-term financial hardship, we may ask you to seek the help of a financial counsellor to discuss your situation – and hopefully benefit from this assistance.

The reasons why we may request that you seek their advice and assistance can include:

- when it is apparent that your financial situation is genuine, serious and permanent - and you need expert financial advice and counselling;
- it appears that you are paying us at the expense of other bills, and that you may need financial advice and counselling to make sure all of your bills are paid for you to maintain a reasonable standard of living. For example, it may be appropriate for you to work with the financial counsellor to decide which bills that need to be paid first; and
- we cannot agree a reasonable payment arrangement (i.e. the suggested payments and the length of time to meet your financial obligations) without a financial counsellor's assistance and advice.

Note: We won't ask you to ask a financial counsellor for advice every time a payment arrangement is being discussed, only where the conditions listed above are involved.

8. Establishment of financial hardship

Once it has been established that you meet our financial hardship criteria, we'll agree a suitable arrangement between you, your financial counsellor (if you have one) and our Credit team. You will be asked to keep to this payment arrangement.

Conditions

- You are an individual residential customer.
- The financial hardship process will be reasonable to both you and us.
- We want to maintain our relationship with you.
- We'll take into account your individual circumstances.
- We'll look to identify appropriate products or services for you that will enable you to retain a level of access and still manage your future communications spending.

The aim of any agreed financial arrangement is that the repayment should still cover your expected use of the service in the future - while continuing to reduce your debt.

Your obligations

- You acknowledge the debt and your obligation to repay it.
- You'll provide us with enough information for both parties to decide what constitutes a reasonable payment arrangement.
- You accept responsibility for reducing your phone usage to a level that you are able to pay, and you are prepared to take up relevant call barring options to achieve this.
- You accept the restricted level of access that we negotiate with you.
- You'll make repayments to us as agreed under the financial hardship arrangement.
- If you experience any further financial difficulty, you'll tell us immediately and we'll review your situation.

Our responsibilities

- We will ensure that none of your outstanding debt is in dispute.
- We will confirm that you are the person who is legally liable to pay the debt.
- We will not take credit management action whilst financial hardship arrangements are being discussed.
- If limiting access to some or all of your services, we'll ensure access is limited as agreed and the limitations are explained.
- We will provide you with a spend control option (e.g. call barring), or if available, a low-cost interim option until you can continue with your original payments.
- The arrangements will be ones that you can meet.
- We will look at temporarily postponing or deferring payments.
- We will look at waiving our disconnection and late payment fees.
- We will monitor your compliance with the financial hardship arrangement.
- We will not change the terms of the arrangement if you are meeting those terms.
- We will clearly explain the terms of the payment arrangement to you.
- We will ask you to contact us if your situation changes during the term of the arrangement.
- We will be willing and able to review the terms of the financial hardship arrangement if you tell us that your circumstances have changed.
- We will make sure you are fully informed of your rights and obligations under the arrangement.

We won't undertake credit management action, including listing of your debt with an external credit reporting agency, while a financial hardship arrangement is being actively discussed with us - or during the course of the financial hardship arrangement unless:

- you breach the terms of the arrangement;
- credit management action appears to be reasonable in the circumstances;
- you don't comply with the terms of the arrangement and don't notify us to re-negotiate, we'll take reasonable steps to contact you or your financial counsellor (if applicable) before taking further credit management action;
- we can't make contact – in which case we'll resume normal credit management action, including restriction or suspension of the service or termination of the contract. This action will be in accordance with our credit management policies and the credit management code; or
- your payment request, after negotiation, remains at greater than 12 months. At this point you could be referred to an external credit reporting agency, and your "statement of means" forwarded to the relevant agent.

It's also worth noting:

- payment arrangements for the settlement of all due balances must be made within of 12 months; and
- documents supporting your position must be on the official letterhead of the organisation assisting you with your claim.

Exclusions

Financial hardship does not apply to:

- Customers who wish to negotiate time to pay their bill within a short period of time (usually 3 months).
- People who are bankrupt.

Once we come to an agreement, we will put it in writing through a letter or email that's sent to you. You will need to let us know if your circumstances change (for better or for worse) during our arrangement.

We will not charge you for assessing or administering your financial hardship enquiry.

Internet Acceptable Use Policy

Please read this document carefully before accessing our network and systems. By using any of our internet services, you agree to comply with the terms of our acceptable use policy.

1. Purpose

This Internet Acceptable Use Policy ("Policy") sets out the rules which apply to use of our internet services ("Internet Services"), including your responsibilities and permitted and prohibited uses of those services.

Following this Policy means you and others can keep making the most of our Internet Services.

2. Application

This Policy applies to all customers who acquire Internet Services from us. Your obligation to comply with this Policy includes making sure any person who you let use your Internet Service complies with this Policy too.

Failing to comply with this Policy (including by any person who you allow to use your Internet Service) could lead to the suspension or termination of your Internet Service.

3. Responsible Usage

You are responsible for your actions on our telecommunications network ("Network") and any systems you access through your Internet Service. If you use your Internet Service recklessly or irresponsibly or your actions endanger any person or the integrity or security of our Network, systems or equipment, your access may be restricted, suspended or terminated, without prior notice.

In particular, you agree that you will not use, attempt to use or allow your Internet Service to be used to:

- store, send or distribute any content or material which is restricted, prohibited or otherwise unlawful under any applicable Commonwealth, State or Territory law, or which is likely to be offensive or obscene to a reasonable person;
- store, send or distribute confidential information, copyright material or other content, which is subject to third party intellectual property rights, unless you have a lawful right to do so;
- do anything, including do anything, including store, send or distribute material which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings;
- do anything else that is illegal, fraudulent or otherwise prohibited under any applicable Commonwealth, State or Territory law or which is in breach of any code, standard or content requirement of any other competent authority;
- store, send or distribute material, which interferes with other users or restricts or hinders any person from accessing, using or enjoying the internet, our services, Network or systems;
- forge header information, email source address or other user information;
- access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network;
- compromise the security or integrity of any network or system (including ours);
- access, download, store, send or distribute any viruses or other harmful programs or material;
- send or distribute unsolicited advertising, bulk electronic messages or otherwise breach your spam obligations set out in clause 4 - or overload any network or system (including ours);
- use another person's name, username or password or otherwise attempt to gain access to the account of any other customer;
- tamper with, hinder the operation of or make unauthorised modifications to any network or system;
- host or assist in the hosting of a Tor relay and/or exit node; or
- authorise, aid, abet, encourage or incite any other person to do or attempt to do any of the above acts.

4. Spam

In this Policy, "Spam" includes one or more unsolicited commercial electronic messages to which the *Spam Act 2003* (Cth) (“Spam Act”) applies. Any variations of the word "Spam" have corresponding meanings.

5. Codes of Practice

The Internet Industry Codes of Practice registered with the Australian Communications and Media Authority ("ACMA") set out how internet service providers, such as us, and email service providers must address the sources of Spam within their own networks. They also require internet service providers and email service providers to give end-users information about how to deal with Spam so they can make an informed choice about their filtering options.

6. Suspension or Termination

This Policy prohibits you from using your Internet Service to send Spam. If you breach this prohibition, we may suspend or terminate your Internet Service. The circumstances in which we may do so are set out in section 16 below.

7. Reducing Spam

You can reduce the amount of Spam you receive if you:

- do not open emails from dubious sources;
- do not reply to Spam or click on links, including ‘unsubscribe' facilities, in Spam;
- do not accept Spam-advertised offers;
- block incoming mail from known Spammers;
- do not post your email address on publicly available sites or directories. If you need to do so, look for options, such as tick boxes that allow you to opt out of receiving further offers or information;
- do not disclose your personal information to any online organisation unless they agree (in their terms and conditions or privacy policy) not to pass your information on to other parties;
- use separate email addresses for different purposes, such as a personal email address for friends and family and a business email address for work;
- install a Spam filter on your computer to filter or block Spam. We strongly recommend that you install a Spam filter on your computer, even if you receive a Spam filtering service from us. Information on the availability of anti-Spam software for end-users is available at the Internet Industry Association (“IIA”) website.
- report any Spam you receive to us or to ACMA (see "Complaints" below); and
- visit the ACMA website (http://www.acma.gov.au/Industry/Marketers/Anti-Spam) for more information on ways to reduce the volume of Spam you receive, including how to:
    - reduce Spam if you operate a website; and
    - avoid becoming an accidental Spammer.

8. Your Spam Obligations

You agree that you will use your Internet Service in compliance with the Spam Act and will not engage in practices which would result in a breach of the Spam Act. In particular, you agree that you will not use, attempt to use or allow your Internet Service to be used to:

- send, allow to be sent, or assist in the sending of Spam;
- use or distribute any software designed to harvest email addresses;
- host any device or service that allows email to be sent between third parties not under your authority or control; or
- otherwise breach the Spam Act or the *Spam Regulations 2004* (Cth) (your "Spam Obligations").

You agree to do your best secure any device or network within your control from being used in breach of your Spam Obligations by third parties, including where appropriate:

- installation and maintenance of antivirus software;
- installation and maintenance of firewall software; and
- applying of operating system and application software patches and updates.

We may scan any IP address ranges allocated for use with your Internet Service to detect any open or otherwise misconfigured mail and proxy servers. If we detect an open or misconfigured mail or proxy servers, we may suspend or terminate your Internet Service.

9. Excessive Use

You must use your Internet Service in accordance with any download or capacity limits stated in the specific plan that you subscribe to. We may limit, suspend or terminate your Internet Service if you unreasonably exceed those limits – or excessively use the capacity or resources of our Network in a way that could hinder or prevent us from providing services to other customers, or may pose a threat to the integrity of our Network or systems.

10. Security

You are responsible for maintaining the security of your Internet Service – including protecting your account details and passwords, as well as any unauthorised usage of your Internet Service by a third party. We recommend that you take appropriate security measures, like installing a firewall and using up to date anti-virus software. You are responsible for all charges incurred by other persons who you let use your Internet Service – including anyone you've disclosed your password and account details to.

11. Copyright

It is your responsibility to make sure that you do not infringe the intellectual property rights of any person through material that you access or download from the Internet and copy, store, send or distribute using your Internet Service.

You must not use your Internet Service to copy, adapt, reproduce, distribute or otherwise make available to other persons any content or material (including but not limited to music files in any format) which is subject to copyright or do any other acts relating to that copyright material which would infringe the exclusive rights of the copyright owner under the *Copyright Act 1968* (Cth) or any other applicable laws.

You acknowledge and agree that we have the right to immediately cease hosting – and to remove from our Network or systems – any content that we've received a complaint or allegation about for infringing copyright or any other intellectual property rights of any person.

12. Content

You are responsible for determining the content and information you choose to access on the internet when using your Internet Service.

It is your responsibility to take all steps you consider necessary (including the use of filtering programs) to prevent access to offensive or obscene content on the Internet by children or minors who you allow to use your Internet Service. You can find out more about content filtering products at the IIA website.

You must not use, or attempt to use, your Internet Service to make inappropriate contact with children or minors.

You are responsible for any content you store, send or distribute on or via our Network and systems including, but not limited to, content you place or post on web pages, email, chat or discussion forums, bulletin boards, instant messaging, SMS and Usenet news. You must not use such services to send or distribute any content which is prohibited, deemed obscene or offensive or otherwise unlawful under any applicable Commonwealth, State or Territory law, including to send or distribute classes of restricted content to children or minors if that is prohibited or an offence under such laws.

Failing to comply with these requirements may lead to your Internet Service being immediately suspended or terminated without notice. If we have reason to believe you have used your Internet Service to access child pornography or child abuse material, we are required by law to refer the matter to the Australian Federal Police.

13. Regulatory Authorities

You must label or clearly identify any content you generally make available using your Internet Service in accordance with the applicable classification guidelines and National Classification Code (issued pursuant to the *Classification (Publications, Films and Computer Games) Act 1995* (Cth)) or any industry code which applies to your use or distribution of that content.

Commonwealth legislation allows ACMA to direct us to remove any content which is classified, or likely to be classified, as 'prohibited', from our Network and servers. We also co-operate fully with law enforcement and security agencies – including any court orders for the interception or monitoring of our Network and systems. We may take these steps at any time without notice to you.

You must not hinder or prevent us from taking all the necessary steps to comply with any direction from ACMA or any other law enforcement or security agency. You acknowledge we reserve the right to limit, suspend or terminate your Internet Service if there are reasonable grounds for suspecting that you are engaging in illegal conduct or where use of your Internet Service is subject to any investigation by law enforcement or regulatory authorities.

14. Complaints about content

If you have a complaint about content accessible using your Internet Service you can contact ACMA by filling out an online complaint form at acma.gov.au, emailing online@acma.gov.au or faxing your complaint to the ACMA Content Assessment Hotline Manager on (02) 9334 7799. Please note that all complaints to ACMA must be in writing. You may also report a complaint about content via email.

15. Complaints about Spam

All internet and email service providers are required by the Internet Industry Code of Practice to maintain an "abuse@" email address (or other email address as notified by the service provider) so that end users to report Spam. If you think you have been sent Spam by one of our subscribers, please contact us by emailing abuse@ausinternet.net.au. If you think you have been sent Spam by a subscriber of another internet or email service provider, you can report it by emailing that service provider at their "abuse@" email address or other email address as notified by the service provider for that purpose.

You can report or make a complaint about Spam you have received by contacting ACMA by filling out an online complaint form at acma.gov.au or via the ACMA Spam Reporting System Spam Matters.
You may also make complaints to other bodies about Spam where the content is in some other way offensive or contrary to law. For example, you may complain to ACMA about Spam that contains content you believe is offensive or relates to online gambling.

You can report a Spam message that contains fraudulent or misleading and deceptive content (for example, email scams) to the Australian Competition and Consumer Commission (“ACCC”) via the ACCC website by phoning 1300 302 502 (business hours, Monday to Friday).

The Australian Securities and Investment Commission (“ASIC”) also deals with certain complaints about the contents of Spam messages, particularly with regard to fraudulent conduct by Australian businesses. The ASIC website outlines the types of complaints they deal with and has an online complaint form: www.asic.gov.au (click on 'Complaining About Companies or People').

If you are concerned that your personal information has been misused to send you Spam, the Office of the Australian Information Commissioner (“OAIC”) recommends that you complain to the organisation first, especially if you know how to contact it and have had dealings with it in the past about other goods or services. If the matter is not resolved adequately, you can visit the OAIC's website for details on how to make a complaint.

16. Suspension or Termination

We reserve the right to suspend your Internet Service if you are in breach of this Policy, provided that we will first take reasonable steps to contact you and give you the opportunity to rectify the breach within a reasonable

period. What is reasonable in this context will depend on the severity of the problems being caused by the breach (for example, if you commit a serious or continuing breach, it may be reasonable to immediately suspend your Internet Service without notice to you).

If we notify you of a breach of your Spam Obligations, we will, at your request and to the extent we are reasonably able, supply you with information as to the nature of open relays and suggested resolutions to assist you to comply with your Spam Obligations.

Our right to suspend your Internet Service applies regardless of whether the breach is committed intentionally, through misconfiguration, or by other means not authorised by you including but not limited to through a Trojan horse or virus.

If your Internet Service is suspended and the grounds upon which it was suspended are not corrected by you within seven days, we may terminate your Internet Service. In the event your Internet Service is terminated, you may apply for a pro rata refund of any pre-paid charges for your Internet Service, but we will have the right to levy a reasonable fee for any costs incurred as a result of the conduct that resulted in the suspension.

17. Changes

We may vary this Policy by updating these conditions on our website or elsewhere in accordance with the notice provisions of your service agreement with us. Continuing to use your Internet Service after this notice will constitute your accepting of the changes.

Fair Use Policy

This Fair Use Policy ("Policy") applies to all services provided by us.

It is important to us that all eligible customers are able to access our services. Accordingly, we have devised this Policy which applies to:

- using our services and plans; and
- any promotions or services which are advertised by us as subject to this Policy ("Fair Use Promotions").

We reserve the right to vary the terms of this Policy from time to time.

We may rely on this Policy where:

- your usage of our services is unreasonable; or
- your participation in a Fair Use Promotion is excessive or unreasonable, as defined below.

1. Unreasonable Use

Unreasonable use of our services is usage that's reasonably considered by us to be excessive or fraudulent or could adversely affect our network or other customers' use of or access to any of those services or network.

Among other things, "fraudulent use" includes resupplying one of our services without our consent so that someone else may access, or use, our data services or take advantage of a Fair Use Promotion.

2. Our Rights

If you're in breach of this Policy, we may contact you to discuss changing your usage – so that it meets the terms of this Policy.

If your excessive or unreasonable use continues after we've contacted you, we may (without further notice to you):

- suspend or limit the service (or any feature of it) for any period we think is reasonably necessary; and/or
- terminate your agreement with us.

Porting

"Porting" is defined as the transfer of a service from one carrier network to another carrier network.

1. Local Number Portability (LNP)

- The Porting of your telephone number(s) will be conducted in accordance with the "Australian Communications Industry Forum, Industry Code – Local Number Portability C540:2013" ("LNP Code") and any bilateral arrangements. Subject to the terms and conditions of the standard agreement, you may Port your telephone number(s) from your previous supplier to us if that telephone number(s) is declared Portable under the Telecommunications Numbering Plan 2015 and no exemption has been granted by ACMA.
- If you want to Port your telephone number(s) from us to another supplier, then you must contact that other Supplier. Porting from us to another supplier will be conducted in accordance with the LNP Code and any other bilateral agreements.
- In order for us to Port your telephone number(s) you need to complete and sign the relevant application forms – which also includes authority for an Emergency Return. This form must be completed in accordance with the LNP Code and any other bilateral agreements so that the Port can go ahead.
- In accordance with the LNP Code, a request for Porting shall be rejected if:
    - the request is for the Porting of out of Area Numbers;
    - the request is for the Porting of a Non-Portable telephone number;
    - the LNP Code requires the request to be rejected; or
    - we cannot otherwise provide portability for that Telephone Number(s) in that circumstance.
- We're able to provide you with the facility to implement the Porting of your Telephone Number(s) outside of your normal business hours of operation if need be. Additional costs apply and are priced on application.
- We can't Port your Telephone Number(s) and move the address of your telephone number on the same day.
- If your telephone number(s) is inactive at the time of the Porting, you need to let us know as soon as the phone number(s) becomes active.
- We reserve the right to charge you for the Porting of a telephone number(s).
- You acknowledge that by Porting the telephone number(s), any DSL Spectrum Sharing Service associated with that telephone number(s) is disconnected and could lead to the finalisation of the customer's DSL/Spectrum Sharing account for the service.
- You acknowledge that while you have the right to Port your telephone number(s) to us, there may be costs and obligations associated with the Port – which could include early termination fees and Porting Fees.
- You understand that there may be fees and charges raised in accordance with the LNP Code and agree that you're responsible for any such fees and charges. These include, but aren't limited to:
    - any outstanding call charges with your current provider;
    - an early termination fee under your existing contract with your existing provider; and
    - a fee to Port your telephone number, which may be charged by either your previous provider or your new provider.

2. LNP Emergency Return

- Before signing our application forms, you must negotiate and agree with your previous supplier that the service that could be provided if an LNP Emergency Return (as defined below) is needed.
- If you've Ported your telephone number away from us, the terms and conditions set out in the standard agreement will apply to the service if an LNP Emergency Return to us is needed.
- If an LNP Emergency Return sends you back to your previous supplier, you might experience an extended outage while the service from your supplier is restored.
- We'll always try to help you out if an LNP Emergency Return sends you back to us and you experience an extended outage whilst the telephone numbers from us are being restored.

- In accordance with the LNP Code and any other bilateral agreements, in the event of an LNP Emergency Return to your previous supplier, we:
    - will notify your previous Supplier of the LNP Emergency Return equipment; and
    - aren't liable to you, or any person claiming through you, for any direct or indirect damage, loss, costs or expenses or other liability in contract, tort or otherwise, relating to the LNP Emergency Return (including the negligent act or omission by us).
- In the event of an LNP Emergency Return to us, we:
    - aren't responsible for any period of outage; and
    - aren't liable to you, or any person claiming through you, for any direct or indirect damage, loss, costs or expenses or other liability in contract, tort or otherwise, relating to the LNP Emergency Return (including the negligent act or omission by us).
- The following LNP Emergency Return Charge is payable:
    - Emergency Return per line: $305.00.

3. Number Porting Responsibilities

- You must support us in booking your PABX maintainer for the port cut-over if requested, at your cost, and agree to a port-cut-over time outlined in an Implementation Schedule.
- We may ask you to perform a customer site audit of the services to be Ported to us – and potentially provide a signed, written report of the services to be Ported to us. If the information is incorrect then your port may fail or need to be rescheduled and a Port Reschedule Charge will apply.
- If you need the Local Number Porting cut-over process to take place outside 9am-3pm on Business Days, an after-hours cut-over charge of $495.00 may apply. There might also be additional charges which are priced on application.
- Once your Local Number Porting time is agreed in the Implementation Schedule, a Port Re-Scheduling Charge will apply if:
    - you or your PABX maintainer request a re-schedule; or
    - incorrect information provided by you or your PABX maintainer in the customer site audit causes the port to be rescheduled.
- The following Port Rescheduling Charges are payable if the request has been made after the port has been confirmed:
    - Vocus and Engin SIP services
        - $185 per Port request – port request can include one or more numbers to be ported
    - Cloud PBX and Cloud Office UC services
        - Rescheduling a port of up to (and including) 10 lines: $550.00.
        - Rescheduling a port of over 10 and up to (and including) 20 lines: $1100.00.
        - Rescheduling a port of over 20 lines: $2445.00.

4. Authorisation

- You certify that you have the authority as lessee of the telephone numbers listed on this form, or as the authorised agent for the lessee, to request Porting of these telephone numbers to us – and that you or the lessee (as the case may be), don't have a contractual obligation with another carrier or service provider, relating to these telephone numbers.
- If you ask us to Port the telephone numbers listed, you understand that Porting will lead to these telephone numbers being disconnected from your current carrier – and the current account(s) may be finalised. You indemnify us against any loss or damage it may suffer as a request of any information included in this form or the above certification being incorrect.
- You give us permission to obtain from our carrier the services details to facilitate this port for the services you advise.

- “LNP Emergency Return” means the establishment of an interim service by returning you to your original service – or establishing an alternative service if that’s not possible. The interim service will operate during the LNP Emergency Return Request period. You’ll agree to – and seek agreement from your previous supplier – to the terms and conditions of the supply of this service before the Porting. This includes agreeing to the timeframe in which it’ll be restored in the event that an LNP Emergency Return is necessary.
- You agree that if an LNP Emergency Return is required, we’ll request an LNP Emergency Return from your previous carrier during the LNP Emergency Return Request Period without consulting you further.
- You acknowledge that you’ve read and agree to the terms and conditions listed on this form.
- You agree that any Telephone System Maintainer installation/cutover costs associated with this transfer/ Port to us will be payable by you, and that we aren’t liable for this cost.
- If you switch/port your SIP service to another provider, you must notify Wholesalecomms in writing to process the cancellation. The service will not be automatically cancelled due to switching to another provider. If you have rented hardware from us, you will continue to be billed for that hardware until it has been returned to us.

Product Terms & Conditions

1. Rebill PSTN/ISDN

Rebill services refer to Telstra Wholesale re-sold services, provided via the eBill platform that can be "rebilled" or "churned" from one Telstra provider to another. This product suite includes:

- PSTN (Basic Telephone Service)
- ISDN2 (Cease sale from the 30th June 2018)
- ISDN 10/20/30 (Cease sale from the 30th June 2018)
- Ancillary and add-on Services

Product Details & Specifications

- PSTNs are available with either residential or business features. An ABN is required to obtain a Business PSTN (if sole trader or trust, title, name and date of birth are also required).
- ISDN2's are available with either a Primary and Auxiliary number, a GDN shared across 2 or more ISDN2's, or a 100 number indial range. Additional monthly fees will apply for indial ranges.
- ISDN 10/20/30 are available with either 10, 20 or 30 Channels (concurrent calls). ISDN 10/20/30's provided by us include a 100 number indial range. Additional monthly fees will apply for indial ranges.
- You may request activation of a new number for connection or a transfer / churn of an existing Telstra service from another provider.

Service Activation

- You understand that it is your responsibility to check the terms of your contract with your current provider to determine if there will be any consequences under that contract from connecting a service with us (such as an early termination fee).
- We will provide the service from the date the transfer or activation takes effect (and will notify you when this happens).
- You authorise us to act on your behalf to facilitate the transfer of your service from another provider.
- The date the service is transferred or activated with us is the date the contract period of the service begins.
- Churns/transfers of existing services generally takes up to 5 business days.

Service Cancellation

If you choose to cancel your service, you will need to let us know by writing to us, with 30 days' notice.

- The Early Termination Fee (ETF) is $25.00 per service times the number of remaining months in the contract period.

Order Withdrawal

If you withdraw an order with us, we will place a Reverse Churn / Transfer back to your previous provider. You will be required to pay any charges and Service & Equipment incurred for the period your services were active with us. No withdrawal fee will apply.

Faults

Telstra repair faults on the service (up to the boundary of its network) between 8am and 7pm on business days. Faults can be logged via our Faults desk 24/7/365.

Telstra will generally aim to repair a basic telephone service within the following timeframes after the fault has been logged:

- where the fault can be repaired on a basic telephone service without external or internal plant work or the need to attend a premises – within one working day;
- where the fault is that a basic telephone service has been incorrectly disconnected because of an administrative error – within one working day;
- where the basic telephone service is in an urban area – within one working day;
- where the basic telephone service is in a major or minor rural area – within two working days; or

- where the basic telephone service is in a remote area – within three working days.

Services with faults can be diverted to a number of choices during the fault condition. Call costs may be applicable for any calls diverted. Faults that go beyond standard restoration times may be eligible for Customer Service Guarantee Rebates – See Customer Service Guarantee (in this document).

Rebill PSTN, ISDN 2, ISDN 10/20/30 - Standard/Custom Plan Charges

Charges for Connecting a PSTN Service

Service Type	Service Description	First Connection	Additional Connection
Existing telephone line without a technician visit	Your new home or business has a telephone line connection from a previous occupier – where a technician visit is not required.	$59.00	$59.00
Existing telephone line with a technician visit	Your new home or business has a telephone line connection from a previous occupier - where a technician visit is required.	$99.00	$75.50
New Telephone Line Connection	Your new home or business has a telephone line connection from a service provider other than Telstra or one does not exist	$240.00	$179.00

Once off Charges for PSTN (if applicable)

Service	Charge
Call Diversion (Number Only)	$79.00
Change of Telephone Number	$37.40
Connection of customer loop metering	$46.20
Connection of Reversal on Answer	$37.40
Fax Fix Fault (if you request it)	$59.00
Line Hunt Setup Fee (per request)	$46.20
Message bank Away Connection Fee	$48.40
Reconnection fee following final disconnection for non-payment (for all customers)	$59.00
Supply of Rental Equipment (Telephone Handset)	$20.00

Other Monthly Charges for PSTN (if applicable)

Service	Monthly Charge
Abbreviated Dialling	$3.00
Call Control	$3.00
Call Diversion (Number Only)	$24.96
Call Number Display	$6.00
Calling Number Display Telephone	$6.00
Cordless Rental Telephone	$6.00
Customer Loop Metering	$4.55
Delayed Hotline	$3.00
Faxstream Duet Multiple Number	$6.00
Operator Assisted Call (Per Call to 1234)	$2.30
Instant Hotline	$4.40

Line Hunt – Call Circulate / Call Share	$6.00
Message Bank & Message bank Virtual	$6.00
Message Bank Away	$6.00
Multiple Number	$6.00
Number Redirection 3 Months Prepaid	$33.00
Number Redirection 6 Months Prepaid	$66.00
Number Redirection 12 Months Prepaid	$130.00
Number Redirection per 100 Number Block per month	$109.95
Number Redirection per number per month	$30.00
Reversal on Answer	$3.71
Smart Ring	$4.40
Standard Rental Telephone	$2.99

Local Number Portability Charges for PSTN (porting away from Telstra)

Service	**Charge**
Per Number (Simple Port)	$8.00
Faxstream, Centel Plus and Line Hunt Services (first 5 numbers) - each additional number	$59.00 $8.00

Charges for Connecting an ISDN 2 or 10/20/30 Service (Cease sale from the 30th June 2018)

Service Type	**First Connection**	**Additional Connection**
Converting a PSTN to ISDN 2 or ISDN 2 Enhanced (one service) or ISDN 2 Direct Indial service Converting from ISDN 2 to ISDN 2 Enhanced or Direct Indial service	$230.00 $230.00	$230.00 $230.00
Each new connection of any ISDN 2 service (per service)	$390.00	$330.00
Each in-place connection of ISDN 2 or ISDN 2 Enhanced (one service)	$130.00	$121.00
Each new connection and activation of ISDN 10/20/30 Per 10 channel service Per 20 channel service Per 30 channel service	 $2450.00 $3300.00 $3700.00	
Activation of idle cannels on an existing ISDN 10/20/30 service (per 10 channels)	$990.00	
Each in-place connection of ISDN 10/20/30 (per 2Mbits link	$605.00	
Converting from ISDN 2 or ISDN 2 Enhanced to ISDN 10/20/30 (for each 2 Mbit/s link)	$996.11	$996.11

Once off Charges for ISDN 2 or 10/20/30

Service	**Charge**
Line Hunt alterations on ISDN 2 or ISDN 2 Enhanced services (per change) - adding or removing a number - rearranging numbers - removing numbers and creating a new ISDN service	$55.00
Changing customer lessee or ownership details on ISDN 10/20/30 services Changing customer lessee or ownership details on ISDN 2 service	$110.00 $55.00

Changing your number on a ISDN 2 service	$55.00
Emergency Redirection (for each activation)	$220.00

Local Number Portability Charges for ISDN 2, 10/20/30 (porting away from Telstra)

Service	Charge
ISDN 10/20/30, ISDN 2 with Direct Indial (first 100 numbers) - each additional 100 numbers	$840.00 $387.00
ISDN 2 (first 5 numbers) - each additional number	$55.88 $4.27

Other Monthly Charges for ISDN 2, 10/20/30 (if applicable)

Service	Monthly Charge
Call Transfer service	$7.50
Call Control ISDN 2x	$3.30
Calling Number Display ISDN 10/20/30x	$21.89
Calling Number Display ISDN 2x	$10.51
Direct Indial (per 100 Number Block)x	$70.00
Extension Level Billing ISDN 10/20/30 with Direct Indial (per Indial Group)	$98.00
Extension Level Billing ISDN 2 with Direct Indial (per Indial Group)	$21.00
Line Hunt ISDN 2	$8.00
Malicious call identification ISDN 2	$5.50
Multiple Number ISDN 2 (First 2 Numbers)	Nil
Multiple Number ISDN 2 (each additional Number)	$4.40
Number Redirection ISDN 2 and 10/20/30 Maximum of 12 Months	$220.00
Operator Assisted Call (Per Call to 1234)	$2.30

Rebill PSTN, ISDN – Access Plan Charges

Charges for Connecting a PSTN Service

Service Type	Service Description	First Connection	Additional Connection
Existing telephone line without a technician visit	Your new home or business has a telephone line connection from a previous occupier – where a technician visit is not required.	$74.69	$74.69
Existing telephone line with a technician visit	Your new home or business has a telephone line connection from a previous occupier - where a technician visit is required.	$125.31	$95.58
New Telephone Line Connection	Your new home or business has a telephone line connection from a service provider other than Telstra or one does not exist	$303.80	$226.49

Once off Charges for PSTN (if applicable)

Service	Charge
Call Diversion (Number Only)	$100.02
Change of Telephone Number	$47.34
Connection of customer loop metering	58.48

Connection of Reversal on Answer	$47.34
Fax Fix Fault (if you request it)	$74.69
Line Hunt Setup Fee (per request)	$58.48
Message bank Away Connection Fee	$61.27
Reconnection fee following final disconnection for non-payment (for all customers)	$74.69
Supply of Rental Equipment (Telephone Handset)	$25.31
Call Diversion (Number Only)	$100.02

Other Monthly Charges for PSTN (if applicable)

Service	**Monthly Charge**
Abbreviated Dialling	$3.80
Call Control	$3.80
Call Diversion (Number Only)	$31.59
Call Number Display	$8.35
Calling Number Display Telephone	$8.35
Cordless Rental Telephone	$8.35
Customer Loop Metering	$5.76
Delayed Hotline	$3.80
Faxstream Duet Multiple Number	$8.35
Operator Assisted Call (Per Call to 1234)	$2.91
Instant Hotline	$5.57
Line Hunt – Call Circulate / Call Share	$7.59
Message Bank & Message bank Virtual	$8.35
Message Bank Away	$8.35
Multiple Number	$8.35
Number Redirection 3 Months Prepaid	$41.77
Number Redirection 6 Months Prepaid	$83.55
Number Redirection 12 Months Prepaid	164.56
Number Redirection per 100 Number Block per month	$139.17
Number Redirection per number per month	$37.97
Reversal on Answer	$4.69
Smart Ring	$5.57
Standard Rental Telephone	$3.79

Local Number Portability Charges for PSTN (porting away from Telstra)

Service	**Charge**
Per Number (Simple Port)	$10.12
Faxstream, Centel Plus and Line Hunt Services (first 5 numbers) - each additional number	$74.69 $10.12

Charges for Connecting an ISDN 2 or 10/20/30 Service (Cease sale from the 30th June 2018)

Service Type	**First Connection**	**Additional Connection**
Converting a PSTN to ISDN 2 or ISDN 2 Enhanced (one service) or ISDN 2 Direct Indial service	$291.14	$291.14
Converting from ISDN 2 to ISDN 2 Enhanced or Direct Indial service	$291.14	$291.14
Each new connection of any ISDN 2 service (per service)	$493.69	$417.73

Each in-place connection of ISDN 2 or ISDN 2 Enhanced (one service)	$164.56	$153.17
Each new connection and activation of ISDN 10/20/30 Per 10 channel service Per 20 channel service Per 30 channel service	 $3101.32 $4177.29 $4683.63	
Activation of idle cannels on an existing ISDN 10/20/30 service (per 10 channels)	$1253.19	
Each in-place connection of ISDN 10/20/30 (per 2Mbits link	$835.46	

Once off Charges for ISDN 2 or 10/20/30

Service	Charge
Line Hunt alterations on ISDN 2 or ISDN 2 Enhanced services (per change) - adding or removing a number - rearranging numbers - removing numbers and creating a new ISDN service	$69.62
Changing customer lessee or ownership details on ISDN 10/20/30 services Changing customer lessee or ownership details on ISDN 2 service Changing your number on a ISDN 2 service	$139.24 $69.62 $69.62
Emergency Redirection (for each activation)	$278.49

Local Number Portability Charges for ISDN 2, 10/20/30 (porting away from Telstra)

Service	Charge
ISDN 10/20/30, ISDN 2 with Direct Indial (first 100 numbers) - each additional 100 numbers	$1063.32 $489.88
ISDN 2 (first 5 numbers) - each additional number	$70.74 $5.40

Other Monthly Charges for ISDN 2, 10/20/30 (if applicable)

Service	Monthly Charge
Call Transfer service	$9.50
Call Control ISDN 2	$4.18
Calling Number Display ISDN 10/20/30	$27.71
Calling Number Display ISDN 2	$13.30
Direct Indial (per 100 Number Block)	$88.61
Extension Level Billing ISDN 10/20/30 with Direct Indial (per Indial Group)	$124.05
Extension Level Billing ISDN 2 with Direct Indial (per Indial Group)	$26.58
Line Hunt ISDN 2	$11.12
Malicious call identification ISDN 2	$6.96
Multiple Number ISDN 2 (First 2 Numbers)	Nil
Multiple Number ISDN 2 (each additional Number)	$5.57
Number Redirection ISDN 2 and 10/20/30 Maximum of 12 months	$278.49
Operator Assisted Call (Per Call to 1234)	$2.91

Rebill PSTN, ISDN – Value and Premium Plan Charges

Charges for Connecting a PSTN Service

Service Type	Service Description	First Connection	Additional Connection
Existing telephone line without a technician visit	Your new home or business has a telephone line connection from a previous occupier – where a technician visit is not required.	$79.73	$79.73
Existing telephone line with a technician visit	Your new home or business has a telephone line connection from a previous occupier - where a technician visit is required.	$133.78	$102.03
New Telephone Line Connection	Your new home or business has a telephone line connection from a service provider other than Telstra or one does not exist	$324.31	$241.89

Once off Charges for PSTN (if applicable)

Service	Charge
Call Diversion (Number Only)	$106.77
Change of Telephone Number	$50.54
Connection of customer loop metering	$62.43
Connection of Reversal on Answer	$50.54
Fax Fix Fault (if you request it)	$79.73
Line Hunt Setup Fee (per request)	$62.43
Message bank Away Connection Fee	$65.40
Reconnection fee following final disconnection for non-payment (for all customers)	$79.73
Supply of Rental Equipment (Telephone Handset)	$27.02

Other Monthly Charges for PSTN (if applicable)

Service	Monthly Charge
Abbreviated Dialling	$4.06
Call Control	$4.06
Call Diversion (Number Only)	$33.73
Call Number Display	$8.92
Calling Number Display Telephone	$8.92
Cordless Rental Telephone	$8.92
Customer Loop Metering	$6.15
Delayed Hotline	$4.06
Faxstream Duet Multiple Number	$8.92
Operator Assisted Call (Per Call to 1234)	$3.11
Instant Hotline	$5.95
Line Hunt – Call Circulate / Call Share	$8.10
Message Bank & Message bank Virtual	$8.92
Message Bank Away	$8.92
Multiple Number	$8.92
Number Redirection 3 Months Prepaid	$44.59

Number Redirection 6 Months Prepaid	$89.19
Number Redirection 12 Months Prepaid	$175.67
Number Redirection per 100 Number Block per month	$148.57
Number Redirection per number per month	$40.54
Reversal on Answer	$5.01
Smart Ring	$5.95
Standard Rental Telephone	$4.04

Local Number Portability Charges for PSTN (porting away from Telstra)

Service	**Charge**
Per Number (Simple Port)	$10.81
Faxstream, Centel Plus and Line Hunt Services (first 5 numbers) - each additional number	$79.73 $10.81

Charges for Connecting an ISDN 2 or 10/20/30 Service (Cease sale from the 30th June 2018)

Service Type	**First Connection**	**Additional Connection**
Converting a PSTN to ISDN 2 or ISDN 2 Enhanced (one service) or ISDN 2 Direct Indial service Converting from ISDN 2 to ISDN 2 Enhanced or Direct Indial service	$310.80 $310.80	$310.80 $310.80
Each new connection of any ISDN 2 service (per service)	$527.02	$445.93
Each in-place connection of ISDN 2 or ISDN 2 Enhanced (one service)	$175.67	$163.51
Each new connection and activation of ISDN 10/20/30 Per 10 channel service Per 20 channel service Per 30 channel service	 $3310.70 $4459.32 $4999.85	
Activation of idle cannels on an existing ISDN 10/20/30 service (per 10 channels)	$1337.80	
Each in-place connection of ISDN 10/20/30 (per 2Mbits link	$891.86	

Once off Charges for ISDN 2 or 10/20/30

Service	**Charge**
Line Hunt alterations on ISDN 2 or ISDN 2 Enhanced services (per change) - adding or removing a number - rearranging numbers - removing numbers and creating a new ISDN service	$74.32
Changing customer lessee or ownership details on ISDN 10/20/30 services Changing customer lessee or ownership details on ISDN 2 service Changing your number on a ISDN 2 service	$148.64 $74.32 $74.32
Emergency Redirection (for each activation)	$297.29

Local Number Portability Charges for ISDN 2, 10/20/30 (porting away from Telstra)

Service	Charge
ISDN 10/20/30, ISDN 2 with Direct Indial (first 100 numbers) - each additional 100 numbers	$1135.10 $522.96
ISDN 2 (first 5 numbers) - each additional number	$75.51 $5.77

Other Monthly Charges for ISDN 2, 10/20/30 (if applicable)

Service	Monthly Charge
Call Transfer service	$10.14
Call Control ISDN 2	$4.46
Calling Number Display ISDN 10/20/30	$29.58
Calling Number Display ISDN 2	$14.20
Direct Indial (per 100 Number Block)	$94.60
Extension Level Billing ISDN 10/20/30 with Direct Indial (per Indial Group)	$132.43
Extension Level Billing ISDN 2 with Direct Indial (per Indial Group)	$28.38
Line Hunt ISDN 2	$10.81
Malicious call identification ISDN 2	$7.43
Multiple Number ISDN 2 (First 2 Numbers)	Nil
Multiple Number ISDN 2 (each additional Number)	$5.95
Number Redirection ISDN 2 and 10/20/30 Maximum of 12 months	$297.29
Operator Assisted Call (Per Call to 1234)	$3.11

2. Optus Evolve Voice, Evolve Directline, Multiline & AAPT ISDN

This product refers to a number of analogue or digital voice services delivered as follows:

Service Type	Digital/Analogue	Delivery Method
Optus Evolve Voice	Digital	Copper/Fibre (ONNET)
Optus Evolve Directline	Analogue	Copper/Fibre (ONNET)
Optus Multiline (Churn of existing services only)	Digital	Copper/Fibre (ONNET) Megalink (OFFNET)
AAPT ISDN	Digital	Copper/Fibre (ONNET)

Product Details & Specifications

- You may request activation of a new service connection or a transfer / churn of an existing service from another provider, except for AAPT ISDN, which requires a new installation at all times.
- You may port existing numbers from other providers into your service with us via Local Number Portability.

Service Activation

- You understand that it is your responsibility to check the terms of your contract with your current provider, to determine if there will be any consequences under that contract as a result of connecting a service with us (such as an early termination fee).
- We will provide the service from the date the transfer or activation takes effect (we will notify you when this happens)
- You authorise us to act on your behalf to facilitate the transfer of your service from another provider.

- The date the service is transferred or activated with us is the date the contract period of the service begins.
- You are responsible for ensuring your internal wiring is in-place and adequate before the service is installed. In the event your internal wiring is not suitable, you would be responsible for upgrading this, at your expense, before your order can proceed. In the event you decide to withdraw the order instead of proceeding with the upgrade, a withdrawal fee may apply (refer to Order Withdrawal).
    - For Fibre delivery methods, there may be additional fees (Fee for Service) to deliver the service to your Communications Room. In the event that a Fee for Service applies, you will have the option to proceed and be charged the Fee for Service immediately, or have the works completed by your own contractor. If you do not proceed with the order, withdrawal fees will apply.
    - For Copper delivery methods, there is a possibility that there is no available copper in the street to deliver the service. In the event this occurs, you can either nominate the required number of PSTN lines to sacrifice, or you may withdraw the order without penalty. If you elect to attempt to connect new lines via the Telstra network to then nominate sacrifice, we are not responsible for any costs you incur and there is a possibility they may not be suitable for use.
- We will install a NTU ("Network Terminating Unit") into your premises at your service demarcation point. Please refer to general terms and conditions, Clause 13.
- Installation of all products and services within this product suite will always require a minimum of 2 site visits by our contractors, however more visits may be required.

Optus Evolve Voice, Multiline, Multiline MAX, Evolve Voice Flat Rate Installation Charges (if applicable) – 24 Months Contract

ON NET (on Optus Network) Delivery

Multiline 10, 20, 30	$0.00

Optus Multiline Installation Charges (if applicable) – 24 Months Contract

OFF NET (Via Telstra Megalink) Delivery

Multiline 10	$1760.00
Multiline 20	$3520.00
Multiline 30	$5280.00
Additional Channel Install	$176.00 per channel

Optus Evolve Directline Installation Charges (if applicable) – 36 Months Contract

New Service	$0.00

AAPT ISDN Installation Charges (if applicable) – 36 Months Contract

ISDN 10/20/30	$0.00

Service Relocation

You can relocate your service any anytime by providing a request in writing.

- Relocation may result in an increase in your monthly price if you are serviced by a different upstream carrier than currently provides your service.
- The relocation of a service will result in a new contract period applying from the date the new service is activated for the term selected by you.
- An installation fee will apply for relocations per below.
    - Evolve Voice & Multiline
        - ONNET: $33.00 per line/channel
        - OFFNET: $176.00 per line/channel
    - Evolve Directline
        - ONNET: $190.00 per line/channel
    - AAPT ISDN 10/20/30

- Within the same building: $1250.00
- To new building/site: $1900.00

Service Cancellation

If you choose to cancel your service, you will need to let us know in writing with 30 days' notice.

- The early termination fee (ETF) is total monthly line rental, plan fee or minimum monthly commitment (Service & Equipment Charges) times the number of remaining months in the contract period.
- A 30-day cancellation fee (total minimum monthly cost of service) applies from service cancellation date (The day we accept your cancellation request).

Order Withdrawal

If you withdraw the order prior to activation a withdrawal fee applies as detailed below. The withdrawal request must be received in writing 2 business days before the scheduled cutover of your service otherwise standard early termination fees as detailed in "Service Cancellation" above apply.

- Order Withdrawal Fee: $33.00 per Line/Channel (ONNET)
- Order Withdrawal Fee: $176.00 per Line/Channel (OFFNET)

Faults

- Optus & AAPT repair faults on the service (up to the boundary of their network) 24/7 in Metro areas (excluding 3rd Party), and 7am to 9pm Monday to Saturday in Regional Areas. Faults can be logged 24/7/365.
- Should you require a temporary network level diversion to be activated, the charge is $275.00 to establish this diversion for a period of up to 1 week (where the fault does not exist within the network). You may be required to present a business case as to why this diversion should be activated. In the event your diversion is approved, it may take up to 4 hours to activate and 4 hours to remove.
- Services with faults can be diverted to your number of choice during the fault condition. Call costs will apply for any calls diverted.
- The service provided is a best efforts service. There are no financial rebates available for service performance, uptime or fault conditions.
- You will be required to assist with a reasonable level of troubleshooting to assist us in identifying the cause of the service difficulties.
- If the event a fault needs to be lodged with our upstream carrier, you agree to the possibility of an Incorrect Callout Fee being charged in the event no fault is found with our service.
- In the event the fault lies beyond the network boundary point as defined by the carrier, an Incorrect Callout Fee of $132.00, plus $38.50 per 15 minutes or part thereof may apply.

3. Inbound 13, 18, 1300, 1800

Inbound 13/18/1300/1800 numbers (herein referred to as Inbound) refer to FLRN (Free-phone and local rate numbers) as detailed by the ACMA, delivered through us via the Optus TAS ("Total Access Service") platform.

Product Details & Specifications

- 13 – A 6-digit Inbound number beginning with 13 – Fixed untimed cost to the person calling (landline)
- 18 – A 6-digit Inbound number beginning with 18 – Free call to the person calling (landline)
- 1300 - A 10-digit Inbound number beginning with 13 – Fixed untimed cost to the person calling (landline)
- 1800 – A 10-digit Inbound number beginning with 18 – Free call to the person calling (landline)
- You may request activate of a new number from our available list, or Port an existing number you have from another carrier. We can also activate Smart Numbers that you have purchased from www.smartnumbers.gov.au.
- The service requires a termination point – a landline or mobile number.
- The service can be configured with a single termination point, or complex termination (areas, locations, time / day).

Service Activation

- You understand that it is your responsibility to check the terms of your contract with your current provider, to determine if there will be any consequences under that contract as a result of connecting a service with us (such as an early termination fee).
- We will provide the service from the date the transfer or activation takes effect (we will notify you when this happens).
- You authorise us to act on your behalf to facilitate the transfer of your service from another provider.
- The date the service is transferred or activated with us is the date the contract period of the service begins.

Service Cancellation

If you choose to cancel your service, you will need to let us know in writing.

- The early termination fee (ETF) is $25.00 per service times the number of remaining months in the contract period.
- A 30-day cancellation fee (total minimum monthly cost of service) applies from Service cancellation date (The day we accept your cancellation request).

Order Withdrawal

If you withdraw the order prior to activation a withdrawal fee of $30.00 per Service applies. The withdrawal request must be received in writing 2 business days before the scheduled cutover of your service otherwise standard early termination fees as detailed in "Service Cancellation" above apply.

Faults

- The service provided is a best efforts service. There are no financial rebates available for service performance, uptime or fault conditions.
- In the event you have service difficulties, you can notify our Customer Service Team.
- You will be required to assist with a reasonable level of troubleshooting to assist us in identifying the cause of the service difficulties.

4. SIP

This product refers to:

- A voice product delivered either over the internet or private access method into our SIP platform through either Engin or Vocus.
- This is a voice channel that allows connection from your PBX, ATA, IP Phone or Softphone to make and receive calls. This can also be provided as an eFax or Fax-to-Email service.

Product Details & Specifications

- A SIP Trunk consists of multiple components.
    - Channels, or number of concurrent calls;
    - Indials, or number of numbers you have;
    - Trunks, or number of unique services, with unique configuration details.
- All SIP services come with 1 telephone number for each trunk ordered. For business customers, additional numbers are available at an additional cost and will be configured as a DIDs (Direct Indials). We may provide out of area geographic numbers when you request new numbers for your SIP Service. It is important to note:
    - If you request out of area geographic numbers, you may be unable to port these numbers to another carrier when you choose to leave us.
- International calling barred by default on all SIP Services. If you wish to make international calls, please contact our customer service team to have international calling activated.
- International calling to high risk destinations are blocked to prevent customers from fraudulent phone activities. A list of high-risk destinations which have been blocked can be provided by contacting our Customer Service team.

- CLI overstamps applied to a SIP channel must only use DID numbers that are terminated on that SIP channel
- You can port your existing numbers over to us under Local Number Portability – See Porting.
- You are able to elect to have the outgoing CLI of the SIP Trunk over stamped with another number. This number must be a full national number (e.g. 02 1234 5678) and must be a number that you own and ported to your SIP Service provided by us. This number will display on your outgoing calls. If you do not elect to over stamp a number, your number will be private or display the number of the trunk or indial.

Service Activation

- You understand that it is your responsibility to check the terms of your contract with your current provider, to determine if there will be any consequences under that contract as a result of connecting a service with us (such as an early termination fee).
- We will provide the service from the date the SIP trunk is activated (we will notify you when this happens).
- You authorise us to act on your behalf to facilitate the transfer of your service from another provider.
- The date the SIP trunk is activated with us is the date the contract period of the service begins.

Service Cancellation

If you choose to cancel your service, you will need to let us know in writing.

- The early termination fee (ETF) is the total of all monthly trunk & Concurrent call charges times the number of remaining months in the contract period.
- A 30-day cancellation fee (total minimum monthly cost of service) applies from Service cancellation date (The day we accept your cancellation request).
- If you switch/port your SIP service to another provider, you must notify Wholesalecomms in writing to process the cancellation. The service will not be automatically cancelled due to switching to another provider.

Faults

- The service provided is a best efforts service. There are no financial rebates available for service performance, uptime or fault conditions.
- In the event you have service difficulties, you can notify our Customer Service Team.
- You will be required to assist with a reasonable level of troubleshooting to assist us in identifying the cause of the service difficulties.
- In the event a fault needs to be lodged with our upstream carrier, you agree to the possibility of an Incorrect Callout Fee being charged in the event no fault is found with our service.
- If the fault lies beyond the network boundary point as defined by the carrier, an Incorrect Callout Fee of $132.00, plus $38.50 per 15 minutes or part thereof may apply.
- You are responsible for providing appropriate, correctly configured hardware (modem, router, switches etc.) as required to use your service.

5. NBN Voice

This product refers to:

- A voice product delivered via the National Broadband Network (“NBN”), Fibre to the Premises Service (“FTTP”), also known as a UNI-V Service.
- This is a voice channel that allows connection from you PBX or Analogue phone to make and receive phone calls.
- For all other NBN service details, please see **“Data Services – NBN”**

Product Details & Specifications

- A maximum of 2 UNI-V services can be activated per NBN Service.
- You can Port your existing numbers (max 2) over to us under Local Number Portability – See Porting. This excludes ports from Symbio.

Supported NBN Voice Features

- Call barring
- Call forwarding
- Caller ID/block
- Caller number display
- Call waiting
- Calls to 000 Emergency
- Calls to local and national numbers
- Calls to Australian mobiles
- Calls to free phone and local rate numbers such as 13, 1300 and 1800
- Directory assistance and operator assisted numbers
- Local Number Portability

Not Available NBN Voice Features

- Calls to numbers starting with 19/1900 and 0500 or Universal International Freephone Numbers
- Line hunt
- Medical services
- Preselect or override to other carriers
- Priority Assistance

Service Activation

- You understand that it is your responsibility to check the terms of your contract with your current provider, to determine if there will be any consequences under that contract as a result of connecting a service with us (such as an early termination fee).
- We will provide the service from the date the transfer or activation takes effect (we will notify you when this happens).
- You authorise us to act on your behalf to facilitate the transfer of your service from another provider.
- The Date the service is transferred or activated with us is the date the contract period of the service begins.

Service Cancellation

If you choose to cancel your service, you will need to let us know in writing.

- The early termination fee (ETF) is $20.00 per Service times the number of remaining months in the contract period.
- A 30-day cancellation fee (total minimum monthly cost of service) applies from service cancellation date (The day we accept your cancellation request).

Order Withdrawal

If you withdraw the order prior to activation a withdrawal fee of $110.00 applies. The withdrawal request must be received in writing 2 business days before the scheduled cutover of your service otherwise standard early termination fees as detailed in “Service Cancellation” above apply.

Service Relocation

You can relocate your service any anytime by providing a request in writing.

- Relocation may result in an increase in your monthly price if you are serviced by a different upstream carrier than currently provides your service.
- The Relocation of a service will result in a new contract period applying from the date the new service is activated for the term selected by you.
- If we are unable to relocate your service, early termination fees (ETF) will apply. Refer to Service Cancellation.

Faults

- The service provided is a best efforts service. There are no financial rebates available for service performance, uptime or fault conditions.
- In the event you have service difficulties, you can notify our Customer Service Team.
- You will be required to assist with a reasonable level of troubleshooting to assist us in identifying the cause of the service difficulties.
- In the event a fault needs to be lodged with our upstream carrier, you agree to the possibility of an Incorrect Callout Fee being charged in the event no fault is found with our service.
- If the fault lies beyond the network boundary point as defined by the carrier, an Incorrect Callout Fee of $132.00, plus $38.50 per 15 minutes or part thereof may apply.

You are responsible for providing appropriate, correctly configured hardware (phone or phone system etc.) as required to use the service.

6. Cloud Office UC

Cloud Office UC refers to:

- A Unified Communications product delivered over the internet into our platform.
- The service is a business grade hosted telephony offering that exists as a fully featured alternative to traditional on-site PBX and Unified Communications systems.

Product Details & Specifications

- Cloud Office UC is available in four End User variants (more details on each of these is available on request):
    - Essentials – a basic telephone service with Voicemail and PABX functionality
    - Essentials Plus – the Essentials package with the added flexibility of extending calling to a user's mobile device using a Mobile App. This includes basic UC features including 1 to 1 video calling, screen and file sharing, and chat capability, and is also available with or without a physical handset,
    - Teams Calling - a basic telephone service that integrates with Microsoft teams,
    - Unified Communications - that incorporates the features of Basic Voice together with Desktop and Mobile Video and Audio communication capabilities.
- It is a condition of sale for this product that you must use handsets, soft clients and software provided by Us. These handsets, soft clients and software are selected from an approved list and are provided to you pre-configured as per the requirements you provide Us. In the event you use these services on hardware not provided by Us, you will be in breach of our service terms and conditions and may have your service terminated.
- Hardware can either be purchased outright, or in rental agreements. Hardware purchased outright comes with a 12-month manufacturer warranty. Hardware purchased under a rental agreement will be warranted (under a manufacturer's warranty and terms and conditions) as long as the service is rented from us.
- All hardware carries a return to base warranty unless otherwise stated. No advance replacement is available. You will need to pay for all shipping and insurance fees when sending hardware to Us. We will pay shipping fees when sending hardware back you.
- There is no buy back option at the end of the rental term. We will continue to bill you until the service has been terminated with Us or you have the option to re-sign a new rental agreement along with new hardware.
- If you or we terminate your rental agreement, you are responsible for returning the hardware within 30 days. You will continue to be billed for the hardware until it has been returned to us.
- All services come with 1 new telephone number. Additional numbers are available for purchase in increments of 1. We may provide out of area geographic numbers when you request new numbers for your Service. It is important to note:
    - If you request out of area geographic numbers, you may be unable to port these numbers to another carrier when you choose to leave Us.
- You can port your existing numbers over to Us under Local Number Portability – See Porting

- You can elect to have the outgoing CLI of the over stamped with another number. This number must be a full national number (e.g. 02 1234 5678) and must be a number that you own and have agreed to be ported to your service provided by us. This number will display on your outgoing calls. If you do not elect to over stamp a number, your number will be private or display your main number or Indial.
- Calls to premium numbers such as 19/1900 numbers are blocked by default on our Service and cannot be activated.
- Upon request, we can provide you with access to the portal, where your users can perform basic changes to their services.
- For all Adds / Moves and Changes, simply call our Customer Service team.
- You will be required to provide detailed descriptions of the call flow and dial plan requirements you have for this service. We are unable to proceed with your order unless you have provided us with your configuration requirements.

Service Activation

- You understand that it is your responsibility to check the terms of your contract with your current provider, to determine if there will be any consequences under that contract as a result of connecting a service with Us (such as an early termination fee).
- We will provide the service from the date the transfer or activation takes effect (we will notify you when this happens)
- Billing of your Cloud Office UC service commences upon shipment of the Equipment to you. (General Terms & Conditions Clause 13)
- You have the option to purchase this service on a term contract.
- You authorise Us to act on your behalf to facilitate the transfer of your service from another provider.
- The date the service is transferred or activated with us is the date the contract period of the service begins.

Service Cancellation

If you choose to cancel your service, you will need to let us know in writing.

- If your service is contracted with us, an early termination fee (ETF) may apply if you cancel the service during the contract term:
    - If the initial deployment of your service is for 10 or less End Users, the ETF applicable is calculated as number of End User services multiplied by $11 per month GST inclusive multiplied by remaining months of your contract term
    - If the initial activation of your service is for greater than 10 End Users, you can cancel up to 20% of End User services (as measured at the time of initial activation of the service, rounded up to the nearest whole number) without an ETF being applicable. Any additional cancellations of End User services beyond this 20% will be subject to an ETF calculated as number of End User services multiplied by $11 per month GST inclusive multiplied by remaining months of your contract term.
- If you rent hardware from us as part of the service, an early termination equal to the rental charges (if applicable) times the number of remaining months in the contract period will apply.
- A 30-day cancellation fee (total minimum monthly cost of service) applies from Service cancellation date (The day we accept your cancellation request).
- If you cancel your service, outside the contract period, then you will need to return any hardware supplied as a rental. (See General Terms & Conditions Clause 13).

Order Withdrawal

If you withdraw the order prior to activation a withdrawal fee of $475.00 applies. The withdrawal request must be received in writing 2 business days before the scheduled cutover of your service otherwise standard early termination fees as detailed in “Service Cancellation” above apply.

Faults

- The service provided is a best-efforts service. There are no financial rebates available for service performance, uptime, or fault conditions.

- In the event you have service difficulties, you can notify our Customer Service Team.
- You will be required to assist with a reasonable level of troubleshooting to assist us in identifying the cause of the service difficulties.
- In the event a fault needs to be lodged with our upstream carrier, you agree to the possibility of an Incorrect Callout Fee being charged in the event no fault is found with our service.
- In the event the fault lies beyond the network boundary point as defined by the carrier, an Incorrect Callout Fee of $132.00, plus $38.50 per 15 minutes or part thereof may apply.
- You are responsible for providing appropriate, correctly configured hardware (modem, router, switches etc.) as required to use the service.

7. Avaya Cloud Unified Communications

Avaya Cloud Unified Communications (Avaya Cloud UC) refers to:

- A Unified Communications product delivered over the internet into our Avaya Cloud UC platform.
- The Avaya Cloud UC is a business grade offering that exists as a fully featured alternative to traditional on-site PBX and Unified Communications systems.
- This product is available in two forms
    - Custom: A highly configurable offer which is delivered over separately billed SIP services provided by Us,
    - Bundle: A bundled offer of handset, SIP service, user licenses and associated software. with SIP services (with a Handset/User License to SIP channel ratio of 3:1.
- For more detail on the SIP services provided, refer to the "SIP" section of "Product Terms & Conditions"

Avaya Cloud Unified Communications is no longer available for sale to new customers

Product Details & Specifications

- It is a condition of sale for this product that you must use the Avaya handsets, soft clients and software provided by Us. These handsets, soft clients and software are selected from an approved list and are provided to you pre-configured as per the requirements you provide Us. In the event you use these services on hardware not provided by Us, you will be in breach of our service terms and conditions and may have your service terminated.
- Hardware can either be purchased outright, or in rental agreements of three years. Hardware purchased outright comes with a 12 months manufacturer warranty. Hardware purchased under a rental agreement will be warranted (under a manufacturer's warranty and terms and conditions) for the term of the rental agreement.
- All hardware carries a return to base warranty unless otherwise stated. No advance replacement is available. You will need to pay for all shipping and insurance fees when sending hardware to Us. We will pay shipping fees when sending hardware back you.
- There is no buy back option at the end of the rental term. We will continue to bill you until the service has been terminated with Us or you have the option to re-sign a new rental agreement along with new hardware.
- If you or we terminate your rental agreement, you are responsible for returning the handsets within 30 days, or the cost of the handsets will be invoiced to you.
- All Avaya Cloud UC services come with 1 new telephone number. Additional numbers are available for purchase in increments of 1. We may provide out of area geographic numbers when you request new numbers for your Avaya Cloud UC Service. It is important to note:
    - If you request out of area geographic numbers, you may be unable to port these numbers to another carrier when you choose to leave Us.
- You can port your existing numbers over to Us under Local Number Portability – See Porting
- You are able to elect to have the outgoing CLI of the Avaya Cloud UC over stamped with another number. This number must be a full national number (e.g. 02 1234 5678) and must be a number that you own and ported to your Avaya Cloud UC service provided by us. This number will display on your outgoing calls. If

you do not elect to over stamp a number, your number will be private or display your main Avaya Cloud UC number or indial.

- Calls to premium numbers such as 19/1900 numbers are blocked by default on our Avaya Cloud UC Service and cannot be activated.
- Upon request, we can provide you with access to the Avaya Cloud UC portal, where your users can perform basic changes to their services.
- For all Adds / Moves and Changes, simply call our Customer Service team.
- You will be required to provide detailed descriptions of the call flow and dial plan requirements you have for this service. We are unable to proceed with your order unless you have provided us with your configuration requirements.

Service Activation

- You understand that it is your responsibility to check the terms of your contract with your current provider, to determine if there will be any consequences under that contract as a result of connecting a service with Us such as an early termination fee).
- We will provide the service from the date the transfer or activation takes effect (we will notify you when this happens)
- Billing of your Avaya Cloud UC commences upon shipment of the Equipment to you. (General Terms & Conditions Clause 13)
- You authorise Us to act on your behalf to facilitate the transfer of your service from another provider.
- The date the service is transferred or activated with us is the date the contract period of the service begins.

Service Cancellation

If you choose to cancel your service, you will need to let us know in writing.

- The early termination fee (ETF) is the total of all monthly charges and hardware rental charges (if applicable) times the number of remaining months in the contract period.
- A 30 day cancellation fee (total minimum monthly cost of service) applies from Service cancellation date (The day we accept your cancellation request).
- If you cancel your service, outside the contract period, then you will need to return any hardware supplied as a rental. (See General Terms & Conditions Clause 13).

Order Withdrawal

If you withdraw the order prior to activation a withdrawal fee of $475.00 applies. The withdrawal request must be received in writing 2 business days before the scheduled cutover of your service otherwise standard early termination fees as detailed in “Service Cancellation” above apply.

Faults

- The service provided is a best efforts service. There are no financial rebates available for service performance, uptime or fault conditions.
- In the event you have service difficulties, you can notify our Customer Service Team.
- You will be required to assist with a reasonable level of troubleshooting to assist us in identifying the cause of the service difficulties.
- In the event a fault needs to be lodged with our upstream carrier, you agree to the possibility of an Incorrect Callout Fee being charged in the event no fault is found with our service.
- In the event the fault lies beyond the network boundary point as defined by the carrier, an Incorrect Callout Fee of $132.00, plus $38.50 per 15 minutes or part thereof may apply.
- You are responsible for providing appropriate, correctly configured hardware (modem, router, switches etc.) as required to use the service.

8. CloudOffice – CloudPBX

This product refers to:

- A voice product delivered either over the internet or private access method into our CloudPBX platform.

- Our CloudPBX is a business grade offering that exists as a fully featured alternative to traditional on-site PBX systems. This product may be sold as either stand alone or bundled with internet access/private VPN tail.

Product Details & Specifications

- It is a condition of sale for this product that you must use handsets provided by us. These handsets are selected from an approved list and are provided to you pre-configured as per the requirements you provide us. In the event you use a softphone or attempt to configure these services on hardware not provided by us, you will be in breach of our service terms and conditions and may have your service terminated.
- Hardware can either be purchased outright, or in rental agreements of varying duration. Hardware purchased outright comes with a 12 months manufacturer warranty. Hardware purchased under a rental agreement will be warranted (under a manufacturer's warranty and terms and conditions) for the term of the rental agreement.
- A Mobile Soft Client and Desktop Soft Client can be purchased on a monthly rental as part of the service and will be supported by us.
- All hardware carries a return to base warranty unless otherwise stated. No advance replacement available. You will need to pay for all shipping and insurance fees when sending hardware to us. We will pay shipping fees when sending hardware back you.
- There is no buy back option at the end of the rental term. We will continue to bill you until the service has been terminated with us or you have the option to resign a new rental agreement along with new hardware.
- If you or we terminate your rental agreement, you are responsible for returning the handsets within 30 days, or the cost of the handsets will be invoiced to you.
- All CloudPBX services come with 1 new telephone number. Additional numbers are available for purchase in increments of 1. We may provide out of area geographic numbers when you request new numbers for your CloudPBX Service. It is important to note:
    - If you request out of area geographic numbers, you may be unable to port these numbers to another carrier when you choose to leave us.
- You can port your existing numbers over to us under Local Number Portability – See Porting
- You are able to elect to have the outgoing CLI of the CloudPBX over stamped with another number. This number must be a full national number (e.g. 02 1234 5678) and must be a number that you own and ported to your CloudPBX service provided by us. This number will display on your outgoing calls. If you do not elect to over stamp a number, your number will be private or display your main CloudPBX number or indial.
- Calls to premium numbers such as 19/1900 numbers are blocked by default on our CloudPBX Service and cannot be activated.
- Upon request, we are able to provide you with access to the CloudPBX portal, where you can perform basic Adds/Moves/Changes to your own services. Alternatively, simply call our Customer Service team for all Adds / Moves and Changes (remote work only).
- You will be required to provide detailed descriptions of the call flow and dial plan requirements you have for this service. We are unable to proceed with your order unless you have provided us with your configuration requirements.

Service Activation

- You understand that it is your responsibility to check the terms of your contract with your current provider, to determine if there will be any consequences under that contract as a result of connecting a service with us (such as an early termination fee).
- We will provide the service from the date the transfer or activation takes effect (we will notify you when this happens)
- Billing of your CloudPBX commences upon shipment of the Equipment to you. (General Terms & Conditions Clause 13)
- You authorise us to act on your behalf to facilitate the transfer of your service from another provider.

- The date the service is transferred or activated with us is the date the contract period of the service begins.

Service Cancellation

If you choose to cancel your service, you will need to let us know in writing.

- The early termination fee (ETF) is the total of all monthly charges and hardware rental charges (if applicable) times the number of remaining months in the contract period.
- A 30 day cancellation fee (total minimum monthly cost of service) applies from Service cancellation date (The day we accept your cancellation request).
- If you cancel your service, outside the contract period, then you will need to return any hardware supplied as a rental. (See General Terms & Conditions Clause 13).

Order Withdrawal

If you withdraw the order prior to activation a withdrawal fee of $475.00 applies. The withdrawal request must be received in writing 2 business days before the scheduled cutover of your service otherwise standard early termination fees as detailed in "Service Cancellation" above apply.

Faults

- The service provided is a best efforts service. There are no financial rebates available for service performance, uptime or fault conditions.
- In the event you have service difficulties, you can notify our Customer Service Team.
- You will be required to assist with a reasonable level of troubleshooting to assist us in identifying the cause of the service difficulties.
- In the event a fault needs to be lodged with our upstream carrier, you agree to the possibility of an Incorrect Callout Fee being charged in the event no fault is found with our service.
- In the event the fault lies beyond the network boundary point as defined by the carrier, an Incorrect Callout Fee of $132.00, plus $38.50 per 15 minutes or part thereof may apply.
- You are responsible for providing appropriate, correctly configured hardware (modem, router, switches etc.) as required to use the service.

9. CloudOffice – Virtual Machine

Product Details & Specifications

The CloudOffice – Virtual Machine (VM) operate on Microsoft's Hypervisor. A hypervisor is also known as a Virtual Machine Manager (VMM) and its sole purpose is to allow multiple "machines" to share a single hardware platform. Operating systems are designed so that they have a one-to-one relationship with the hardware they are running on, but with multi-core, multi-threaded processors and large amounts of RAM, running multiple platforms at once.

The Virtual Machine can be provided with Microsoft Server 2016 or you can bring your own operating system (For example: Linux, Mitel, etc.).

Our Virtual Machines are located at either NEXT DC or Equinix Data Centres however private access to 23 other Data Centres nationally are also available.

Service Activation

- You understand that it is your responsibility to check the terms of your contract with your current provider, to determine if there will be any consequences under that contract as a result of connecting a service with us (such as an early termination fee).
- We will provide the service from the date the activation takes effect (we will notify you when this happens).
- The date the service is activated with us is the date the contract period of the service begins.
- Complex implementations may require Level 3 engineering support and additional pricing will apply.

Service Cancellation

If you choose to cancel your service, you will need to let us know in writing.

- The early termination fee (ETF) is the total of all monthly charges' times the number of remaining months in the contract period.
- A 30-day cancellation fee (total minimum monthly cost of service) applies from Service cancellation date (The day we accept your cancellation request).
- You will need to ensure all data has been removed from the Virtual Machine before you request to terminate your service. Once your service has been terminated, all data will be lost.

Order Withdrawal

If you withdraw the order prior to activation, a withdrawal fee of $1500.00 applies. The withdrawal request must be received in writing 7 business days before the scheduled cutover of your service otherwise standard early termination fees as detailed in "Service Cancellation" above apply.

Faults

- We, our employees, contractors and agents shall in no circumstances be under any liability for any consequential or indirect loss or damage suffered by you or any other party.
- In the event you have service difficulties, you can notify our Customer Service Team.
- You will be required to assist with a reasonable level of troubleshooting to assist us in identifying the cause of the service difficulties.
- If the event a fault needs to be lodged with our upstream carrier, you agree to the possibility of an Incorrect Callout Fee being charged in the event no fault is found with our service.
- You are responsible for the maintenance and condition of all data stored on the CloudOffice - Virtual Machine.

8. Data Services – NBN

This product refers to:

- A National Broadband Network ("NBN") service delivered into our Next Generation Network Platform (NGN), via a variety of access tails and/or speeds, or; "NGN nbn™",
- A National Broadband Network (NBN) service, delivered as a resale of the AAPT IPLINE Service (previously known as Business Broadband). "Business Broadband",
- A National Broadband Network (NBN) service, delivered as a resale of the AAPT National Wholesale Broadband Service (previously known as Consumer Broadband). "Consumer Broadband".

Product Details & Specifications

- The NGN nbn™ service provides you with access to the government owned National Broadband Network as built by NBN Co. The aim of the nbn™ is to provide equal and ubiquitous internet access to Australian consumers and businesses.
- Please note this product is a best effort, Traffic Class 4 or TC4, consumer grade offering – and should not be used for real-time, latency sensitive business applications.
- NGN nbn™ connectivity may be provisioned using optical fibre cable, coaxial cable, copper pair usually used as a standard telephone line or fixed wireless technology depending on the technology available at the customers premises.
- NGN nbn™ is offered using shared access networks. Data transfer rates, latency, latency variation (jitter) and line attenuation are dependent upon many factors, and may vary during the day, location or other factors. NGN nbn™ may not be suited to some applications that are sensitive to such network parameters. Unless your Service specifies a static (i.e. non-changing) IPv4 address, we may provide it using dynamic IPv4 addresses, CG-NAT or equivalent service that may change periodically. The periodic changing of dynamic IPv4 addresses is normal network behaviour and not a fault.
- For Business Customers, static IPv4 addresses are available at an additional cost as per your application form. Static IPv4 addresses are not available for consumer customers.

- There are no further IPv4 addresses available to an individual service from us. IPv4 addresses supplied by us remain our property and cannot be transferred to your new provider.
- Unless specified on your account application, our nbn™ services do not include a nbn™ modem/router. You can provide your own nbn™ modem/router or purchase one from us.
- If your nbn™ service is delivered on nbn™ FTTB/N/C and is not capable of delivering the top speed for your plan, we will send you an email stating your line speed as determined by nbn™ within 3 weeks of your service being active. We will provide you with the option to downgrade to a lower plan (if possible), or cancel your plan, in each case without charge.
- Your nbn™ service will not operate in the event of a power outage unless your nbn™ service is connected using FTTP and a nbn™ battery backup unit is installed and working. nbn™ battery backup is not available through Wholesalecomms.
- Before ordering an nbn™ service, if you have any medical or security alarm services, you should contact your current provider to check if your services are compatible with your nbn™ services and identify what alternatives are available if they are not. If you have a medical alarm, Wholesalecomms recommends you register your medical alarm service on the NBN Medical Alarm Register at www.nbnco.com.au. If you are considering purchasing a home phone with your nbn™ service and have a serious or life-threatening medical condition, the Wholesalecomms service is not suitable for your needs.

Service Access Types

The NGN nbn™ is delivered to customers using a mix of technology types. The type of technology that will connect your customers to the nbn™ network depends on your location.

The access methods available for this service are as follows:

- Fibre to the Premises (FTTP)
- Fibre to the Node (FTTN)
- Fibre to the Building (FTTB)
- Fibre to the Curb (FTTC)
- Fixed Wireless (FW)
- Fixed Wireless Plus (FW+)
- Hybrid Fibre Coaxial (HFC)

Available nbn™ Speeds

Speed (Mbps)*	FTTP^	FTTB/N/C & HFC^	Fixed Wireless**^	Fixed Wireless Plus
Up to 12M/1M	Yes	Yes 12M/1M	Yes 12M/1M	N/A
Up to 25M/5M	Yes	Yes 25M/5M	Yes 25M/5M	Yes 25M/5M***
Up to 25M/10M	Yes	25M/5M-10M	N/A	N/A
Up to 50M/20M	Yes	Yes 25M-50M/5M-20M	Yes 25M-50M/5M-20M	N/A
Up to 100M/20M	Yes	Yes	N/A	N/A
Up to 100M/40M	Yes	Yes 25M-100M/5M-40M	N/A	N/A

* The advertised speeds offer the theoretical speed options for the Service via the nbn™ UNI-D port on a Fibre to the Premise or Fixed Wireless service, and the line rate on a VDSL modem on a FTTB/N/C service. FTTB/N/C and HFC services have a speed range. For FTTB/N/C and HFC services nbn™ will only provide support for an End Users Service line rate speed that is below the bottom of the range (i.e. experiencing less than 25Mbps downstream on a 25-50/5-20 Mbps service.
** For customers with an Existing nbn™ Fixed Wireless NTD, who wish to order a 25-50/5-20 service upgrade, this will only be available if a compatible NTD is available
^ Battery Backups are not included on all nbn™ access types - FTTP, FTTB/N/C, HFC or Fixed Wireless
*** Fixed Wireless Plus services are capable of delivering speeds of up to 75Mbps – however anything above 25Mbps is on a best efforts basis only

NBN New Development Fee

The Australian Government have released a policy regarding charges for building new telecommunications infrastructure in development areas. Previously nbn™ were responsible for meeting the cost of providing fibre to

new developments, however, this new policy stipulates the cost will now be passed onto both the developers and actual households that are being connected.

As of 1st April 2016, nbn™ will implement a $300.00 fee for all connections made in areas they have identified as being within the boundary of a new development. If you are in a greenfield or new development area, as determined by nbn™, and want to get connected to the nbn™ network, then the $300.00 fee will apply.

The new development fee will apply in the following cases:

- The first connection at a premises in a newly developed area (i.e. a suburb with no pre-existing telecommunications infrastructure).
- The first connection(s) at a premises in an established area in the rare instance that a developer has increased the number of dwellings on the same plot of land (e.g. demolished a single house and built a block of units).
- New customers signing up for Fibre to the Premises (FTTP) services where there is no connection that has been established. In most cases these would be in newly developed areas.

Service Activation & Transfer of Services

- The date the NBN service is activated with us is the date the contract period of the service begins.
- For NBN FTTB/N/C - if there are no vacant or inactive copper lines to your premises, you can nominate a compatible phone line to be sacrificed for your nbn™ service. Once the phone line has been sacrificed, you will no longer be able to use it as a voice line and you may lose the telephone number. Otherwise a new line can be connected for your nbn™ and there will be a once-off installation charge of $299.00.
- You understand that it is your responsibility to check the terms of your contract with your current provider, to determine if there will be any consequences under that contract as a result of connecting a service with us (such as an early termination fee).
- We will provide the service from the date the activation takes effect (we will notify you when this happens)
- You authorise us to act on your behalf to facilitate the transfer of your service from another provider. The date the service is transferred or activated with us is the date the contract period of the service begins.

Email Addresses & Outgoing Mail Server
An email address and outgoing mail (SMTP) server is not provided with this service.

Service Cancellation
If you choose to cancel your service, you will need to let us know in writing.

For nbn™

- If the service is within contract, an early termination fee of the monthly plan cost times the number of remaining months in the contract.

- A 30-day cancellation fee (total minimum monthly cost of service) applies from service cancellation date (The day we accept your cancellation request).

- If the service is outside the contracted period, you may request to cancel your service at any time by giving thirty days' written notice (including if you do not wish to continue to use your service during the notice period) by an authorised representative on your Wholesalecomms account.

- If you switch your NBN service to another provider, you must notify Wholesalecomms in writing to process the cancellation. The service will not be automatically cancelled due to switching to another provider.

For Business Broadband & NBN-EE (Enterprise Ethernet)

- The date the NBN-EE service is activated with us is the date the contract period of the service begins.
- If the service is within contract, an early termination fee of the monthly plan cost times the number of remaining months in the contract.
- A 30-day cancellation fee (total minimum monthly cost of service) applies from service cancellation date (The day we accept your cancellation request).
- If the service is outside the contracted period, you may request to cancel your service at any time by giving thirty days' written notice (including if you do not wish to continue to use your service during the notice period) by an authorised representative on your Wholesalecomms account.
- If you switch your NBN service to another provider, you must notify Wholesalecomms in writing to process the cancellation. The service will not be automatically cancelled due to switching to another provider.

For Consumer Broadband

- If the service is within contract, an early termination fee of the monthly plan cost times the number of remaining months in the contract.
- A 30-day cancellation fee (total minimum monthly cost of service) applies from service cancellation date (The day we accept your cancellation request).

Order Withdrawal

If you withdraw the order prior to activation a withdrawal fee applies as detailed below. The withdrawal request must be received in writing 2 business days before the scheduled cutover of your service otherwise standard early termination fees as detailed in "Service Cancellation" above apply.

For nbn™

- A withdrawal fee of $60.50 applies.

For Business Broadband

- A withdrawal fee of $99.00 applies.

For Consumer Broadband

- A withdrawal fee of $99.00 applies.

For NBN-EE Enterprise Ethernet

- Please enquire directly with Wholesalecomms Customer Service to confirm withdrawal fees.

Service Relocation

You can relocate your service any anytime by providing a request in writing.

- Relocation may result in an increase in your monthly price if you are serviced by a different upstream carrier than currently provides your service.
- The Relocation of a service will result in a new contract period applying from the date the new service is activated for the term selected by you.
- If we are unable to relocate your service, early termination fees (ETF) will apply. Refer to Service Cancellation.

For nbn™

- A relocation fee of $180.00 applies.

For Business Broadband

- A relocation fee of $165.00 applies.

For Consumer Broadband

- A relocation fee of $185.00 applies.

Faults

- The speed and performance of your connection may vary due to many different factors such as the nbn™ speed tier you are on, the length and quality of copper cabling used within the nbn™ network, in-home/business wiring, WiFi coverage within your home/business, modem configuration and location. nbn™ Fixed Wireless services are also affected by obstructions to line of sight, weather conditions and distance from transmission tower. Ensure that your WiFi modem is centrally positioned in your home/business to maximise WiFi coverage.
- The actual speed you will receive depends on a number of factors, including but not limited to, distance from the exchange, quality of the copper path, the equipment you have connected and traffic in external networks.
- The service provided is a best efforts service. There are no financial rebates available for service performance, uptime or fault conditions.
- We are unable to make guarantees to the speed you will receive on the nbn™. Any speed descriptions are port speed only, not the speeds you will necessarily receive.
- In the event you have service difficulties, you can notify our Customer Service Team.
- You will be required to assist with a reasonable level of troubleshooting to assist us in identifying the cause of the service difficulties.
- In the event a fault needs to be lodged with our upstream carrier, you agree to the possibility of an Incorrect Callout Fee being charged in the event no fault is found with our service.
- In the event the fault lies beyond the network boundary point as defined by the carrier, an Incorrect Callout Fee of $132.00, plus $38.50 per 15 minutes or part thereof may apply.
- You are responsible for providing appropriate, correctly configured hardware (modem, router, etc.) as required to use your service. Approved hardware is available for purchase directly from us.

10. Data Services – OptiComm Fibre

This product refers to:

- An OptiComm Fibre service delivered into our Next Generation Network Platform (“NGN”) via a variety of access tails and/or speeds, or; “NGN OptiComm Fibre”.

Product Details & Specifications

- The OptiComm Fibre service provides you with access to the OptiComm Network.
- Please note this product is a best effort, consumer grade offering – and should not be used for real-time, latency sensitive business applications.
- OptiComm Fibre connectivity may be provisioned using optical fibre cable, coaxial cable, copper pair usually used as a standard telephone technology depending on the technology available at the customers premises.
- OptiComm Fibre is offered using shared access networks. Data transfer rates, latency, latency variation (jitter) and line attenuation are dependent upon many factors, and may vary during the day, location or other factors. OptiComm Fibre may not be suited to some applications that are sensitive to such network parameters. Unless your Service specifies a static (i.e. non-changing) IPv4 address, we may provide it using dynamic IPv4 addresses, CG-NAT or equivalent service that may change periodically. The periodic changing of dynamic IPv4 addresses is normal network behaviour and not a fault.
- For Business Customers, static IPv4 addresses are available at an additional cost as per your application form. Static IPv4 addresses are not available for consumer customers.
- There are no further IPv4 addresses available to an individual service from us. IPv4 addresses supplied by us remain our property and cannot be transferred to your new provider.
- Unless specified on your account application, our OptiComm Fibre services do not include an OptiComm Fibre modem/router. You can provide your own OptiComm Fibre modem/router or purchase one from us.

- Your OptiComm Fibre service will not operate in the event of a power outage and an OptiComm Fibre battery back-up is not available through Wholesalecomms.
- Before ordering an OptiComm Fibre service, if you have any medical or security alarm services, you should contact your current provider to check if your services are compatible with your OptiComm Fibre services and identify what alternatives are available if they are not. If you are considering purchasing a home phone with your OptiComm Fibre service and have a serious or life-threatening medical condition, the Wholesalecomms service is not suitable for your needs.

Service Access Types

The OptiComm Fibre is delivered to customers using a mix of technology types. The type of technology that will connect you to the OptiComm Fibre network will depend on your location.

The access methods available for this service are as follows:

- Fibre to the Premises (FttP)
- Fibre to the Node (FttN)
- Fibre to the Building (FttB)
- Hybrid Fibre Coaxial (HFC)

Service Activation & Transfer of Services

- You understand that it is your responsibility to check the terms of your contract with your current provider, to determine if there will be any consequences under that contract as a result of connecting a service with us (such as an early termination fee).
- We will provide the service from the date the transfer or activation takes effect (we will notify you when this happens).
- You authorise us to act on your behalf to facilitate the transfer of your Service from another provider. The date the service is transferred or activated with us is the date the contract period of the service begins.

Email Addresses & Outgoing Mail Server

An email address and outgoing mail (SMTP) server is not provided with this product.

Service Cancellation

If you choose to cancel your service, you will need to let us know in writing.

- If the service is within contract, an early termination fee of the monthly plan cost times the number of remaining months in the contract.
- A 30-day cancellation fee (total minimum monthly cost of service) applies from Service cancellation date (The day we accept your cancellation request).
- If the service is outside the contracted period, you may request to cancel your service at any time by giving thirty days' written notice (including if you do not wish to continue to use your service during the notice period) by an authorised representative on your Wholesalecomms account.
- If you switch your NBN service to another provider, you must notify Wholesalecomms in writing to process the cancellation. The service will not be automatically cancelled due to switching to another provider.

Order Withdrawal

If you withdraw the order prior to activation a withdrawal fee applies as detailed below. The withdrawal request must be received in writing 2 business days before the scheduled cutover of your service otherwise standard early termination fees as detailed in "Service Cancellation" above apply.

A withdrawal fee of $60.50 applies.

Service Relocation

You can relocate your service any anytime by providing a request in writing.

- Relocation may result in an increase in your monthly price if you are serviced by a different upstream carrier than currently provides your service.
- The relocation of a service will result in a new contract period applying from the date the new service is activated for the term selected by you.
- If we are unable to relocate your service, early termination fees (ETF) will apply. Refer to Service Cancellation.

A relocation fee of $180.00 applies.

Faults

- The speed and performance of your connection may vary due to many different factors such as the OptiComm speed tier you are on, the length and quality of copper cabling used within your in-home/business wiring, WiFi coverage within your home/business, modem configuration and location. Ensure that your WiFi modem is centrally positioned in your home/business to maximise WiFi coverage.
- The actual speed you will receive depends on a number of factors, including but not limited to, distance from the exchange, quality of the copper path, the equipment you have connected and traffic in external networks.
- The service provided is a best efforts service. There are no financial rebates available for service performance, uptime or fault conditions.
- In the event you have service difficulties, you can notify our Customer Service Team.
- You will be required to assist with a reasonable level of troubleshooting to assist us in identifying the cause of the service difficulties.
- In the event a fault needs to be lodged with our upstream carrier, you agree to the possibility of an Incorrect Callout Fee being charged in the event no fault is found with our service.
- In the event the fault lies beyond the network boundary point as defined by the carrier, an Incorrect Callout Fee of $132.00, plus $38.50 per 15 minutes or part thereof may apply.
- You are responsible for providing appropriate, correctly configured hardware (modem, router, etc.) as required to use your service. Approved hardware is available for purchase directly from us.

9. Data Services – ADSL

This product refers to:

- An ADSL or ADSL2+ service delivered into our Next Generation Network (NGN), via a variety of access tails and/or speeds, or; “NGN ADSL”.
- An ADSL or ADSL2+ service, delivered as a resale of the AAPT IPLINE Service (previously known as Business Broadband). “Business Broadband”.
- An ADSL or ADSL2+ service, delivered as a resale of the AAPT National Wholesale Broadband Service (previously known as Consumer Broadband). “Consumer Broadband”.

Product Details & Specifications

- The ADSL or ADSL2+ service provides access to 3000+ ADSL, ADSL2+ enabled exchanges around Australia providing internet to 8 million homes and business.
- ADSL or ADSL2+ services is delivered to customers using a traditional POTS or PSTN line (copper network owned by Telstra).
- For ADSL or ADSL2+ Service, a Copper Telephone Line (PSTN) is required for the service to work.
- We will deliver the service to you via ADSL1 or ADSL2+, whichever will provide the best speed. The actual transmission rate experienced by you is dependent on the cable distance to the exchange and the condition of the copper pair used to deliver the service.
- This may be sold as a branded product, or as part of a promotion, under another name. All speeds quoted at point of sale are “Up to” speeds.

Service Name	Maximum Speed (Down/Up)

ADSL	Up to 8Mbps / 384Kbps
ADSL2+	Up to 24Mbps / 1Mbps (Annex A) Up to 20Mbps / 3Mbps (Annex M)

- Unless specified on your account application, our ADSL services do not include an ADSL modem/router. You can provide your own ADSL modem/router or purchase one from us.
- Unless your Service specifies a static (i.e. non-changing) IPv4 address we may provide it using dynamic IPv4 addresses that change periodically. The periodic changing of dynamic IPv4 addresses is normal network behaviour and not a fault.
- Unless your Service specifies a static (i.e. non-changing) IPv4 address, we may provide it using dynamic IPv4 addresses, CG-NAT or equivalent service that may change periodically. The periodic changing of dynamic IPv4 addresses is normal network behaviour and not a fault.
- For Business Customers, static IPv4 Addresses are available at an additional cost as per your application form. Static IPv4 Addresses are not available for consumer customers.
- There are no further IPv4 addresses available to an individual service from us. IPv4 addresses supplied by us remain our property and cannot be transferred to your new provider.

Service Activation & Transfer of Services

- You understand that it is your responsibility to check the terms of your contract with your current provider, to determine if there will be any consequences under that contract as a result of connecting a service with us (such as an early termination fee).
- We will provide the service from the date the transfer or activation takes effect (we will notify you when this happens).
- You authorise us to act on your behalf to facilitate the transfer of your Service from another provider. The date the service is transferred or activated with us is the date the contract period of the service begins.

Email Addresses & Outgoing Mail Server

An email address and outgoing mail (SMTP) server is not provided with this product.

Service Cancellation

If you choose to cancel your service, you will need to let us know in writing.

For NGN ADSL

- If the service is within contract, an early termination fee of $70.00 applies.
- A 30-day cancellation fee (total minimum monthly cost of service) applies from Service cancellation date (The day we accept your cancellation request).

For Business Broadband

- If the service is within contract, an early termination fee of the Monthly Plan Cost times the number of remaining months in the contract.
- A 30-day cancellation fee (total minimum monthly cost of service) applies from Service cancellation date (The day we accept your cancellation request).

For Consumer Broadband

- If the service is within contract, an early termination fee of $185.00 applies.
- A 30-day cancellation fee (total minimum monthly cost of service) applies from Service cancellation date (The day we accept your cancellation request).

Order Withdrawal

If you withdraw the order prior to activation a withdrawal fee applies as detailed below. The withdrawal request must be received in writing 2 business days before the scheduled cutover of your service otherwise standard early termination fees as detailed in “Service Cancellation” above apply.

For NGN ADSL

- A withdrawal fee of $60.50 applies.

For Business Broadband

- A withdrawal fee of $99.00 applies.

For Consumer Broadband

- A withdrawal fee of $99.00 applies.

Service Relocation

You can relocate your service any anytime by providing a request in writing.

- Relocation may result in an increase in your monthly price if you are serviced by a different upstream carrier than currently provides your service.
- The relocation of a service will result in a new contract period applying from the date the new service is activated for the term selected by you.
- If we are unable to relocate your service, early termination fees (ETF) will apply. Refer to Service Cancellation.

For NGN ADSL

- A relocation fee of $60.50 applies.

For Business Broadband

- A relocation fee of $165.00 applies.

For Consumer Broadband

- A relocation fee of $165.00 applies.

Faults

- The actual speed you will receive depends on a number of factors, including but not limited to, distance from the exchange, quality of the copper path, the equipment you have connected and traffic in external networks.
- The service provided is a best efforts service. There are no financial rebates available for service performance, uptime or fault conditions.
- The minimum specification of this service is a sync speed of 1.5Mbps down and 256Kbps upload.
- We are unable to make guarantees to the speed you will receive via ADSL. Any speed descriptions are port speed only, not the speeds you will necessarily receive.
- In the event you have service difficulties, you can notify our Customer Service Team.
- You will be required to assist with a reasonable level of troubleshooting to assist us in identifying the cause of the service difficulties.
- In the event a fault needs to be lodged with our upstream carrier, you agree to the possibility of an Incorrect Callout Fee being charged in the event no fault is found with our service.
- If the fault lies beyond the network boundary point as defined by the carrier, an Incorrect Callout Fee of $132.00, plus $38.50 per 15 minutes or part thereof may apply.
- You are responsible for providing appropriate, correctly configured hardware (modem, router, etc.) as required to use your service. Approved hardware is available for purchase directly from us.

10. Data Services – IPVPN/MPLS

Product Details & Specifications

- IPVPN/MPLS refers to our product which delivers site to site connectivity for multi-site business, including services such as Managed Firewall and Managed Routers.
- We may deliver this service using a range of 3rd party carriers detailed below across our own Next Generation Network (NGN).

Service Name	Delivery Method
Data Centre Cross Connects	Fibre
NGN: AAPT Mid Band Ethernet	Copper & Fibre
NGN: Telstra Ethernet Advantage	Copper & Fibre
NGN: Optus Ethernet over Copper	Copper
NGN: Optus Fibre	Fibre
NGN: Optus NBN (EWAN)	NBN Access
NGN: Optus NBN (RBBoNBN)	NBN Access
NGN: AAPT ADSL2+	Copper
NGN: Vocus ADSL2+	Copper
Cirrus: Fixed Wireless Ethernet	Radio / Wireless
Optus / Telstra Mobile Broadband (3G/4G)	Mobile

- A maximum of a /29 block of public Static IPv4 Addresses is available to you. There are no further IP addresses available to an individual service from us. IPv4 addresses supplied by us remain our property and cannot be transferred to your new provider. If you require additional Static IPv4 addresses, they can be purchased directly from APNIC and we can host them for you.

Service Activation

- You are responsible for ensuring your internal wiring is in-place and adequate before the service is installed. In the event your internal wiring is not suitable, you would be responsible for upgrading this, at your expense, before your order can proceed. In the event you decide to withdraw the order instead of proceeding with the upgrade, a withdrawal fee may apply (refer to Order Withdrawal).
- For Fibre delivery methods, there may be additional fees (Fee for Service) to deliver the service to your Communications Room. In the event that a Fee for Service applies, you will have the option to proceed and be charged the Fee for Service immediately, or have the works completed by your own contractor. If you do not proceed with the order, withdrawal fees will apply.
- For Copper delivery methods, there is a possibility that there is no available copper in the street to deliver the service. In the event this occurs, you can either nominate the required number of PSTN lines to sacrifice, or you may withdraw the order and withdrawal fees will apply. If you elect to attempt to connect new lines via the Telstra network to then nominate sacrifice, we are not responsible for any costs you incur and there is a possibility they may not be suitable for use.
- We will install a NTU (Network Terminating Unit) into your premises at your service demarcation point. Please refer to General Terms & Conditions, Clause 13.
- Managed Routers will be warranted (under a manufacturer's warranty and terms and conditions) for the term of the agreement.
- Installation of all Symmetrical/Ethernet suite products will always require a minimum of 2 site visits by our contractors, however more visits may be required.
- The standard lead time for each product is detailed below. These lead times apply from date that we confirm the acceptance of your order as ready to proceed. Whilst service is regularly delivered faster than these timeframes, there are also scenarios in which this lead time will be missed. This is a targeted lead time, with no rebates in the event it is missed. In the event that there are Fee for Service works, the site is not ready for install or there are network infrastructure shortfalls, these lead times will not progress until the issue in question has been rectified. Whilst each access may be installed the Standard Lead Time for an entire IPVPN /MPLS Network is up to 120 Business days.

Service Name	Standard Lead Time
Data Centre Cross Connects	Up to 15 Business Days
NGN: AAPT Mid Band Ethernet	Up to 30 Business Days (Copper) Up to 90 Business Days (Fibre)
NGN: Telstra Ethernet Advantage	Up to 110 Business Days (Fibre)
NGN: Optus Ethernet over Copper	Up to 30 Business Days

NGN: Optus Fibre	Up to 55 Business Days
NGN: Optus NBN (EWAN)	Up to 30 Business Days
NGN: Optus NBN (RBBoNBN)	Up to 30 Business Days
NGN: AAPT ADSL2+	Up to 20 Business Days
NGN: Vocus ADSL2+	Up to 20 Business Days
Cirrus: Fixed Wireless Ethernet	Up to 30 Business Days
Optus / Telstra Mobile Broadband (3G/4G)	Up to 10 Business Days

- We will provide the service from the date the activation takes effect (we will notify you when this happens).
- You authorise us to act on your behalf to facilitate the transfer of your service from another provider.
- The date the service is transferred or activated with us is the date the contract period of the service begins.

Equipment

We may also install a Managed Router into your premises as a Hardware Rental. Please refer to general terms & conditions, Clause 13. We deliver the equipment that you rent from us, to your nominated address and you are responsible for the security of the equipment once delivered to your site. Where possible, we use reasonable efforts to obtain the benefit of any warranties applicable to the equipment. All equipment carries a return to base warranty unless otherwise stated. No advance replacement available. Shipping/insurance fees are paid by the customer when sending goods to us. We will pay shipping fees when sending the equipment back to you.

Email Addresses & Outgoing Mail Server

An email address and outgoing mail (SMTP) Server is not provided with this product.

Minimum term

The minimum term for each component of your IPVPN/MPLS service is 36 months or any longer period set out in your separate agreement with us. The minimum term:

a. is separate for each site;
b. starts on the date we first provide you with the equipment and service for each site; and
c. during which you rent an item of equipment from us, must be the same as the minimum term of your equipment services for that rental equipment.

After the minimum term:

a. you or we may terminate your IPVPN/MPLS service in respect of a device by giving at least 30 days' prior written notice.

After the minimum term during which you rent an item of equipment from us, you may:

b. recontract your service with us;
c. return the equipment to us; or
d. if we agree, buy the equipment (we will tell you the purchase price on request).

Rental purchase of equipment

You don't have any title to any equipment you rent from us.
Your IPVPN/MPLS service includes rental equipment. You can choose your rental equipment from a list we make available from time to time. Your IPVPN/MPLS service only supports this rented equipment.
The rental charges for rental equipment are included as part of the monthly service charges for your IPVPN/MPLS service.

You must:

a. ensure the rental equipment is kept in good order and repair;
b. not sell, dispose of or encumber the rental equipment; and
c. allow us (or our supplier) to inspect the rental equipment at reasonable times.

Additional charges may apply if you modify the rental equipment without our prior written consent and the modifications reduce the equipment's use, value or functionality. This charge is a genuine pre-estimate of our loss.

If you remove a part of the rental equipment, you must at your own cost, replace the removed part with a part of equal or better quality and functionality ("Replacement Part"). The Replacement Part forms part of the rental equipment.

If we supply additional parts or upgrades to the rental equipment, this is treated as an add, move or change (as described below) and your rental charges may increase as a consequence. We will tell you of any increase in rental charges before supplying such additional parts or upgrading the rental equipment.

If any part of the rental equipment is lost, stolen or damaged beyond economic repair (except where it was caused by our breach or negligence), you must promptly tell us and pay us the present value of the rental equipment. If this occurs before the expiry of the applicable rental term, early termination charges may apply. You must obtain and maintain adequate insurance for the value of the rental equipment and for your ability to pay all rental charges. You must show us this insurance policy on our reasonable request from time to time.

Security of the equipment and network
We take reasonable care to control electronic access by third parties to the equipment for which we provide a IPVPN/MPLS service.

Unless otherwise agreed in writing, we have exclusive access to the login and password for all equipment we manage.

You may provide us with specific written instructions regarding your equipment's security. We will implement those instructions if we think they are reasonable.

You must tell us in advance of any vulnerability scanning or security assessment of your network.

We don't provide the level of security referred to above if there are deficiencies in the equipment or software. To reduce your security risk, we may schedule installation of software patches provided by our suppliers. If you ask us to install software patches at any other time, we may charge you for the applicable software update.
We don't provide you with any security services as part of your IPVPN/MPLS service other than as described in this clause.

Installation
The IPVPN/MPLS does not include an onsite installation. We will configure, test and ship the equipment to the nominated address on your application form.

Service Cancellation

- If you choose to cancel your service, you will need to let us know in writing with 30 days' notice. The early termination fee is your total monthly cost, multiplied by the number of months remaining on the contract.
- A 30-day cancellation fee (total minimum monthly cost of service) applies from service cancellation date (The day we accept your cancellation request).

Order Withdrawal

If you withdraw the order prior to activation a withdrawal fee for each service applies as detailed below. The withdrawal request must be received in writing 2 business days before the scheduled cutover of your service otherwise standard early termination fees as detailed in "Service Cancellation" above apply.

Service Name	Withdrawal Fee

NGN: AAPT Mid Band Ethernet	$1,045.00 Copper $2,750.00 Fibre
NGN: Telstra Ethernet Advantage	$6,050.00 Fibre
NGN: Optus Ethernet over Copper	$2,200.00
NGN: Optus Fibre	$2,750.00
NGN: Optus NBN (EWAN)	$2,200.00
NGN: Optus NBN (RBBoNBN)	$60.50
NGN: AAPT ADSL2+	$60.50
NGN: Vocus ADSL2+	$60.50
Cirrus: Fixed Wireless Ethernet	$1,045.00
Optus Mobile Broadband (3G/4G)	$15.00

Service Relocation

You can relocate your service any anytime by providing a request in writing.

- Relocation may result in an increase in your monthly price if you are serviced by a different upstream carrier than currently provides your service.
- We may not be able to service your new premises address; in which case an early termination fee will apply. Refer to Service Cancellation.
- The relocation of a service will result in a new contract period applying from the date the new service is activated for the term selected by you.

Service Name	**Relocation Fee per site**
NGN: AAPT Mid Band Ethernet	$1045.00 Copper $1800.00 Fibre
NGN: Telstra Ethernet Advantage	$1800.00 Copper $2,800.00 Fibre
NGN: Optus Ethernet over Copper	$2,400.00
NGN: Optus Fibre	$2,400.00
NGN: Optus NBN (EWAN)	$1,400.00
NGN: Optus NBN (RBBoNBN)	$180.00
NGN: AAPT ADSL2+	$60.50
NGN: Vocus ADSL2+	$60.50
Cirrus: Fixed Wireless Ethernet	$POA
Optus Mobile Broadband (3G/4G)	N/A

Faults

- The service provided is a best efforts service. There are no financial rebates available for service performance, uptime or fault conditions. Redundancy is highly recommended.
- In the event you have service difficulties, you can notify our Customer Service Team.
- You will be required to assist with a reasonable level of troubleshooting to assist us in identifying the cause of the service difficulties.
- In the event a fault needs to be lodged with our upstream carrier, you agree to the possibility of an Incorrect Callout Fee being charged in the event no fault is found with our service.
- If the fault lies beyond the network boundary point as defined by the carrier, an Incorrect Callout Fee of $132.00, plus $38.50 per 15 minutes or part thereof may apply.
- You are responsible for providing appropriate, correctly configured hardware (managed switches, routers, etc.) as required to use your service. Approved hardware is available for purchase directly from us.

Service Level Agreement

As part of service assurance, we assign a priority level to your fault. Where applicable, we aim to meet the target time frames outlined in the table below:

Category	Priority	Period	Target
Incident Response Time	P1	24x7x365	15 mins
	P2	24x7x365	30 mins
	P3	Business Hours	4 hours
	P4	Business Hours	12 hours
Target Restoration Time	P1	24x7x365	8 hours
	P2	24x7x365	12 hours
	P3	Business Hours	48 hours
	P4	Business Hours	48 hours

Category	Priority	Period	Target
Service Request Response Time	P5	Business Hours	1 Hours
	P6	Business Hours	4 Hours
	P7	Business Hours	8 hours
Target Restoration Time	P5	Business Hours	12 hours
	P6	Business Hours	24 hours
	P7	Business Hours	36 hours

Severity Level (Incidents)	Description
Priority 1	Severe business Impact. Critical business services down.
Priority 2	High business Impact. Non-critical services down. Service degradation.
Priority 3	Minor service degradation, specific service functionality unavailable.
Priority 4	A minor service issue.
Severity Level (Service Requests)	**Description**
Priority 5	Service Request is required to ensure continual operation of the business.
Priority 6	Service Request that has minimal impact to continual operation of the business
Priority 7	Service Request that is non-urgent, has no impact and is not required for continual operation of the business.

12. Data Services – Symmetrical Internet Services

Product Details & Specifications

Symmetrical Internet Services refers to a product that meets one of the below "Product Name"

Product Name	Delivery Method
NGN: AAPT Mid Band Ethernet	Copper & Fibre
NGN: Telstra Ethernet Advantage	Copper & Fibre
NGN: Optus Ethernet over Copper	Copper
NGN: Optus Fibre	Fibre
NGN: Optus NBN (EWAN)	NBN Access
AAPT: Pipe Networks EFM	Copper
AAPT: Fibre400	Fibre
Telstra Internet Lite	Fibre
Optus Internet Lite	Fibre
TPG Internet Lite	Fibre
Vocus Internet Lite	Fibre
Bigair: Fixed Wireless Ethernet	Radio / Wireless
Cirrus: Fixed Wireless Ethernet	Radio / Wireless

- This may be sold as a branded product, or as part of a promotion, under another name.
- All speeds quoted refer to the sync speed, or line speed, of the service, with the exception of the AAPT Pipe Networks EFM access method, which is an "Up-to" speed. We are unable to make guarantees to the speed you will receive via AAPT Pipe Networks EFM. The actual speed you will receive for all Symmetrical Internet Services depends on a number of factors, including but not limited to, distance from the exchange, quality of the copper path and traffic in external networks. The actual speed will also be constrained by the maximum throughput capability of the equipment you have connected to the service.
- Each one of these products come with 1 static IPv4 Address. Additional static IPv4 Addresses are available (up to 6 Additional IP Addresses depending on the Product selected) at an additional cost as per the application form, with the exception of the AAPT Pipe Network EFM where there are no additional Static IPv4 Addresses available. There are no further static IPv4 addresses available to an individual service from us. IPv4 addresses supplied by us remain our property and cannot be transferred to your new provider. If you require additional static IPv4 addresses, they can be purchased directly from APNIC and we can host them for you. Justification will be required for your additional static IPv4 address.
- For Telstra Ethernet Advantage (Copper or Fibre) where you will be supplying your own router, the router must be able to be rate limited to the access speed purchased and configured with the appropriate burst settings.

Service Activation

- You are responsible for ensuring your internal wiring is in-place and adequate before the service is installed. In the event your internal wiring is not suitable, you would be responsible for upgrading this, at your expense, before your order can proceed. In the event you decide to withdraw the order instead of proceeding with the upgrade, a withdrawal fee may apply (refer to Order Withdrawal).
- For fibre delivery methods, there may be additional fees (Fee for Service) to deliver the service to your communications Room. In the event that a fee for service applies, you will have the option to proceed and be charged the fee for service immediately, or have the works completed by your own contractor. If you do not proceed with the order, withdrawal fees will apply.
- For copper delivery methods, there is a possibility that there is no available copper in the street to deliver the service. In the event this occurs, you can either nominate the required number of PSTN lines to sacrifice, or you may withdraw the order without penalty. If you elect to attempt to connect new lines via the Telstra network to then nominate sacrifice, we are not responsible for any costs you incur and there is a possibility they may not be suitable for use.
- We will install a NTU (Network Terminating Unit) into your premises at your service demarcation point. Please refer to General Terms & Conditions, Clause 13.

- Installation of all Symmetrical/Ethernet suite products will always require a minimum of 2 site visits by our contractors, however more visits may be required.
- The standard lead time for each product is detailed below. These lead times apply from date that we confirm the acceptance of your order as ready to proceed. Whilst service is regularly delivered faster than these timeframes, there are also scenarios in which this lead time will be missed. This is a targeted lead time, with no rebates in the event it is missed. In the event that there are fee for service works, the site is not ready for install or there are network infrastructure shortfalls, these lead times will not progress until the issue in question has been rectified.
- We will provide the service from the date the activation takes effect (we will notify you when this happens).
- The date the service is activated with us is the date the contract period of the service begins.

Service Name	**Standard Lead Time (subject to infrastructure being available)**
NGN: AAPT Mid Band Ethernet	Up to 30 Business Days (Copper) Up to 90 Business Days (Fibre)
NGN: Telstra Ethernet Advantage	Up to 45 Business Days (Copper) Up to 110 Business Days (Fibre)
NGN: Optus Ethernet over Copper	Up to 30 Business Days
NGN: Optus Fibre	Up to 55 Business Days
NGN: Optus NBN (EWAN)	Up to 30 Business Days
AAPT: Pipe Networks EFM	Up to 30 Business Days
AAPT: Fibre400	Up to 55 Business Days
Optus Internet Lite	Up to 55 Business Days
Optus Internet Lite	Up to 55 Business Days
TPG Internet Lite	Up to 55 Business Days
Vocus Internet Lite	Up to 55 Business Days
Bigair: Fixed Wireless Ethernet	Up to 30 Business Days
Cirrus: Fixed Wireless Ethernet	Up to 30 Business Days

Email Addresses & Outgoing Mail Server
An email address and outgoing mail (SMTP) Server is not provided with this product.

Service Cancellation

If you choose to cancel your service, you will need to let us know in writing with 30 days' notice. The early termination fee is your monthly cost, multiplied by the number of months remaining on the contract.

A 30-day cancellation fee (total minimum monthly cost of service) applies from service cancellation date (The day we accept your cancellation request).

Order Withdrawal

If you withdraw the order prior to activation a withdrawal fee for each service applies as detailed below. The withdrawal request must be received in writing 2 business days before the scheduled cutover of your service otherwise standard early termination fees as detailed in "Service Cancellation" above apply.

Service Name	**Withdrawal Fee**
NGN: AAPT Mid Band Ethernet	$1,045.00 Copper $2,750.00 Fibre
NGN: Telstra Ethernet Advantage	$2,750.00 Copper $6,050.00 Fibre
NGN: Optus Ethernet over Copper	$2,200.00
NGN: Optus Fibre	$2,750.00

NGN: Optus NBN (EWAN)	$2,200.00
Optus Internet Lite	$2,750.00
Telstra Internet Lite	$3,000
TPG Internet Lite	$2,750.00
Vocus Internet Lite	$2,750.00
AAPT: Pipe Networks EFM	$950.00
AAPT: Fibre400	$2,500.00
Bigair: Fixed Wireless Ethernet	$1,045.00
Cirrus: Fixed Wireless Ethernet	$1200.00

Service Relocation

You can relocate your service any anytime by providing a request in writing.

- Relocation may result in an increase in your monthly price if you are serviced by a different upstream carrier than currently provides your service.
- We may not be able to service your new premises address; in which case an early termination fee will apply. Refer to Service Cancellation.
- The relocation of a service will result in a new contract period applying from the date the new service is activated for the term selected by you.

Service Name	**Relocation Fee per site**
NGN: AAPT Mid Band Ethernet	$1045.00 Copper $1800.00 Fibre
NGN: Telstra Ethernet Advantage	$1800.00 Copper $2,800.00 Fibre
NGN: Optus Ethernet over Copper	$2,400.00
NGN: Optus Fibre	$2,400.00
NGN: Optus NBN (EWAN)	$1,400.00
Optus Internet Lite	$2750.00
TPG Internet Lite	$2750.00
Telstra Internet Lite	$POA
Vocus Internet Lite	$2750.00
AAPT: Pipe Networks EFM	$1,200.00
AAPT: Fibre400	$2,500.00
Bigair: Fixed Wireless Ethernet	$POA
Cirrus: Fixed Wireless Ethernet	$POA

Faults

- The service provided is a best efforts service. There are no financial rebates available for service performance, uptime or fault conditions.
- In the event you have service difficulties, you can notify our Customer Service Team.
- You will be required to assist with a reasonable level of troubleshooting to assist us in identifying the cause of the service difficulties.
- In the event a fault needs to be lodged with our upstream carrier, you agree to the possibility of an Incorrect Callout Fee being charged in the event no fault is found with our service.
- If the fault lies beyond the network boundary point as defined by the carrier, an Incorrect Callout Fee of $220.00, plus $132.00 per hour thereafter may apply.
- You are responsible for providing appropriate, correctly configured hardware (router, etc.) as required to use your service. Approved hardware is available for purchase directly from us.
- For Telstra Internet Lite, TPG Internet Lite, Vocus Internet Lite and Optus Internet Lite we provide the following targeted best effort measures which do not carry a financial service level rebate

	Metro	Regional	Rural
Telstra	2 business hours response, 12 business hours restore	5pm, next Business Day when Incident logged during Standard Help Desk availability times	5pm, 2nd Business Day when Incident logged during Standard Help Desk availability times
TPG	5pm, next Business Day when Incident logged during Standard Help Desk availability times	5pm, 2nd Business Day when Incident logged during Standard Help Desk availability times	Not offered by TPG or Optus
Optus			
Vocus			5pm. 3rd Business Day when Incident logged during Standard Help Desk availability times

Service Level Geographical coverage definitions
Telstra

- Metro: Urban areas with a population of greater than 10,000
- Regional: Rural areas with a population of between 200 and 10,000, but not within Telstra's Extended Charging Zones
- Rural: Remote areas with a population of less than 200 people or areas included in a Telstra Extended Charging Zone

Vocus

- Metro Area means an area within Australia bounded by a radial distance up to and including 50km from the GPO in Adelaide, Brisbane, Canberra, Darwin, Hobart, Newcastle, Melbourne, Perth and Sydney or where no GPO is available, the town hall
- Regional Area means an area within Australia with a distance of more than 50km and less than or equal to 500km from the GPO in the closest Metro Area.
- Rural Area means an area within Australia with a distance of more than 500km from the GPO in the closest Metro Area.

TPG

- Metro: within 50km of GPO or local calling area
- Regional: location that is neither Metro or Rural
- Rural: a location that is greater than 250km from a town with a population of 10,000 or more

Optus

- Metro means: An area within the following distance from the GPO of the relevant Australian capital city:
    - (i) Brisbane – 25kms
    - (ii) Sydney – 50kms
    - (iii) Adelaide – 25kms
    - (iv) Perth – 30kms
    - (v) Canberra – 15kms
    - (vi) Melbourne – 50kms
    - (vii) Darwin – 5kms
- Regional means: Areas that are outside of the Metro area;

13. SOHO Internet Bundle

Product Details & Specifications

SOHO Internet Bundle refers to our product which delivers single site internet connectivity using a 100/40 Mbits NBN (RBBoNBN) network service. The Bundle includes a 4G backup service and a WiFi router that can support up to 5 users and 15 devices.

The 100/40 Mbits speed is the theoretical maximum speed for the service via the nbn™ UNI-D port on a Fibre to the Premise or Fixed Wireless service, and the line rate on a VDSL modem on a FTTB/N/C service. FTTB/N/C and HFC services have a speed range.

Minimum term and availability

The minimum term for each component of your SOHO Internet Bundle service is 36 months or any longer period set out in your separate agreement with us. The minimum term:

a. is separate for each service.
b. starts on the date we first provide you with equipment services for the device; and

After the minimum term you may terminate your SOHO Internet Bundle by giving at least 30 days' prior written notice. Termination will terminate all components of the SOHO Internet Bundle service.

After the minimum term you may:

a. continue with the service month to month, or
b. recontract your service with us, or
c. continue to receive the service month to month, or
d. cancel the service and keep the provided WiFi router

Available discounts

You can qualify for a discount in the monthly rental of your SOHO Internet Bundle, if you:

- at the time of purchase also purchase, a minimum of two Cloud PBX Extensions or SIP services from us on a service term of 36 months or more, or
- at the time off purchase, extend the term of a minimum of two existing Cloud PBX Extensions or SIP services with us for a service term of 36 months or more, or
- maintain at least two active Cloud PBX or SIP services with us while continuing to receive the SOHO Internet Bundle service.

If at any time these conditions are no longer met, we may remove the discount from your service, or cancel your service by giving 30 days' notice of cancellation. For any service cancelled, early termination charges will apply if applicable.

NBN New Development Fee

As this service is delivered using an NBN (RBBoNBN) service, please refer to 'NBN New Development Fee ' in the Data Services – NBN section of these terms for additional terms associated with Service Activation for your SOHO Internet Bundle.

Service Activation

- You are responsible for ensuring your internal wiring is in-place and adequate before the service is installed. In the event your internal wiring is not suitable, you would be responsible for upgrading this, at your expense, before your order can proceed. In the event you decide to withdraw the order instead of proceeding with the upgrade, a withdrawal fee may apply (refer to Order Withdrawal).
- The standard lead time for your service is up to 30 Business Days. This is a targeted lead time, with no rebates in the event it is missed. This lead times applies from date that we confirm the acceptance of your order as ready to proceed. In the event that there are fee for service works, the site is not ready for install or there are network infrastructure shortfalls, these lead times will not progress until the issue in question has been rectified.

- We will provide the service from the date the activation takes effect (we will notify you when this happens).
- As this service is delivered using an NBN (RBBoNBN) service, please refer to 'Service Activation & Transfer of Services' in the Data Services – ADSL section of these terms for additional terms associated with Service Activation for your SOHO Internet Bundle.
- We deploy your SOHO Internet Bundle with a standard configuration that supports most customer environments. If you require a custom configuration before shipment of the equipment, we will aim to deliver it on a best efforts basis for a charge of $42.00.
- Any custom configurations of hardware once the device has been shipped are your responsibility.

Service Cancellation

You can terminate a SOHO Internet Bundle service by giving us at least 30 days' prior written notice, but if you do so before the end of the applicable minimum term for that SOHO Internet Bundle service, you may have to pay us an early termination charge. If you choose to cancel your service before the expiry of the applicable rental term, an early termination fee of $369.00

If you have a SOHO Internet Bundle service, all components of the Bundle service are terminated as a whole and may not be terminated in part.

If you have a SOHO Internet Bundle service, and we are no longer able to support the equipment provided as part of the service, we may by giving least 30 days written notice:

a. replace your equipment with substantially equivalent or better rental equipment if you are still within your selected minimum term; or
b. terminate your service after the expiry of your selected minimum term.

- A 30-day cancellation fee (total minimum monthly cost of service) applies from service cancellation date (The day we accept your cancellation request).

Order Withdrawal

If you withdraw the order prior to activation a withdrawal fee for each service applies as detailed below. The withdrawal request must be received in writing 2 business days before the scheduled cutover of your service otherwise standard early termination fees as detailed in "Service Cancellation" above apply.

- A withdrawal fee of $120.00 applies per site

Equipment

As part of the SOHO Internet Bundle service we provide you with equipment to enable the service at your premises. You are responsible for the security of the equipment once delivered to your site. All equipment carries a return to base warranty unless otherwise stated. Warranty terms are as per those provided by the manufacturer of the equipment provided to you. Where possible, we use reasonable efforts to obtain the benefit of any warranties applicable to the equipment. No advance replacement available. Shipping/insurance fees are paid by the customer when sending goods to us. We will pay shipping fees when sending the equipment back to you.

If any part of the equipment is lost, stolen or damaged beyond economic repair (except where it was caused by our breach or negligence), before the expiry of the applicable rental term, early termination charges may apply.

If the service is cancelled before the expiry of the applicable rental term, early termination charges may apply to recover the cost of this equipment.

Security of the equipment and network

We take reasonable care to control electronic access by third parties to the equipment for which we provide a service.

You may provide us with specific written instructions regarding your equipment's security. We will implement those instructions if we think they are reasonable. Additional charges may apply if these instructions are provided after the equipment has been shipped to you at the commencement of the rental term.

Installation
The SOHO Internet Bundle service does not include an onsite installation. We will configure, test and ship the equipment to the nominated address on your application form.

Wireless backup with your SOHO Internet Bundle service
A wireless backup service is provided as part of the SOHO Internet Bundle service. You must not use this feature as your primary broadband service. Performance of the wireless backup service is subject to wireless network coverage and may vary at different locations. The bandwidth of the backup service is restricted to 5 Mbits download and 1 Mbits upload. It does not deliver the same bandwidth as the NBN service. It is your responsibility to report faults on the NBN (RBBoNBN) network service part of this service in the case of an outage. Fair use terms apply to the use of this backup service. If your wireless backup service uses more than 50GB of data within a calendar month and you have not reported a fault on the NBN (RBBoNBN) network service part of this service, we reserve the right to charge for excess usage beyond 50GB of data at a rate of $0.02 per MB.

Service Relocation

You may request of us to relocate your SOHO Internet Service to another location by providing a request in writing.

- Relocation may result in an increase in your monthly price if the change in location results in a change in technology required to support your service
- The Relocation of a service will result in a new contract period applying from the date the new service is activated for the term selected by you.
- If we are unable to relocate your service, an early termination fee (ETF) will apply. Refer to Service Cancellation.

Faults

- The service provided is a best efforts service. There are no financial rebates available for service performance, uptime or fault conditions.
- In the event you have service difficulties, you can notify our Customer Service Team.
- You will be required to assist with a reasonable level of troubleshooting to assist us in identifying the cause of the service difficulties.
- Our Customer Service Team will use best efforts to restore your service to the configuration set at the time of Service Activation. You will be responsible for the restoration of any custom configurations made to your service after Service Activation.
- In the event a fault needs to be lodged with our upstream carrier, you agree to the possibility of an Incorrect Callout Fee being charged in the event no fault is found with our service.
- If the fault lies beyond the network boundary point as defined by the carrier, an Incorrect Callout Fee of $132.00, plus $38.50 per 15 minutes or part thereof may apply.
- You are responsible for providing appropriate, correctly configured hardware (Managed Switches, Router's, etc.) as required to use your service. Approved hardware is available for purchase directly from us.

14. Managed Internet

Product Details & Specifications

Managed Internet refers to our product which delivers single site Internet connectivity for business, including optional services such as Internet Security and SD-WAN. The service includes a Primary Fixed Service and a Backup Wireless network access, customer premises equipment and management.

Managed Internet is available in four variants as shown in the table below:

Offering	**Primary Fixed Service**
Managed Internet SMB Lite	NGN: Optus NBN (RBBoNBN)
Managed Internet SMB	NGN: Optus NBN (RBBoNBN) Optus Fibre Telstra Fibre
Managed Internet SMB Advanced	NGN: Optus NBN (RBBoNBN) Optus Fibre Telstra Fibre
Managed Internet Medium Enterprise	NGN: Optus NBN (RBBoNBN) Optus Fibre Telstra Fibre

Product limitations
Managed Internet service does not support Integration with third party applications or networks such as Active Directory or VPN tunnels to third party network or SaaS services.

Minimum term

The minimum term for your Managed Internet service is 36 months or any longer period set out in your separate agreement with us. The minimum term:

a. is separate for each site;
b. starts on the date we first provide you with equipment services for the device; and

After the minimum term you may:

a. continue with the service month to month, or
b. recontract your service with us, or
c. return the equipment to us, or
d. if we agree, buy the equipment (we will tell you the purchase price on request).

NBN New Development Fee
If you order Managed Internet over NBN (RBBoNBN), you may incur a New Development Fee. Please refer to 'NBN New Development Fee ' in the Data Services – NBN section of these terms for additional terms associated with Service Activation for your Managed Internet Service over Optus NBN (RBBoNBN).

Service Activation

- You are responsible for ensuring your internal wiring is in-place and adequate before the service is installed. In the event your internal wiring is not suitable, you would be responsible for upgrading this, at your expense, before your order can proceed. In the event you decide to withdraw the order instead of proceeding with the upgrade, a withdrawal fee may apply (refer to Order Withdrawal).
- The standard lead time for your service will depend on the Primary Fixed Service you select as detailed below. These lead times apply from date that we confirm the acceptance of your order as ready to proceed and is a targeted lead time, with no rebates in the event it is missed. Whilst service is regularly delivered faster than these timeframes, there are also scenarios in which this lead time will be missed. In

the event that there are fee for service works, the site is not ready for install or there are network infrastructure shortfalls, these lead times will not progress until the issue in question has been rectified.

- Unless identified and agreed by us up front, third party service integrations are not available with Managed Internet
- We will provide the service from the date the activation takes effect (we will notify you when this happens).
- As this service is available over NBN (RBBoNBN) service, please refer to 'Service Activation & Transfer of Services' in the Data Services – ADSL section of these terms for additional terms associated with Managed Internet Service over NGN: NBN (RBBoNBN).
- The date the service is activated with us is the date the contract period of the service begins.

Primary Fixed Service	**Standard Lead Time**
NGN: NBN (RBBoNBN)	Up to 30 Business Days
Optus Fibre	Up to 55 Business Days
Telstra Fibre	Up to 55 Business Days

Service Cancellation

You can terminate a Managed Internet by giving us at least 30 days' prior written notice, but if you do so before the end of the applicable minimum term for that Managed Internet service, you may have to pay us an early termination charge.

If you have a Managed Internet service, all components of the service are terminated as a whole and may not be terminated in part.

The calculation of the early termination charge will be determined as per the below:

Primary Access Technology	**Managed Internet offering**	**Within the first 12 months**	**After the first 12 months**
NBN (RBBoNBN)	SMB Lite SMB SMB Advanced Medium Enterprise	$362 $1,089 $2,904 $3,025	$313 $726 $2,057 $2,057
Optus Fibre	SMB Lite SMB SMB Advanced Medium Enterprise	$2,419 plus 20% of remaining monthly rental	$1,209 plus 20% of remaining monthly rental
Telstra Fibre	SMB Lite SMB SMB Advanced Medium Enterprise	$3,630 plus 80% of remaining monthly rental	$3,630 plus 40% of remaining monthly rental

If you have a Managed Internet service and we are no longer able to support that equipment that forms part of the service, we may by giving least 30 days written notice:

c. replace your equipment with substantially equivalent or better equipment if you are still within your selected minimum term; or
d. terminate your Managed Internet service after the expiry of your selected minimum term.

If the rental arrangement is terminated for your Managed Internet service, then you must immediately, at your cost:

a. return that equipment to an address we tell you and tell us in writing that you have done so (including by telling us the delivery address and date, the equipment's serial number, the courier company name, the consignment note number, and such other information we reasonably request); or
b. where we specify it is possible, purchase the applicable equipment. We will tell you the purchase price on request.

Equipment
We install equipment as part of your Managed Internet service. You must obtain our prior written consent before repairing or servicing the equipment or altering your access service. You must not alter the labels or other identifying marks on any equipment we provide you. We deliver the equipment to your nominated address and you are responsible for the security of the equipment once delivered to your site.

For Managed Internet services delivered over NBN Fibre to the Node or NBN Fibre to the Basement, we may also provide a VDSL enabled modem as part of the Hardware Rental to enable the service.

If the equipment we provide as part of the service needs to be replaced, it will be shipping within 24 hours of being identified as required. We will pay shipping fees for the sending of this equipment. You as the customer are responsible for arranging Shipping/insurance fees for the equipment to be returned to us.

Rental purchase of equipment
You do not have any title to any equipment provided by us as part of your Managed Internet Service

We provide equipment as part of your Managed Internet Service that is determined by the variant of Managed Internet you select. Your Managed Internet service only supports this equipment.

You must:

a. ensure the equipment is kept in good order and repair.
b. not sell, dispose of, or encumber the equipment; and
c. allow us (or our supplier) to inspect the equipment at reasonable times.

Additional charges may apply if you modify the equipment without our prior written consent and the modifications reduce the equipment's use, value or functionality. This charge is a genuine pre-estimate of our loss.

If you remove a part of the equipment, you must at your own cost, replace the removed part with a part of equal or better quality and functionality ("Replacement Part"). The Replacement Part forms part of the equipment.

If we supply additional parts or upgrades to the equipment, this is treated as an add, move or change (as described below) and your rental charges for your Managed Internet Service may increase consequently. We will tell you of any increase in rental charges before supplying such additional parts or upgrading the equipment.

If any part of the equipment is lost, stolen or damaged beyond economic repair (except where it was caused by our breach or negligence), you must promptly tell us and pay us the present value of the equipment. If this occurs before the expiry of the applicable rental term (or your chosen service term if you have the Managed Internet service), early termination charges may apply.

You must obtain and maintain adequate insurance for the value of the equipment and for your ability to pay all rental charges. You must show us this insurance policy on our reasonable request from time to time.

Security of the equipment and network
We take reasonable care to control electronic access by third parties to the equipment for which we provide a Managed Internet Service. Unless otherwise agreed in writing, we have exclusive access to the login and

password for all equipment we manage. You may provide us with specific written instructions regarding your equipment's security. We will implement those instructions if we think they are reasonable. You must tell us in advance of any vulnerability scanning or security assessment of your network.

We do not provide the level of security referred to above if there are deficiencies in the equipment or software. To reduce your security risk, we may schedule installation of software patches provided by our suppliers. If you ask us to install software patches at any other time, we may charge you for the applicable software update.

Licence to use related software
We procure the right for you to use any software that forms part of the equipment or the Managed Internet service on the same terms that the relevant third-party vendor grants such licences. You must comply with the licence terms.

Fixed licence terms
Some equipment vendors have fixed term license agreements for the user of software. In such cases, licenses may come into effect when the service is ordered. Delays in the activation of the Access over which the Managed Internet service will be delivered, and which may be beyond our control, may mean the license becomes active before the service activation is complete.

With such fixed term license agreements, after the minimum term, your Managed Internet service may cease to operate. In such cases, you will have the opportunity to extend the license through a contract renewal for your Managed Internet Service

Installation
The Managed Internet Service does not include an onsite installation. We will configure, test, and ship the equipment to the nominated address on your application form. A self-installation guide will be included when we send the equipment to you.

Fee for Service
In certain circumstances there may be a need for additional installation work to deliver your Managed Internet Service, including:

- Installation such as altering cabling or equipment,
- Maintenance work that is requested outside our normal service assurance commitments,
- Repair work (including wiring beyond the first socket and the installation of additional sockets where the installation is neither standard nor non-standard),
- Consultancy for addition, removal, or alteration in the network or network design

In these circumstances, a Fee for Service may be applicable as determined by us on a case-by-case basis. These costs will be identified and presented up front for your approval before proceeding with activation.

Backup Wireless network access and your Managed Internet Service
A Backup Wireless network access is included as part of your Managed Internet Service. This service is to only be used for redundancy for the Primary Fixed Service in the case of an outage of Primary Fixed Service. . You must not use this feature as your primary broadband service. Performance of the wireless backup service is subject to wireless network coverage and may vary at different locations. The bandwidth of the backup service is not shaped but is provided on a best efforts basis. It does not deliver the same bandwidth as the Primary Fixed Service. The Wireless backup service is not to be used as a replacement for the Primary Fixed Service or when the Primary Fixed Service is available for use. Fair Use Policy applies to this service.

Service Relocation
You may request of us to relocate your Managed Internet Service to another location. A Service Relocation fee is applicable to all Service Relocations. We will notify you of the Service Relocation fee before we commence the relocation. If the new service delivery point is commissioned at the same time or before the old service delivery

point is decommissioned, no Early Termination Charge is payable for decommissioning the old service. Any minimum contract period that applied before the service relocation continues to apply to the service after it is relocated.

The monthly charge for the service may change after the relocation depending on the location of the new service delivery point, availability of the existing carrier Primary Fixed Service at the new location. We will notify you of any change to your monthly charge before we commence the relocation.

If you choose to cancel your service minimum contract period, you will need to let us know in writing with 30 days' notice. Early termination fee will apply if the service is still within the.

Order Withdrawal
If you withdraw the order prior to activation a withdrawal fee for each service applies as detailed. The withdrawal request must be received in writing 10 business days before the Primary Fixed Service associated with your Managed Internet Service is scheduled to be installed, otherwise standard early termination fees as detailed in "Service Cancellation" above apply.

Service type	**Primary Fixed Service**		
	NBN (RBBoNBN)	**Optus Fibre**	**Telstra Fibre**
Managed Internet SMB Lite	$241	Not applicable	Not applicable
Managed Internet SMB	$241	$4,235	$6,655
Managed Internet SMB Advanced	$241	$4,235	$6,655
Managed Internet Medium Enterprise	$241	$4,235	$6,655

Faults

- In the event you have service difficulties, you can notify our Customer Service Team.
- You will be required to assist with a reasonable level of troubleshooting to assist us in identifying the cause of the service difficulties.
- In the event a fault needs to be lodged with our upstream carrier, you agree to the possibility of an Incorrect Callout Fee being charged in the event no fault is found with our service.
- If the fault lies beyond the network boundary point as defined by the carrier, an Incorrect Callout Fee of $132.00, plus $38.50 per 15 minutes or part thereof may apply.
- You are responsible for providing appropriate, correctly configured hardware (Managed Switches, Router's, etc.) as required to use your service. Approved hardware is available for purchase directly from us.

Service Level Targets
As part of service assurance, we assign a priority level to Incident Management and Service Request as per the table below. Where applicable, we aim to meet the associated target time frames as illustrated in the table below. There are no financial rebates available for service performance, up time, or fault conditions.

Incident Management	**Priority**	**Response**		**Restore**	
		Period	**Target**	**Period**	**Target**
Severe business Impact. Critical business services down.	Priority 1	24x7x365	2 Hours	Business Hours*	12 hours
High business Impact. Non-critical services down. Service degradation.	Priority 2	24x7x365	2 Hours	Business Hours*	12 hours
Minor service degradation, specific service functionality unavailable.	Priority 3	Business Hours*	4 hours	Business Hours*	48 hours

A minor service issues	Priority 4	Business Hours*	12 hours	Business Hours*	48 hours
Service Requests					
Service Request is required to ensure continual operation of the business.	Priority 5	Business Hours*	2 Hours	Business Hours*	12 hours
Service Request that has minimal impact to continual operation of the business	Priority 6	Business Hours*	4 Hours	Business Hours*	24 hours
Service Request that is non-urgent, has no impact and is not required for continual operation of the business.	Priority 7	Business Hours*	8 hours	Business Hours*	36 hours

*Business Hours: 8.30am to 6pm, Monday to Friday (excluding National Public Holidays)

The following times are added to the Target Restore times based on where the service is located, and the Primary Fixed Service used to deliver the service:

	Metro	**Regional**	**Rural**
NGN: NBN (RBBoNBN)	5pm, next Business Day when Incident logged during Standard Help Desk availability times	5pm, 2nd Business Day when Incident logged during Standard Help Desk availability times	3rd Business Day when Incident logged during Standard Help Desk availability times
Optus Fibre	No additional time added	5pm, next Business Day when Incident logged during Standard Help Desk availability times	
Telstra Fibre	No additional time added	5pm, next Business Day when Incident logged during Standard Help Desk availability times	5pm, 2nd Business Day when Incident logged during Standard Help Desk availability times

The Service Level Geographical coverage definitions in the above table vary for each delivery method as follows:
NGN: NBN (RBBoNBN) Primary Fixed Service

Optus Fibre Primary Fixed Service

- Metro means: An area within the following distance from the GPO of the relevant Australian capital city:
  - (i) Brisbane – 25kms
  - (ii) Sydney – 50kms
  - (iii) Adelaide – 25kms
  - (iv) Perth – 30kms
  - (v) Canberra – 15kms
  - (vi) Melbourne – 50kms
  - (vii) Darwin – 5kms
- Regional and Rural means: Areas that are outside of the Metro area;

Telstra Fibre Primary Fixed Service

- Metro: Urban areas with a population of greater than 10,000
- Regional: Rural areas with a population of between 200 and 10,000, but not within Telstra's Extended Charging Zones
- Rural: Remote areas with a population of less than 200 people or areas included in a Telstra Extended Charging Zone

These fault service assurance targets do not apply only in the following circumstances:

- the fault occurs during a planned outage
- we have suspended, replaced, withdrawn or terminated the relevant Managed Internet service (or given notice that we intend to do so)
- the relevant fault is caused, directly or indirectly, by the Customer or its End Users or any of their equipment or facilities, including any building failure
- the relevant fault arose because of Force Majeure

15. Managed Cisco Meraki

Product Details & Specifications

Managed Cisco Meraki ("MCM") refers to our product which delivers single site internet connectivity or SD-WAN (Software Defined Wide-Area Networks) for business, including services such as managed firewall, routers, switches & wireless access points. This service will be delivered using a range of 3rd party data carriers detailed below across our own Next Generation Network ("NGN").

Service Name	Delivery Method
NGN: AAPT Mid Band Ethernet	Copper & Fibre
NGN: Telstra Ethernet Advantage	Copper & Fibre
NGN: Optus Ethernet over Copper	Copper
NGN: Optus Fibre	Fibre
NGN: Optus NBN (EWAN)	NBN Access
NGN: Optus NBN (RBBoNBN)	NBN Access
NGN: AAPT ADSL2+	Copper
NGN: Vocus ADSL2+	Copper
Optus Internet Lite	Fibre
Vocus Internet Lite	Fibre
TPG Internet Lite	Fibre
BigAIR: Fixed Wireless Ethernet	Radio / Wireless
Cirrus: Fixed Wireless Ethernet	Radio / Wireless
Optus /Telstra Mobile Broadband (3G/4G)	Mobile

The terms within this clause apply to the equipment rental of the MCM bundle. To apply for a MCM service, you must have an appropriate data carriage service with us and meet our minimum technical requirements.

Managed Wi-Fi Cloud

Managed Wi-Fi cloud aims to deliver fast deployment of Wi-Fi access points and gives you analytics information. You can use the service to let your customers or end users access the Internet on your premises and to understand their behaviours.
It includes some or all of the following (depending on what you request):

a. access points – each access point supports a certain number of users;
b. switches – provides device connectivity and gives application visibility;
c. security appliances – blocks content at a specific level;
d. accessories – additional hardware that compliments your switches and security appliances, including uplinks and interface modules; and
e. a cloud-based dashboard – delivers reporting and analytics information. It provides a centralised view of your Managed Wi-Fi Cloud devices and analytics information on your customers and end users. This information could include their length of stay, applications used, and sites visited.

In relation to Managed Wi-Fi Cloud, you must ensure that at all times:

a. you have a compatible Internet service with Us for the use with Managed Wi-Fi Cloud;
b. your sites meet our requirements, including our requirements from time to time on power, cabling and rack space; and
c. we manage your switches at the site for connection of your access points.

We may deliver feature updates or enhancements via the cloud to your Managed Wi-Fi Cloud devices. When this happens, there may be a short outage to your Managed Wi-Fi Cloud service.

In relation to your obligations in the below clause 'Licence to use related software' to comply with the licence terms for your Managed Wi-Fi Cloud service, the most recent terms are set out on https://meraki.cisco.com/ (as updated from time to time).

If you need to increase the bandwidth of your data network, then we may need to upgrade the relevant software licences at additional cost to you. We will tell you of any additional software charges when you apply to increase the bandwidth of your Managed Data Network service.

Managed Wi-Fi

Managed Wi-Fi ("Managed Wi-Fi") service, which is an extension to, or an alternative for, a wired LAN within a site, based on the IEEE 802.11 suite of standards. Managed Wi-Fi Cloud ("Managed Wi-Fi Cloud") service, which is a cost effective, "plug and play" cloud managed Wi-Fi service, with standardised features and equipment.

The Managed Wi-Fi service is provided on shared, unlicensed spectrum. There may be interference with (and we don't guarantee), the availability, performance or quality of your Managed Wi-Fi service. If you report issues with your Managed Wi-Fi service, we aim to correct issues we identify with the configuration of your wireless equipment. However, we don't guarantee this will improve the availability, performance or quality of your Managed Wi-Fi service.

We supply the Managed Wi-Fi service only to the point at which the IP packets are converted into radio frequency. The Managed Wi-Fi service does not include any device issues that relate to laptop or desktop connectivity (or any other similar issues).

We configure the 802.11 wireless equipment for your Managed Wi-Fi service. We don't configure your client devices or authentication servers as part of the Managed Wi-Fi service.

We take reasonable care to control electronic access to the Managed Wi-Fi service by third parties. However, radio signals transmitted and received by the 802.11 wireless equipment aren't secure. You are responsible for all security issues with the Managed Wi-Fi service. We aren't responsible for any unauthorised access to data or other communications sent or received by the 802.11 wireless equipment.

If you allow "bring your own devices" ("BYOD") to access your Managed Wi-Fi service, you're responsible for:

a. each of those BYOD and their users, including enrolment of users and configuring their BYOD and supporting and responding to queries from any user of a BYOD;
b. any use of your Managed Wi-Fi service by a BYOD user;
c. ensuring compatibility with each BYOD and your Managed Wi-Fi service;
d. BYOD policies, which could cover when and who can access your Managed Wi-Fi service, what they can access and permitted levels of data usage;
e. BYOD "postures", which could cover the elements on the device and what applications are allowed on the device; and
f. any third-party applications used on the BYOD or in connection with your Managed Wi-Fi service.

You must ensure that any user of a BYOD complies with your obligations under this section and the General Terms.

You indemnify us from all claims, losses, damages, costs and expenses (including legal expenses) we incur, suffer or are liable for arising out of or in connection with the use of BYOD with your Managed Wi-Fi service, including any claims brought by BYOD users.

Minimum term

The minimum term for each component of your Managed Cisco Meraki service is 36 months or any longer period set out in your separate agreement with us. The minimum term:

c. is separate for each device;
d. starts on the date we first provide you with equipment services for the device; and
e. during which you rent an item of equipment from us, must be the same as the minimum term of your equipment services for that rental equipment.

After the minimum term:

a. your MCM service for the relevant device will cease to operate; and
b. you or we may terminate your MCM service in respect of a device by giving at least 30 days' prior written notice. Termination of an MCM Bundle will terminate all components within the MCM bundle.

After the minimum term during which you rent an item of equipment from us, you may:

e. recontract your service with us;
f. return the equipment to us; or
g. if we agree, buy the equipment (we will tell you the purchase price on request).

Termination

You can terminate an MCM service by giving us at least 30 days' prior written notice, but if you do so before the end of the applicable minimum term for that MCM service, you may have to pay us an early termination charge.

If you have an MCM bundle service, all components of the MCM Bundle service must be terminated as a whole and may not be terminated in part.

Early termination fee is equal to the months remaining within the contract term multiplied by the monthly cost of the MCM.

If you have a MCM bundle service or rent equipment from us and we are no longer able to support that rental equipment, we may by giving least 30 days written notice:

e. replace your rental equipment with substantially equivalent or better rental equipment if you are still within your selected minimum term; or
f. terminate your MCM service on a device after the expiry of your selected minimum term.

If the rental arrangement for equipment is terminated for your MCM service, then you must immediately, at your cost:

c. return that equipment to an address we tell you and tell us in writing that you have done so (including by telling us the delivery address and date, the equipment's serial number, the courier company name, the consignment note number, and such other information we reasonably request); or
d. where we specify it is possible, purchase the applicable equipment. We will tell you the purchase price on request.

We continue to charge you for the equipment rental until you either return or purchase the rental equipment.

Equipment

We may also install a Managed Router into your premises as a Hardware Rental. For MCM services delivered over NBN Fibre to the Node or NBN Fibre to the Basement, we may also provide a VDSL enabled modem as part of the Hardware Rental to enable the service. We deliver the equipment that you rent from us, to your nominated address and you are responsible for the security of the equipment once delivered to your site. Where possible, we use reasonable efforts to obtain the benefit of any warranties applicable to the equipment. All equipment carries a return to base warranty unless otherwise stated. No advance replacement available. Shipping/insurance

fees are paid by the customer when sending goods to us. We will pay shipping fees when sending the equipment back to you.

Licence to use related software
We procure the right for you to use any software that forms part of the equipment or the MCM service on the same terms that the relevant third-party vendor grants such licences. You must comply with the licence terms. This license comes into effect when the service is ordered. Delays in the activation of the Access over which the MCM service will be delivered, and which may be beyond our control, may mean the license becomes active before the service activation is complete.

You must obtain our prior written consent before repairing or servicing the equipment or altering your access service.

Regardless of whether you buy or rent equipment from us, you must not alter the labels or other identifying marks on any equipment we provide you.

Rental purchase of equipment
You don't have any title to any equipment you rent from us.

Your MCM bundle service includes rental equipment. You can choose your rental equipment from a list we make available from time to time. Your MCM bundle service only supports this rented equipment.

The rental charges for rental equipment are included as part of the monthly service charges for your MDN bundle service.

You must:

d. ensure the rental equipment is kept in good order and repair;
e. not sell, dispose of or encumber the rental equipment; and
f. allow us (or our supplier) to inspect the rental equipment at reasonable times.

Additional charges may apply if you modify the rental equipment without our prior written consent and the modifications reduce the equipment's use, value or functionality. This charge is a genuine pre-estimate of our loss.

If you remove a part of the rental equipment, you must at your own cost, replace the removed part with a part of equal or better quality and functionality ("Replacement Part"). The Replacement Part forms part of the rental equipment.

If we supply additional parts or upgrades to the rental equipment, this is treated as an add, move or change (as described below) and your rental charges may increase as a consequence. We will tell you of any increase in rental charges before supplying such additional parts or upgrading the rental equipment.

If any part of the rental equipment is lost, stolen or damaged beyond economic repair (except where it was caused by our breach or negligence), you must promptly tell us and pay us the present value of the rental equipment. If this occurs before the expiry of the applicable rental term (or your chosen service term if you have the Managed Cisco Meraki Bundle service), early termination charges may apply.

You must obtain and maintain adequate insurance for the value of the rental equipment and for your ability to pay all rental charges. You must show us this insurance policy on our reasonable request from time to time.

Security of the equipment and network
We take reasonable care to control electronic access by third parties to the equipment for which we provide a Managed Cisco Meraki service.

Unless otherwise agreed in writing, we have exclusive access to the login and password for all equipment we manage.

You may provide us with specific written instructions regarding your equipment's security. We will implement those instructions if we think they are reasonable.

You must tell us in advance of any vulnerability scanning or security assessment of your network.

We don't provide the level of security referred to above if there are deficiencies in the equipment or software. To reduce your security risk, we may schedule installation of software patches provided by our suppliers. If you ask us to install software patches at any other time, we may charge you for the applicable software update.

We don't provide you with any security services as part of your Managed Cisco Meraki service other than as described in this clause.

Installation
The Managed Cisco Meraki service does not include an onsite installation. We will configure, test and ship the equipment to the nominated address on your application form. A self-installation guide will be included when we send the equipment to you.

Using Wireless backup with your MCM service
A wireless backup service is available with the Managed Cisco Meraki service (separate charges apply). If you choose to implement the wireless backup service, you understand that mobile data usage costs will apply as per the mobile plan you have selected for the wireless backup service and the Mobile and Mobile Broadband terms as found in clause 13.

Service Cancellation

- If you choose to cancel your service, you will need to let us know in writing with 30 days' notice. The early termination fee is your total monthly cost, multiplied by the number of months remaining on the contract.
- A 30-day cancellation fee (total minimum monthly cost of service) applies from service cancellation date (The day we accept your cancellation request).

Order Withdrawal
If you withdraw the order prior to activation a withdrawal fee for each service applies as detailed below. The withdrawal request must be received in writing 2 business days before the scheduled cutover of your service otherwise standard early termination fees as detailed in "Service Cancellation" above apply.

- A withdrawal fee of $2000.00 applies per site

Faults

- The service provided is a best efforts service. There are no financial rebates available for service performance, uptime or fault conditions. Redundancy is highly recommended.
- In the event you have service difficulties, you can notify our Customer Service Team.
- You will be required to assist with a reasonable level of troubleshooting to assist us in identifying the cause of the service difficulties.
- In the event a fault needs to be lodged with our upstream carrier, you agree to the possibility of an Incorrect Callout Fee being charged in the event no fault is found with our service.
- If the fault lies beyond the network boundary point as defined by the carrier, an Incorrect Callout Fee of $132.00, plus $38.50 per 15 minutes or part thereof may apply.
- You are responsible for providing appropriate, correctly configured hardware (Managed Switches, Router's, etc.) as required to use your service. Approved hardware is available for purchase directly from us.

Service Level Agreement
As part of service assurance, we assign a priority level to your fault. Where applicable, we aim to meet the target time frames outlined in the table below:

Category	Priority	Period	Target
Incident Response Time	P1	24x7x365	15 mins
	P2	24x7x365	30 mins
	P3	Business Hours	4 hours
	P4	Business Hours	12 hours
Target Restoration Time	P1	24x7x365	8 hours
	P2	24x7x365	12 hours
	P3	Business Hours	48 hours
	P4	Business Hours	48 hours

Category	Priority	Period	Target
Service Request Response Time	P5	Business Hours	1 Hours
	P6	Business Hours	4 Hours
	P7	Business Hours	8 hours
Target Restoration Time	P5	Business Hours	12 hours
	P6	Business Hours	24 hours
	P7	Business Hours	36 hours

Severity Level (Incidents)	Description
Priority 1	Severe business Impact. Critical business services down.
Priority 2	High business Impact. Non-critical services down. Service degradation.
Priority 3	Minor service degradation, specific service functionality unavailable.
Priority 4	A minor service issue.
Severity Level (Service Requests)	**Description**
Priority 5	Service Request is required to ensure continual operation of the business.
Priority 6	Service Request that has minimal impact to continual operation of the business
Priority 7	Service Request that is non-urgent, has no impact and is not required for continual operation of the business.

These fault service assurance targets do not apply only in the following circumstances:

- the fault occurs during a planned outage
- we have suspended, replaced, withdrawn or terminated the relevant service (or given notice that we intend to do so)
- the relevant fault is caused, directly or indirectly, by the Customer or its End Users or any of their equipment or facilities, including any building failure
- the relevant fault arose because of Force Majeure

16. Mobile or Mobile Broadband

This product refers to:

- The 3G or 4G Mobile or Mobile Broadband product as provided by Optus or Telstra Wholesale.

Product Details & Specifications

The Service is a digital mobile telecommunications service (voice and/or voice and data) on the Optus or Telstra Wholesale network, which is accessed using a mobile handset and a Subscriber Identification Module ("SIM") card encoded with information necessary to access the service.

The mobile voice service allows you to make and receive calls on your mobile phone in Australia. You can also send and receive SMS within Australia. There are a number of value-added services (such as call waiting, international roaming etc) that you can obtain, however you will need to activate these services by contacting customer service.

GPRS, 3G, 4G and 5G provides access to the internet via a mobile data capable phone device in Australia. With mobile data services, you can:

- access the Internet;
- access their e-mail; and
- download music, applications, movies and other content.

A coverage map is available by visiting the Optus website:
http://www.optus.com.au/shop/mobile/network/coverage

A coverage map is available by visiting the Telstra Wholesale website:
https://www.telstrawholesale.com.au/products/mobiles/coverage.html

Service Activation

- You understand that it is your responsibility to check the terms of your contract with your current provider, to determine if there will be any consequences under that contract as a result of connecting a service with us (such as an early termination fee).
- We will provide the service from the date the activation takes effect (we will notify you when this happens).
- You authorise us to act on your behalf to facilitate the transfer of your Service from another provider.
- The date the service is transferred or activated with us is the date the contract period of the service begins.

Ownership of SIM Cards

SIM cards always remain our property. You agree that:

- The only interest you have to acquire a SIM is a licence to use the SIM.
- You must not remove from a SIM any markings specifying the SIM is owned by us.
- You also bear the risk of loss of, or damage to, SIMs after they leave our premises for delivery you.

You must immediately notify us if you become aware that any SIM in possession, custody or control is lost or stolen, and comply with any instructions given by us in relation to that SIM.

We may specify certain procedures for activation to protect against unauthorised use of a SIM card.

You must take all reasonable care to keep the SIM card safe and in good condition.

Service Cancellation

If you choose to cancel your service, you will need to let us know in writing with 30 days' notice. The early termination fee is your monthly cost, multiplied by the number of months remaining on the contract.

A 30-day cancellation fee (total minimum monthly cost of service) applies from service cancellation date (i.e. the day we accept your cancellation request).

Order Withdrawal

If you withdraw the order prior to activation a withdrawal fee of $15.00 applies per Service. The withdrawal request must be received in writing 2 business days before the scheduled cutover of your service otherwise standard early termination fees as detailed in "Service Cancellation" above apply.

Faults

- The service provided is a best efforts service. There are no financial rebates available for service performance, uptime or fault conditions.
- In the event you have service difficulties, you can notify our Customer Service Team.
- You will be required to assist with a reasonable level of troubleshooting to assist us in identifying the cause of the service difficulties.

Other Service Charges (if applicable)

Feature Type	Fee per feature
MMS	$0.65 per message
MMS Downloads	$0.90 per message
International SMS	$0.55 per message
International MMS	$0.90 per message
124 YES	$1.21 per call + applicable Standard Rate
Surepage	$0.73 per message sent
Surepage Diversion	$0.13 Flag fall + applicable Standard Rate
Surefax (Monthly Fee)	$12.10 per month
Surefax	$0.37 per 30 seconds
Video Calling (Handset to Handset)	$0.43 Flag fall + $0.67 per minute

International Roaming

Calls are charged in 60 Second Blocks

Post-Paid AutoRoam Rates*	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
National Voice Calls within the same country (per minute)	$0.65	$1.30	$1.65	$1.90	$2.10
International Voice Calls outside the country you are in (per minute)	$1.40	$2.35	$3.50	$5.80	$6.60
To receive Voice Calls (per minute)	$0.95	$1.10	$1.45	$1.65	$1.80
National Video Calls within the same country (per minute)	$1.25	$2.00	$2.50	$3.00	$3.50
International Video Calls outside the country you are in (per minute)	$2.72	$3.30	$4.75	$5.95	$6.75
To receive Video Calls (per minute)	$1.00	$1.25	$1.5	$1.75	$2.00
Flagfall (per outgoing Voice and Video call)	$0.40				
SMS to an Australian number (per 160 characters)	$0.55 roaming fee				
SMS to a non-Australian number (per 160 characters)	$0.55 roaming fee				
To receive SMS	$-				
MMS to an Australian number (per message)	$0.55 roaming fee + standard MMS rate + $0.20 per 10KB				
MMS to a non-Australian number (per message)	$0.55 roaming fee + standard International MMS rate + $0.20 per 10KB				

*International Roaming Rates are GST Free

Post-Paid AutoRoam™ Zones				
Zone 1	**Zone 2**	**Zone 3**	**Zone 4**	**Zone 5**
Bangladesh	Botswana	Algeria	Anguilla	Aero Mobile
Cyprus	Curacao & Bonaire	Austria	Antigua & Barbuda^	Afghanistan
Isle of Man	East Timor	Bahrain	Aruba	Airspace
Macau	Finland	Brunei	Barbados	Albania
Norway	Georgia	Costa Rica	Belgium	Argentina^
	Ghana	Denmark	Bermuda^	Armenia
	Greece	El Salvador †	Bolivia^	Azerbaijan
	Malaysia	Faroe Islands	Bosnia Herzegovina	Belarus
	Oman	Fiji	Brazil	Belize^

	Pakistan	France	Bulgaria	Bhutan
	Singapore	Gibraltar	Cambodia	Cameroon
	South Africa	Guam &	Canada^§	Chile^
	Taiwan	Hong Kong	Cayman Is.	China
	Thailand	Iceland	Colombia^	Croatia
	Vietnam	Iran	Cook Islands	Czech Republic
		Japan‡	Germany	Dominican Republic^
		Jersey	Grenada	Egypt
		Jordan	Guatemala	Estonia
		Korea (South)‡	Guernsey	Ethiopia*
		Laos	Guinea Bissau	French Guiana
		Lebanon	Guyana	Guinea
		Liberia	Haiti	India
		Liechtenstein	Hungary	International
		Luxembourg	Indonesia	Israel
		Mauritania*	Iraq	Ivory Coast
		Monaco	Ireland	Kazakhstan
		Nauru	Italy	Kenya
		Netherlands	Jamaica	Kuwait
		New Caledonia	Kyrgyzstan	Latvia
		New Zealand	Macedonia	Lithuania
		Nigeria	Malawi	Madagascar
		Puerto Rico^	Maritime	Maldives
		Seychelles	Mauritius	Malta
		Slovak Republic	Mozambique	Mexico^
		Sudan	Namibia	Mongolia
		Switzerland	Nepal	Morocco
		the Northern Marianas^	Palestine	Panama†
		Tonga	Papua New Guinea	Peru^
		Uganda	Paraguay^	Portugal
		UK	Philippines	Qatar
		Uruguay	Poland	Reunion Islands
		US Virgin Is^.	Samoa	Romania
		USA^§	San Marino	Russia
		Vanuatu	Senegal	Saudi Arabia
		Yemen	Slovenia	Serbia & Montenegro
			Solomon Islands	Sri Lanka
			Spain	Tajikistan
			St Kitts & Nevis	Tanzania
			St. Lucia	Turkey
			St. Vincent	Ukraine
			Sweden	Uzbekistan
			Syria	Zimbabwe
			Tahiti	
			Trinidad	
			Tunisia	
			Turks & Caicos	

			United Arab Emirates	
			Vatican City	
			Venezuela^†	
			Zambia	