



Standard Form of Agreement: DSL Service Description

MIBROADBAND PTY LTD
ABN 70 080 250 371

Contact engin

If you have any concerns or queries, you may contact us as follows:

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|--|--|
| By Telephone | <u>Customer Service</u> Trading Hours: Monday – Friday: 8 a.m. – 9 a.m. (AEST / AEDT) Saturday: 9 a.m. – 3 p.m. (AEST / AEDT) Contact Number: 1300 305 000 |
| Non English Speaking Customers* | <u>Translating and Interpreting Service (TIS)</u> Contact Number: 131450 |
| Communication, Speech or Hearing Impairments* | <u>National Relay Service</u> Contact Number: 133 677 |
| Postal Contact | Customer Service Manager Locked Bag 1002 Frenchs Forest 2086 |
| Fax | Contact Number: (02) 89855801 |
| email | feedback@engin.com.au |

* Non English speaking or communication impaired customers may contact engin with the assistance of an advocate whose only involvement would be to relay, interpret or translate.

If the arrangement is to be permanent, you may elect that your advocate be your Authorised Representative.

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Introduction

The *Standard Form of Agreement: DSL Service Description* sets out the terms and conditions of the Service, relating specifically to the DSL Service. To the extent of any inconsistency, the *Standard Form of Agreement: General Terms* shall prevail over the relevant Service Description.

The *Standard Form of Agreement: DSL Service Description* has been partitioned into 4 sections and an appendix:

Section One – The Service
Section Two – Billing and Charges
Section Three – Miscellaneous
Section Four – Suspension or Termination of the Service
Appendix A – Plans

IMPORTANT: This agreement must be read in conjunction with the engin *Standard Form of Agreement: General Terms*, as well as all other relevant Service Descriptions e.g. *Standard Form of Agreement: DSL Service Description*, where required.

Section One – The Service

You agree to acquire the Service from engin, on these *Standard Form of Agreement: VoIP Service Description*, *Standard Form of Agreement: General Terms*, and any other terms and conditions, ancillary or necessary that are to be read in conjunction with *Standard Form of Agreement: DSL Service Agreement*.

To the extent of any inconsistencies, the *Standard Form of Agreement: General Terms* shall prevail. To the extent of any inconsistencies between the relevant Service Descriptions, the *Standard Form of Agreement: DSL Service Description* shall prevail when contextualised, particularly with regard to matters relating to your DSL connection

engin may not be able to exercise control and thus will not make any warranty regarding:

- your right or ability to use access or transmit any content using the engin DSL Service
- the accuracy and completeness of content accessed or transmitted
- the consequences of you accessing or transmitting any content using the engin DSL Service

You must be the legal lessee of the line you are connecting to the DSL service (or in the case of a rental property have permission from the property owner) and must be over 18 years of age to connect to the Service.

You agree that engin may modify or replace one or all of the features of the Service or provide additional features to those set out in the Service Description. You will have been have commenced using the Service from the Service Start Date.

1.1 Description

The engin DSL Internet Service is a consumer grade residential Broadband service that provides a high-speed continuous connection to the Internet. It is not a service designed for application to business critical objectives. Connection to the service is only available at premises that have access to the engin network first determined by a Service Qualification check and so does not include those residences with Cable Broadband access.

engin DSL may be provided in the form of Naked DSL and conventional ADSL2+ connections and is available subject to technical or geographical availability. Depending on your geographical location and the technical requirements associated with your line, you may be required to maintain your PSTN connection with your existing provider. Accordingly, you will have a PSTN connection with your existing carriage service provider, and a DSL Service will be provisioned by engin on the same ULL. You will be invoiced by engin for your DSL Service and your existing provider for your PSTN Service.

IMPORTANT: It is imperative that you not disconnect your existing PSTN Service once engin has provisioned a DSL Service on the same line. If you do disconnect your PSTN Service, your DSL Service will also be disconnected. As a consequence, you will be liable for all costs associated with the disconnection of your DSL Service.

You will be advised whether you can subscribe to a Naked DSL Service, a regular ADSL 2+ Service or a DSL Service through Spectrum Sharing after your request has been qualified.

At our discretion you will be provided with a static IP Address that your DSL modem requires to connect to the Service. The static IP address may only be used on our network and is our property. Any static IP address issued cannot be ported.

You further acknowledge that we will issue you with one static IP address per username but that we maybe required to recover a static IP address previously issued to you as they are considered to be a limited resource allocated by the Asia Pacific Network Information Centre (APNIC). engin accepts no liability in relation to any loss, damage, costs or expenses suffered or incurred by you as a result of your reliance on an issued IP address. The engin DSL Service includes access to customer service.

Naked DSL

Naked DSL allows a customer to deactivate the PSTN Service on their ULL and utilise the ULL for an Internet connection only. The purpose of Naked DSL is to remove a PSTN Service rendered redundant by the customer's VoIP connection.

Availability is limited by technical and geographical restrictions. Customers will be advised if they can purchase Naked DSL once their request for an application is qualified.

engin's Naked DSL Service has a theoretical maximum speed of 24000/1000 kbps, however it is unlikely that such speeds can be attained by the vast majority of our customers. Line speed is contingent on a number of factors, such as the line condition, distance of the customer's premises from the local exchange, the customer's choice of hardware and other factors.

ADSL 2 +

engin's ADSL 2+ Service involves a DSL connection as well as a PSTN connection provisioned on the same ULL. The purpose of engin's ADSL 2+ Service is to allow a customer to retain a traditional telephony connection.

Availability is limited by technical and geographical restrictions. Customers will be advised if they can purchase Naked DSL once their request for an application is qualified.

engin's Naked DSL Service has a theoretical maximum speed of 24000/1000 kbps, however it is unlikely that such speeds can be attained by the vast majority of our customers. Line speed is contingent on a number of factors, such as the line condition, distance of the customer's premises from the local exchange, the customer's choice of hardware and other factors.

ADSL 2 + (Spectrum Sharing)

In certain circumstances, where it is not technically feasible to provide a customer with ADSL 2+ with engin, engin may still be able to provide a DSL connection. In these scenarios, a customer will be required to maintain their existing PSTN connection, and cannot disconnect or port their PSTN connection. In the event that the PSTN connection is ported or disconnected, the engin DSL Service will be disconnected also, and the customer may be liable to pay a termination fee.

Availability is limited by technical and geographical restrictions. Customers will be advised if they can purchase ADSL 2+ once their request for an application is qualified.

engin's ADSL 2+ Service has a theoretical maximum speed of 24000/1000 kbps, however it is unlikely that such speeds can be attained by the vast majority of our customers. Line speed is contingent on a number of factors, such as the line condition, distance of the customer's premises from the local exchange, the customer's choice of hardware and other factors.

ADSL 1 (Spectrum Sharing)

In circumstances where it is not technically feasible to provide a customer with a standard ADSL 2+ or Shared Spectrum ADSL2+ Service with engin, engin may still be able to provide a DSL connection. A customer will still need to maintain their existing PSTN connection, and cannot disconnect or port their PSTN connection. In the event that the PSTN connection is ported or disconnected, the engin DSL Service will be disconnected also, and the customer may be liable to pay a termination fee.

Availability is limited by technical and geographical restrictions. Customers will be advised if they can purchase ADSL 1 once their request for an application is qualified.

engin's ADSL 1 Service has a theoretical maximum speed of 8000/256 kbps, however it is unlikely that such speeds can be attained by the vast majority of our customers. Line speed is contingent on a number of factors, such as the line condition, distance of the customer's premises from the local exchange, the customer's choice of hardware and other factors.

1.2 Availability

engin can not guarantee that the Service is available throughout Australia or when a Cable Broadband network is already established. engin can not guarantee that the Service is available throughout Australia or when a Cable Broadband network is already established. Service availability is subject to geographical, financial and technical factors.

For technical or financial reasons, engin reserves the right not to supply you with the engin DSL Service. A preliminary Service Qualification will determine whether a customer can connect to the engin DSL Service.

The engin Network is not free from faults or interruptions. Coverage is dependant on the availability of a Broadband connection in any given area. The Service may be subject to congestion, "dropouts", latency, jitter and/or loss of data.

1.3 Customer Service Guarantee Waiver

A key obligation placed on Carriage Service Providers who supply a Standard Telephone Service is the Customer Service Guarantee (CSG). The CSG is a standard intended to promote service improvement and protection against poor service and outlines minimum performance requirements for specified services (including enhanced call handling features such as Call waiting).

The CSG does not apply to the engin NDSL Service, however it does apply to Standard Telephone Services and as such affects the associated engin ADSL service (bundled telephony and broadband). As you have made an acknowledgement to waive your protection and rights under the Customer Service Guarantee in return for significant benefits being low cost call rates, a 30-day trial period and technical support on the engin PSTN Service, engin will not guarantee adherence to the minimum terms set by the CSG to resolve any issues that

may arise from a fault in your PSTN connection. As such, any associated fault that may restrict DSL access will not be addressed according to the minimum terms set by the CSG.

1.4 Monitoring Services Installed on the Telephone Line

Where a Monitoring Service or other hard-wired telephony device is fitted on the telephone line used to deliver the engin DSL Service, you acknowledge that engin will not be held liable for faults or disruptions to the DSL Service or the Monitoring Service. Failure to install central splitter and network termination device while operating a Monitoring Service, at your own expense, may result in interruptions or interferences in the DSL Service. Onus rests on you to advise the provider of your Monitoring Service of the changes that will be made once the engin DSL Service is provided to you. Examples of such services include Back to Base Alarms, 'Panic Alarms' and Surveillance equipment.

1.5 Service Provisioning

Provisioning of the engin DSL Service will take place once the customer's order has been approved. Provisioning will normally up to 21 business days to occur. During the provisioning process, a technician may be sent out to perform the ULL cutover at the local exchange or Main Distribution Frame (MDF) contained in a Multiple Dwelling Unit. We will endeavour to activate the engin NDSL Service within 24 hours of the 'cutover', however events beyond our control may cause delays in activation.

The technician may need access to your residence and if such a scenario arises (e.g. If an active telephone line has not existed at your premises prior to our order being made), you will be informed as soon as practicable. It is imperative that an English speaking adult be present if a technician needs access to the residence. The owner of the residence must approve and permit the technician accessing the residence when necessary. If the customer is not the owner of the residence, then the onus rests with the customer to seek permission from the owner of the residence.

If the customer or an English-speaking adult is not available at the premises when the cutover is to take place, the cutover will not proceed and you will be charged a Reschedule fee. Please be aware that a new date will have to be set for the cutover to take place.

You acknowledge that the owner of the residence indemnifies engin of all possible responsibility regarding installations made during the provisioning process by third parties.

The provision of the Service does not include the installation, maintenance or provision of cabling or equipment beyond the Service Delivery Point at your residence.

You acknowledge that engin may not activate the order within the timeframe specified. This will only occur for technical or operational reasons and will occur in a non – discriminatory manner.

All local wiring at your premises is your responsibility. engin will not be held liable for faults within your premises. All faults at your premises must be fixed by an accredited technician. Alternatively, you could lodge a fault resolution order with engin, and we can organise technical assistance through a third party technician. You acknowledge that all fees will be on charged to you in the event that the fault is within your premises.

1.6 Connecting as a New DSL Customer

You must meet all of the minimum system requirements, have the approved and required equipment installed and be the account holder of the line used to connect the service.

We will activate the Service by preparing the telephone circuits on your access line. You are responsible for installing the service using the installation kit provided by engin. However, you warrant that you understand that failure to correctly install DSL line splitter/filters on each telephony device, or central filtering equipment can result in the service being interrupted and interfering with the operation of telephony devices and/or monitoring services.

1.7 Connecting to engin DSL from Another Provider

If you already procure a DSL service from a third party, we may be able to transfer you from that carriage service provider to engin. If we are able to transfer you, you authorise us to act on your behalf.

You are responsible to that third party for all charges incurred up to the date that you are transferred or contracted to and you are responsible for reviewing the terms and conditions of your agreement with that third party to determine what costs maybe incurred by you when you transfer to engin.

We are not liable for any delay, or any act or omission of the third party from whom you acquire your existing DSL Service.

We will activate the Service by transferring you from your existing provider to engin. During the period of transfer, there may be a brief period when you will not be able to access either DSL service. We are not liable for any delay in the transfer process or if your transfer from that DSL service is rejected.

1.8 System Requirements

In order to operate the engin DSL Service, you will need to ascertain the compatibility of your computer with our service. The minimum requirements have been listed below.

- Windows 2000, Pentium Processor, 64MB RAM, 125MB free on HDD, Ethernet or USB Port
- Windows XP, Pentium 233 MHz Processor, 64 MB RAM, 500 MB free on HDD, Ethernet or USB Port
- MAC OS 10.0, 10.1, 10.2, 10.3, Power PC G3 Processor, 128 MB RAM, 500 MB free on HDD, Ethernet Port
- MAC OSX 10.4, Power PC G3 Processor, 256 MB RAM, 500 MB free on HDD, Ethernet Port

Please be advised that you may need additional hardware for a compatible setup.

1.9 Firewall and Security Devices

engin will not accept liability for any change, or consequence that may occur as a result of changes, to firewalls or other security devices, which may be required to use the engin service

1.10 Impairment of Service

You agree that you or any other authorised person using your engin DSL Service may not be able to receive material if:

Your local network or associated devices have not been set up accordingly.

Physical connections, including cabling and wiring to your residence have been appropriately provisioned.

Your broadband connection has been disabled, disconnected or disrupted due to non-payment or any other provision listed under this Agreement.

Furthermore you may not be able to access or transmit any content accurately or on time and you accept that engin will not be held liable for the consequences of you using the Service, including without limitation the infection of your network by harmful software or viruses.

1.11 Technical Support

engin will provide technical support for engin encoded hardware provided to you. If you elect to supply some or all of the required hardware yourself, the hardware must be compatible with the engin Service. For a list of approved equipment and compatible hardware, please contact engin Customer Service on 1300 305 000.

engin will endeavour to provide as much technical assistance in setting up third party modem/routers and networks with the engin DSL Service, however no guarantees or assurances are made that engin technicians will be able to connect third party or 'Bring Your Own' hardware to the network.

Please note that engin will only offer full technical support for the VoIP aspect of any hardware dispatched, even if that hardware has additional functions (e.g. If the hardware is a VoIP / Wireless Router, engin will not guarantee support for the Wireless configuration of the router). You accept this as a term of the Service.

Customers that choose to use third party modem/routers or configure their networks with customised setups may not receive technical assistance.

1.12 Usage Information

engin will provide customers with categorised information regarding their Data Allowance for the customer to keep track of their usage via the engin self care facility available at www.engin.com.au.

Only downloads will be factored into the usage volume details. Data will be counted in Megabytes (MB), (1000 Megabytes = 1 Gigabyte (GB)). Calls made using your engin VoIP service are not attributed toward your data consumption.

The engin DSL service is not to be licensed, assigned, leased or supplied to any other party without explicit permission being granted by engin.

1.13 Peak and Off – Peak Data Allowance

The engin DSL Service has designated intervals known as 'Peak' and 'Off Peak' data usage periods. 'Peak' time is when the DSL Network is at its most active and is between 08:00 am and midnight AEST/AEDT. 'Off Peak' time is when the network is less active and is between midnight and 08:00 am AEST/AEDT.

1.14 Throttling / Shaping of the DSL Service

Each engin DSL Service is allotted with a set download amount, which is dependent on the plan chosen. The engin DSL Service only factors downloads into the usage volume presented on engin self care, and as such, any shaping of the Service will be dependent on download volume.

Once a customer has reached their set download maximum, the service will be shaped to a speed of 64/64 kbps until the end of the monthly period associated with the Service.

Your engin VoIP service is prioritised on the engin DSL network and therefore should not be affected if your service is throttled.

Your access to the service will remain throttled until your next billing cycle. Should you upgrade to a higher plan, the data allowance used on the previous plan will transfer to the upgrade. In effect, your data allowance will be the difference between the data allowance of the upgraded plan and your previous plan. Alternately you may purchase extra data (Afterburners), however you will need to purchase sufficient data so as to cover the exceeded data amount together with enough data to restore the speed of your service.

engin may notify you by email to your nominated email address when your data usage has:

- exceeded 80% of your peak and off-peak data allowance; and
- exceeded 100% of your peak and off-peak data allowance and your access to the service has become speed limited.

1.15 Changing Tariffs

We may in our absolute discretion agree with you to change your Pricing Plan.

engin will only permit you to change your choice of Pricing Plan once a month. Your Pricing Plan will be changed as soon as practicable.

Your data allowance will be adjusted based on current usage and the new plan selected. For Example:

If you are connected on the 4GB Broadband Plan and you have used 1GB and you wish to upgrade to the 14GB Broadband Plan mid bill cycle then your remaining allowance will be $14\text{GB} - 1\text{Gb} = 13\text{GB}$.

To downgrade your monthly access fee from a higher fee, a \$40.00 charge applies. There is no charge for plan upgrades. To change Pricing Plans contact Customer Service on 1300 305 000.

The matters referred to in this paragraph may be agreed to verbally or in writing between you and engin and will be binding on you as at the date of the verbal or written agreement.

1.16 Forfeiture of Unused Data

You acknowledge that you will forfeit any unused data that has been ascribed to you under the Service Agreement, at the end of your monthly billing cycle. Your Data Allowance cannot be transferred or carried over to the next billing month.

1.17 Service Relocation

If you move and the Service is available at your new address, and you wish to continue receiving the Service, you must pay a relocation fee of AU\$75.00.

You must provide engin with at least 30 days notice when relocating.

If you move and the Service is not available at your new address, regardless of whether you wish to continue receiving the Service, you will be required to pay the appropriate disconnection fee.

If you accepted a minimum term agreement and you move prior to the term expiring and you do not wish to continue with the Service you must provide at least 30 days notice and a cancellation fee will apply.

1.18 Necessary interruptions

From time to time necessary interruptions to the services may occur for reasons such as maintenance and upgrades. The engin Network is dependent on underlying third party networks over which we have no control. Certain features of the Service may not be available during upgrades, Ports or Churns made by us or our underlying carriers. Because the engin Network is dependent on the broadband networks of other carriers, your Service may be subject to outages or faults. You acknowledge that engin will limit its liability to you regarding faults of this nature.

1.19 Miscellaneous Interruptions

Factors such as third party hardware and/or software together with factors related to your Broadband Internet connection may also cause interruptions to your engin DSL Service for which engin takes no responsibility.

engin will not be liable to provide the Service to you if it becomes impracticable to do so because of any cause beyond engin's reasonable control, including without limitation force majeure, civil disorder or war, national or local emergency, adverse weather conditions, industrial dispute or acts or omissions of other carriers or carriage service providers or any authority.

1.20 Theft of Service

You agree to notify engin immediately, in writing or by calling the engin Customer Service line on 1300 305 000, if you become aware at any time that your Service is being stolen or fraudulently used. When you call or write, you must provide your account number and a detailed description of the circumstances of the theft or fraudulent use of the engin DSL Internet Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you.

If you are responsible for theft of the Service, engin will take whatever course of action necessary to recover damages and lost income from you that engin is rightfully entitled to.

1.21 Acceptable Use

All engin DSL customers must read and comply at all times with the [Acceptable Use Policy](#). This policy is designed to ensure that your use of the service does not break any laws, hinder the efficient operation of our network, interfere with the rights of engin Internet customers, or interfere more generally with the rights of Internet users.

You must not use the Service, attempt to use the Service or allow the Service to be used in any way that involves:

You must not use the Service, attempt to use the Service or allow the Service to be used in any way that involves:

Breach of law

- (a) Which results in you or engin breaching, or being involved in a breach of a law, order or regulation (including a foreign

law, order or regulation), a mandatory code of conduct; or a voluntary code of conduct that you have agreed to comply with;

- (b) Damage to property or people which results, or could result, in damage to property or injury to any person;
- (c) To harass, menace or stalk people;

Protection of minors

- (d) Which enables a minor to access material inappropriate for a minor or to establish (or try to establish) contact with a minor not otherwise known to you;

Discrimination

- (e) Which unlawfully incites discrimination, hate or violence towards one person or group, for example because of their race, religion, gender or nationality;

Obscene, defamatory, offensive, abusive

- (f) To send, display or be otherwise involved in material, which is
Obscene or defamatory;
- (g) Which is, or which would be considered by a reasonable person to be, offensive or abusive;

Illegal business practices and gambling

- (h) To engage in any misleading or deceptive business or marketing practice;
- (i) that involves providing or promoting illegal pyramid selling schemes or unlawful gambling or gaming activities;

The rights of others

- (l) Which infringes engin or any other person's rights (including intellectual property rights and moral rights);
- (k) Which constitutes a misuse of engin or any other person's confidential information; or
- (l) Which results in a breach by you of any obligation that you owe to any person.
- (m) Resell, distribute or reproduce any part of the Service;
- (n) Use calling line identification or information derived from calling line identification except in accordance with the Privacy Act
- (o) Disclose to any person any Confidential Information, security number or password provided by us (including but not limited to your customer number, or personal identification number).

You must comply with the Acceptable Use Policy when using the service; ensure any username created by you for use with the service meets our specifications and we reserve the right to delete usernames that we consider offensive, defamatory, illegal or otherwise inappropriate without notice; and finally ensure that the software you use with the service is properly licensed.

engin is not responsible for any Internet content that may be obtained via the service. You indemnify and shall keep engin indemnified against all claims, costs, loss, expenses or injuries arising in relation to a breach of this clause.

Section Two – Billing and Charges

This part of this Agreement sets out the Billing Arrangement.

Details pertaining to the Plans are available in *Appendix A*. We reserve the right to make changes to or repeal Plans at our discretion. Any Plan change that may be detrimental to the customer will be communicated via email to the customers nominated email address a minimum of 21 days before becoming effective.

2.1 Basic Overview of Charges

The Charges include:

- Standard Connection fee;
- A Monthly Service fee which we will charge you on your invoice issue date, monthly in advance;
- Charges for your use of each feature of the Service which engin will charge you monthly in arrears; and
- Miscellaneous charges (for example, disconnection or Afterburner charges if applicable) which we will also charge you monthly in arrears whenever you incur such charges, each of which are set out in the Description of Service Features and Charges and include GST (where applicable or unless otherwise indicated) but not any other government taxes, which you may also be required to pay

2.2 Rounding

The charges we bill you for may vary on your Invoice, as each charge is rounded up to the nearest cent before GST is included.

2.3 Service Relocation

If the Service is available at your new address, and you wish to continue receiving the Service, we will charge you a Service relocation fee of AU\$75.00 to reconnect the Service at your new premises. In certain circumstances, you may not be able to relocate your Service and maintain your chosen Service type e.g. if you had NDSL at your original residence and relocate, you may only be able to take up ADSL through a spectrum sharing arrangement.

2.4 Incorrect Callout Fee

An Incorrect Callout Fee applies if a technician is organised to make a service call at your residence for a purported fault, and the fault is deemed to have been caused by factors or equipment unrelated to the engin Network or approved engin hardware. This fee will also apply if the faults lie of the Customer Premise Equipment, which are your responsibility to maintain. For more information on Customer Premise Equipment, please contact engin on 1300 305 000 and discuss the matter with a member of Customer Support.

The Incorrect Callout Fee is AU\$220.00.

2.5 Order Reschedule

An Order Reschedule Fee applies if a technician visits your residence and is unable to carry out the necessary work because you, or an authorised person who is to be present on you

behalf was not available to give the technician access to what they required to provision the Service.

This fee also applies if you contact engin 48 hours prior to the arranged Service Provisioning date and request to change the date.

The Order Reschedule Fee is AU\$10.00.

2.6 Pending Order Cancellation

A Pending Order Cancellation will fee will apply if you cancel your order within 48 hours of placing the order. Thereafter, the complete Disconnection Fee will be charged.

The Pending Order Cancellation Fee is AU\$55.00.

2.7 Disconnection Fee

Disconnection fees are varied and will be applied based on what plan and when you contracted to the Service.

If you connected to engin DSL prior to 27/03/2010, the following disconnection fee will apply to all customers contracted to any Residential BB Series Plans.

If you contracted to 'no minimum term contract', you will not pay a disconnection fee.

If you contracted to a '12 month minimum term contract', you will be charged a AU\$100.00 early termination fee as well as being charged for the connection subsidy, valued at AU\$50.00, and any other subsidised hardware if you terminate the contract within 12 months.

If you contracted to a '24 month minimum term contract', you will be charged a AU\$100.00 early termination fee up until the twelfth month of your contract, as well as being charged for the connection subsidy, valued at AU\$140.00, and any other subsidised hardware if you terminate the contract within 24 months. After 12 months have elapsed, you will not be required to pay the AU\$100.00 early termination fee.

All customers contracted to a 24 month contract on the engin BB Series Plans as at 27/03/2010 and the engin VoIP Ignition Series Plans will pay an AU\$360.00 pro rata disconnection fee which is punctuated monthly.

All customers contracted to a month to month payment structure on the engin BB Series Plans as at 27/03/2010 and the engin VoIP Ignition Series Plans will pay not need to pay disconnection fee.

All customers contracted to the engin PSTN Ignition Series Plans will pay an AU\$480.00 pro rata disconnection fee which is punctuated monthly.

2.8 DSL Plan Change

In order to downgrade your monthly access fee from a higher monthly access fee, you must pay AU\$40.00. Plan downgrades are limited to once monthly. There is not charge for plan upgrades. To change plans, please contact engin Customer Service on 1300 305 000.

2.9 Afterburner

Rather than change plans mid-month to avoid having your Service throttled (speed limited) you can purchase engine Afterburners at any time during your bill cycle. The data issued when you purchase an Afterburner must be used in bill cycle of purchase, otherwise all unused data will be forfeited at the end of your bill cycle.

Afterburners are available for the engine BB Series Plans as well as the engine VoIP and PSTN Ignition plans.

| | Data Issued | Price |
|---------------------------|-----------------------------|-----------|
| engine BB Series Plan | 1 GB Peak / 1 GB Off - Peak | AU\$5.00 |
| engine BB Series Plan | 2 GB Peak / 2 GB Off - Peak | AU\$10.00 |
| engine BB Series Plan | 3 GB Peak / 3 GB Off - Peak | AU\$15.00 |
| engine VoIP Ignition Plan | 2 GB Anytime | AU\$5.00 |
| engine PSTN Ignition Plan | 2 GB Anytime | AU\$5.00 |

Section Three – Miscellanea

3.1 Assigning the Agreement to a Third Party.

engin may assign some or all of our rights under the Agreement (where those rights are assignable) to any person, and engin may perform any of its obligations under the Agreement by arranging for them to be performed by another person, including a supplier, while remaining responsible for the performance of the obligations.

Customers may also assign their rights under the Agreement (where those rights are assignable) so long as you have our permission to do so and the consumer to whom you are transferring the obligations provides satisfactory proof of identification, meets the eligibility criteria for the service, has an appropriate credit rating, and can access the Service at the location where they wish to acquire the Service.

3.2 No Trial Period

Due to the technical complexities of supplying you with the engin DSL service, engin has elected not to provide Customers with a trial period for the products or service.

Section Four – Suspension or Termination of the Service

Please be advised that your Service may be suspended or terminated in accordance with the *Standard Form of Agreement: General Terms*, and every care will be taken to undertake these activities with due process. Although engin will endeavour to give as much notice as reasonably practicable, engin may suspend the Service at any time.

4.1 Your Right to Cancel the Service

You may terminate this Agreement at any time by contacting us on 1300 305 000 between 9am - 6pm AEST Business Days and giving us 30 days notice.

We will invoice you for all charges you incur (including the Monthly Service fee) up to the time actual termination takes place. If you have purchased hardware at a discounted rate and agreed to a special arrangement, such as subsidization, you may be liable for the payment of the difference of the RRP (Recommended Retail Price) of the hardware.

If you cancel while still contracted to engin within a minimum term contract, you will be charged the pro rata cancellation fee associated with your choice of Service.

Please note that Customers are still required to give engin 30 days notice at the expiration of your minimum term agreement, otherwise engin will continue to supply you with the Service.

4.2 Termination as a Result of Porting

In the event that you have contracted with engin for the provision of an ADSL Service you may terminate this Agreement by Porting your engin PSTN telephone number to another C/CSP at any point. If you have purchased hardware at a discounted rate and agreed to a special arrangement, such as subsidization, you may be liable for the payment of the difference of the RRP (Recommended Retail Price) of the hardware. If you port your Service while still contracted to engin within a minimum term contract, you will be charged the pro rata cancellation fee associated with your choice of Service.

Please be advised that customers who choose to port their PSTN telephone number is they have procured a DSL Service from engin through a Spectrum sharing arrangement, will have their DSL Service disconnected upon the completion of the port order, and will accordingly be charged the pro rata cancellation fee associated with their choice of Service. It is therefore recommended that you not port your PSTN telephone number from your existing carriage service provider while you are contracted to engin.

4.3 Termination as a Result of Relocation

In the event that you plan to move premises, you must advise engin 30 days prior to relocation. If there is no available access line at your new address, and you wish to continue receiving your engin DSL Service at the new premises, we may charge you a connection fee, but there will be no cancellation fee. A new minimum term will commence, should you have previously been contracted to a minimum term, or you will be charged a relocation fee. If there is an access line available at your new address and you wish to continue to receive the engin DSL Service, we will cancel the service at your former residence and you will be required to enter into a new minimum term of equal value to the previous contracted term, or pay a relocation fee.

In the event that you move premises and we are unable to provision a Service at your residence, you may still be able to connect a PSTN Service at the new residence and through the process of spectrum sharing acquire an engin DSL Service. In these circumstances, a new minimum term will commence, should you have previously been contracted to a minimum term, or you will be charged a relocation fee. You will be advised, upon providing us with notice of your impending relocation, whether engin will be able to provide you with a DSL Service through a spectrum sharing arrangement.

If you move and the Service is not available at your new address, regardless of whether you wish to continue receiving the Service, you will be required to pay back any additional subsidies when the Service was provisioned at your previous address, as well as the appropriate disconnection fee.

Should you terminate a Service that was purchased at a subsidised rate offered under a minimum term contract, you will be required to pay a disconnection fee, as set out in Appendix A of this, the *Standard Form of Agreement: DSL Service Description*.

Appendix A – Tariffs and Pricing

This part of this Agreement sets out the various Pricing Plans, which are available under the Service, and the:

- Monthly Service Fee;
- Standard charges;
- Irregular Charges

Details pertaining to the Pricing Plans are also available at <http://www.engin.com.au>. We reserve the right to make changes to or close Pricing Plans at our discretion. Any Pricing Plan change that may be detrimental to the customer will be communicated via email to the customers nominated email address a minimum of 21 days before becoming effective.

All DSL offerings are subject to technical and geographical limitations. This means that certain offerings may not be available to you. In certain scenarios, you can only subscribe to an engin DSL Service through spectrum sharing, where you will need to maintain your existing PSTN Service with your existing carriage service provider. This means that you will be billed for your DSL Service by engin, and your PSTN Service by your existing PSTN provider. While contracted to engin over a minimum term, it is imperative that you not disconnect, port or relocate your PSTN Service. In the event that you do, your DSL Service will automatically be cancelled and you may be liable to pay a pro rata disconnection fee.

Current Offerings

Residential Plans

The following Plans are designed for residential use under the Service.

engin BB Series Plans

The engin BB Series Plans are inclusive of your DSL service as well as a VoIP connection that by default has identical call charges to the engin National Plan (See *Terms and Conditions: VoIP Service Description* for further information). The services are marketed as a bundle and the bundle cannot be reverted to its individual components.

All calls are charged in per minute increments. For example, if you are to make a call for 20 seconds, you will be charged for the whole minute. If you make a call for 63 seconds, you will be charged the equivalent of two minutes of talk time.

All 'Included Calls' are subject to engin's Fair Use Policy, available on the engin website, under the Terms and Conditions page.

Please note that the connection fees associated with the Plans vary.

Certain customers may be able to purchase a PSTN Service and provision it on the same ULL as the DSL Service for AU \$20.00, however this is subject to geographical and technical limitations which will be determined by a Service qualification. A customer who chooses to provision a PSTN Service with their DSL Service will simply pay AU\$20.00 extra per month in Service fees. Customers who choose to provision a PSTN Service with engin will be required to waive their rights under the Customer Service Guarantee. For more information on the Customer Service Guarantee, read engin's *Terms and Conditions: PSTN Service Description*.

engin BB Naked DSL Plan (Contracted to 24 month minimum term)

| Engin BB 6 (Commenced as of 27/03/2010 – Current) | |
|--|---------------------------|
| Monthly Service Fee | \$54.95 |
| Data Quota | 2 GB Peak / 4 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$99.00 |

| Engin BB 15 (Commenced as of 27/03/2010 – Current) | |
|---|----------------------------|
| Monthly Service Fee | \$64.95 |
| Data Quota | 5 GB Peak / 10 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$79.00 |

| Engin BB 21 (Commenced as of 27/03/2010 – Current) | |
|---|----------------------------|
| Monthly Service Fee | \$74.95 |
| Data Quota | 7 GB Peak / 14 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$79.00 |

| Engin BB 36 (Commenced as of 27/03/2010 – Current) | |
|---|-----------------------------|
| Monthly Service Fee | \$84.95 |
| Data Quota | 12 GB Peak / 24 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$79.00 |

| Engin BB 75 (Commenced as of 27/03/2010 – Current) | |
|---|-----------------------------|
| Monthly Service Fee | \$99.95 |
| Data Quota | 25 GB Peak / 50 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$79.00 |

engin BB ADSL 2+ Plan (Contracted to 24 month minimum term)

| Engin BB 6 (Commenced as of 27/03/2010 – Current) | |
|--|---------------------------|
| Monthly Service Fee | \$74.95 |
| Data Quota | 2 GB Peak / 4 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$99.00 |

| Engin BB 15 (Commenced as of 27/03/2010 – Current) | |
|---|----------------------------|
| Monthly Service Fee | \$84.95 |
| Data Quota | 5 GB Peak / 10 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$79.00 |

| Engin BB 21 (Commenced as of 27/03/2010 – Current) | |
|---|----------------------------|
| Monthly Service Fee | \$94.95 |
| Data Quota | 7 GB Peak / 14 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$79.00 |

| | |
|---|-----------------------------|
| Engin BB 36 (Commenced as of 27/03/2010 – Current) | |
| Monthly Service Fee | \$104.95 |
| Data Quota | 12 GB Peak / 24 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$79.00 |

| | |
|---|-----------------------------|
| Engin BB 75 (Commenced as of 27/03/2010 – Current) | |
| Monthly Service Fee | \$119.95 |
| Data Quota | 25 GB Peak / 50 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$79.00 |

engin BB ADSL 1 Plan (Contracted to 24 month minimum term)

| | |
|--|---------------------------|
| Engin BB 6 (Commenced as of 21/05/2010 – Current) | |
| Monthly Service Fee | \$49.95 |
| Data Quota | 2 GB Peak / 4 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$99.00 |

| | |
|---|----------------------------|
| Engin BB 15 (Commenced as of 21/05/2010 – Current) | |
| Monthly Service Fee | \$59.95 |
| Data Quota | 5 GB Peak / 10 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$79.00 |

| | |
|---|----------------------------|
| Engin BB 21 (Commenced as of 21/05/2010 – Current) | |
| Monthly Service Fee | \$69.95 |
| Data Quota | 7 GB Peak / 14 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$79.00 |

| | |
|---|-----------------------------|
| Engin BB 36 (Commenced as of 21/05/2010 – Current) | |
| Monthly Service Fee | \$79.95 |
| Data Quota | 12 GB Peak / 24 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$79.00 |

| | |
|---|-----------------------------|
| Engin BB 75 (Commenced as of 21/05/2010 – Current) | |
| Monthly Service Fee | \$94.95 |
| Data Quota | 25 GB Peak / 50 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$79.00 |

engin BB Naked DSL Plan (Contracted to a month to month commitment)

| | |
|--|---------------------------|
| Engin BB 6 (Commenced as of 21/05/2010 – Current) | |
| Monthly Service Fee | \$54.95 |
| Data Quota | 2 GB Peak / 4 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$149.00 |

| | |
|---|--|
| Engin BB 15 (Commenced as of 21/05/2010 – Current) | |
|---|--|

| | |
|---------------------|----------------------------|
| Monthly Service Fee | \$64.95 |
| Data Quota | 5 GB Peak / 10 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$149.00 |

| | |
|---|----------------------------|
| Engin BB 21 (Commenced as of 21/05/2010 – Current) | |
| Monthly Service Fee | \$74.95 |
| Data Quota | 7 GB Peak / 14 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$149.00 |

| | |
|---|-----------------------------|
| Engin BB 36 (Commenced as of 21/05/2010 – Current) | |
| Monthly Service Fee | \$84.95 |
| Data Quota | 12 GB Peak / 24 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$149.00 |

| | |
|---|-----------------------------|
| Engin BB 75 (Commenced as of 21/05/2010 – Current) | |
| Monthly Service Fee | \$99.95 |
| Data Quota | 25 GB Peak / 50 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$149.00 |

engin BB ADSL 2+ Plan (Contracted to a month to month commitment)

| | |
|--|---------------------------|
| Engin BB 6 (Commenced as of 21/05/2010 – Current) | |
| Monthly Service Fee | \$74.95 |
| Data Quota | 2 GB Peak / 4 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$149.00 |

| | |
|---|----------------------------|
| Engin BB 15 (Commenced as of 21/05/2010 – Current) | |
| Monthly Service Fee | \$84.95 |
| Data Quota | 5 GB Peak / 10 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$149.00 |

| | |
|---|----------------------------|
| Engin BB 21 (Commenced as of 21/05/2010 – Current) | |
| Monthly Service Fee | \$94.95 |
| Data Quota | 7 GB Peak / 14 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$149.00 |

| | |
|---|-----------------------------|
| Engin BB 36 (Commenced as of 21/05/2010 – Current) | |
| Monthly Service Fee | \$104.95 |
| Data Quota | 12 GB Peak / 24 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$149.00 |

| | |
|---|-----------------------------|
| Engin BB 75 (Commenced as of 21/05/2010 – Current) | |
| Monthly Service Fee | \$119.95 |
| Data Quota | 25 GB Peak / 50 GB Off Peak |
| Default VoIP Plan | National |

| | |
|----------------|----------|
| Connection Fee | \$149.00 |
|----------------|----------|

engin BB ADSL 1 Plan (Contracted to a month to month commitment)

| | |
|--|---------------------------|
| Engin BB 6 (Commenced as of 21/05/2010 – Current) | |
| Monthly Service Fee | \$49.95 |
| Data Quota | 2 GB Peak / 4 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$149.00 |

| | |
|---|----------------------------|
| Engin BB 15 (Commenced as of 21/05/2010 – Current) | |
| Monthly Service Fee | \$59.95 |
| Data Quota | 5 GB Peak / 10 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$149.00 |

| | |
|---|----------------------------|
| Engin BB 21 (Commenced as of 21/05/2010 – Current) | |
| Monthly Service Fee | \$69.95 |
| Data Quota | 7 GB Peak / 14 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$149.00 |

| | |
|---|-----------------------------|
| Engin BB 36 (Commenced as of 21/05/2010 – Current) | |
| Monthly Service Fee | \$79.95 |
| Data Quota | 12 GB Peak / 24 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$149.00 |

| | |
|---|-----------------------------|
| Engin BB 75 (Commenced as of 21/05/2010 – Current) | |
| Monthly Service Fee | \$94.95 |
| Data Quota | 25 GB Peak / 50 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$149.00 |

VoIP Add Ons

All Residential engin BB DSL Services have an incorporated engin VoIP Service by design. By default, you will be charged the rates associated with the engin National Plan, however you may upgrade the incorporated VoIP Service to the options listed below:

| | |
|---|--|
| engin Home Plus (Commenced 28/02/07 - Current) | |
| Monthly Service Fee | Call charges (GST inclusive) |
| \$5.00 per month extra with a designated engin DSL plan | Included local & national calls~ 22c per minute mobile calls Included to 8 countries~ 20c untimed/13 included countries~ e2e free of engin charges |

| engin Mobile Plus (Commenced 19/12/08 - Current) | |
|---|--|
| Monthly Service Fee | Call charges (GST inclusive) |
| \$5.00 per month extra with a designated engin DSL plan | 10c untimed local & national calls~ 200 included calls or 400 included minutes (whichever elapses first) to Australian mobiles^^ ~ 27c mobile calls (Once included calls have elapsed) e2e free of engin charges Standard International call rates^* |

| engin Max (Commenced 26/08/09 - Current) | |
|---|---|
| Monthly Service Fee | Call charges (GST inclusive) |
| \$14.95 per month extra with a designated engin DSL plan ~ *^ | 600 minutes of included calls to local, national, Australian mobile and selected international destinations 15c local & national calls (Once 600 included minutes have elapsed) 27c per minute to Australian mobiles (Once 600 included minutes have elapsed) Standard International call rates if not included as one of the 100+ countries listed or once 600 included minutes have elapsed e2e free of engin charges |

engin VoIP Ignition Series Plans

The engin VoIP Ignition Series Plans are inclusive of your DSL service as well as your VoIP connection. The services are marketed as a bundle and the bundle cannot be reverted to its individual components.

All calls are charged in per minute increments. For example, if you are to make a call for 20 seconds, you will be charged for the whole minute. If you make a call for 63 seconds, you will be charged the equivalent of two minutes of talk time.

The DSL Service has no Peak or Off – Peak Periods.

All ‘Included Calls’ are subject to engin’s Fair Use Policy, available on the engin website, under the Terms and Conditions page.

In return for the financial savings associated with the plan, customers will be required to waive their rights under the Customer Service Guarantee. For more information on the Customer Service Guarantee, read engin’s *Terms and Conditions: VoIP Service Description*.

engin VoIP Ignition (Contracted to 24 month minimum term)

| | |
|---|----------------------|
| engin VoIP Ignition 69 (Commenced 27/03/09 - Current) ~ | |
| Monthly Service Fee | \$69.00 |
| DSL Data Allowance | 10 GB |
| Connection Fee | No upfront charge |
| <u>Call Type</u> | <u>Rate</u> |
| Local | Included |
| National / STD | Included |
| Australian Mobile | \$0.22 per minute |
| Service Call | \$0.28 per call |
| International | As advertised online |

| | |
|---|----------------------|
| engin VoIP Ignition 89 (Commenced 27/03/09 - Current) ~ | |
| Monthly Service Fee | \$89.00 |
| DSL Data Allowance | 25 GB |
| Connection Fee | No upfront charge |
| <u>Call Type</u> | <u>Rate</u> |
| Local | Included |
| National / STD | Included |
| Australian Mobile | Included |
| Service Call | \$0.28 per call |
| International | As advertised online |

| | |
|--|----------------------|
| engin VoIP Ignition 109 (Commenced 27/03/09 - Current) ~ | |
| Monthly Service Fee | \$109.00 |
| DSL Data Allowance | 40 GB |
| Connection Fee | No upfront charge |
| <u>Call Type</u> | <u>Rate</u> |
| Local | Included |
| National / STD | Included |
| Australian Mobile | Included |
| Service Call | \$0.28 per call |
| International | As advertised online |

engin VoIP Ignition (Contracted to a month to month commitment)

| | |
|---|----------------------|
| engin VoIP Ignition 65 (Commenced 27/03/09 - Current) ~ | |
| Monthly Service Fee | \$65.00 |
| DSL Data Allowance | 10 GB |
| Connection Fee | No upfront charge |
| <u>Call Type</u> | <u>Rate</u> |
| Local | Included |
| National / STD | Included |
| Australian Mobile | \$0.22 per minute |
| Service Call | \$0.28 per call |
| International | As advertised online |

| | |
|---|---------|
| engin VoIP Ignition 85 (Commenced 27/03/09 - Current) ~ | |
| Monthly Service Fee | \$85.00 |
| DSL Data Allowance | 25 GB |

| | |
|-------------------|----------------------|
| Connection Fee | No upfront charge |
| <u>Call Type</u> | <u>Rate</u> |
| Local | Included |
| National / STD | Included |
| Australian Mobile | Included |
| Service Call | \$0.28 per call |
| International | As advertised online |

| | |
|--|----------------------|
| engin VoIP Ignition 105 (Commenced 27/03/09 - Current) ~ | |
| Monthly Service Fee | \$105.00 |
| DSL Data Allowance | 40 GB |
| Connection Fee | No upfront charge |
| <u>Call Type</u> | <u>Rate</u> |
| Local | Included |
| National / STD | Included |
| Australian Mobile | Included |
| Service Call | \$0.28 per call |
| International | As advertised online |

engin PSTN Ignition Series Plans

The engin PSTN Ignition Series Plans are inclusive of your ADSL service as well as your PSTN connection. The services are marketed as a bundle and the bundle cannot be reverted to its individual components.

All calls are charged in per minute increments. For example, if you are to make a call for 20 seconds, you will be charged for the whole minute. If you make a call for 63 seconds, you will be charged the equivalent of two minutes of talk time. Unlike plans in the BB Series PSTN Pricing Plans, flagfall is charged for certain types of calls.

The DSL Service has no Peak or Off – Peak Periods.

All ‘Included Calls’ are subject to engin’s Fair Use Policy, available on the engin website, under the Terms and Conditions page.

In return for the financial savings associated with the plan, customers will be required to waive their rights under the Customer Service Guarantee. For more information on the Customer Service Guarantee, read engin’s *Terms and Conditions: PSTN Service Description*.

| | | |
|---|-----------------|----------------------|
| engin PSTN Ignition 49 (Commenced 27/03/09 - Current) ~ | | |
| Monthly Service Fee | \$49.00 | |
| DSL Data Allowance | 2 GB | |
| Connection Fee | \$149.00 | |
| <u>Call Type</u> | <u>Flagfall</u> | <u>Rate</u> |
| Local | N/A | Included |
| National / STD | \$0.38 | \$0.175 per minute |
| Australian Mobile | \$0.38 | \$0.35 per minute |
| Service Call | N/A | \$0.28 per call |
| International | \$0.20 | As advertised online |

| | |
|---|---------|
| engin PSTN Ignition 69 (Commenced 15/12/09 - Current) ~ | |
| Monthly Service Fee | \$69.00 |
| DSL Data Allowance | 5 GB |

| | | |
|-------------------|-----------------|----------------------|
| Connection Fee | | No upfront charge |
| <u>Call Type</u> | <u>Flagfall</u> | <u>Rate</u> |
| Local | N/A | Included |
| National / STD | N/A | Included |
| Australian Mobile | \$0.38 | \$0.35 per minute |
| Service Call | N/A | \$0.28 per call |
| International | \$0.20 | As advertised online |

| | | |
|---|-----------------|----------------------|
| engin PSTN Ignition 79 (Commenced 15/12/09 - Current) ~ | | |
| Monthly Service Fee | | \$79.00 |
| DSL Data Allowance | | 10 GB |
| Connection Fee | | No upfront charge |
| <u>Call Type</u> | <u>Flagfall</u> | <u>Rate</u> |
| Local | N/A | Included |
| National / STD | N/A | Included |
| Australian Mobile | \$0.38 | \$0.35 per minute |
| Service Call | N/A | \$0.28 per call |
| International | \$0.20 | As advertised online |

| | | |
|---|-----------------|----------------------|
| engin PSTN Ignition 99 (Commenced 15/12/09 - Current) ~ | | |
| Monthly Service Fee | | \$99.00 |
| DSL Data Allowance | | 25 GB |
| Connection Fee | | No upfront charge |
| <u>Call Type</u> | <u>Flagfall</u> | <u>Rate</u> |
| Local | N/A | Included |
| National / STD | N/A | Included |
| Australian Mobile | N/A | Included |
| Service Call | N/A | \$0.28 per call |
| International | \$0.20 | As advertised online |

| | | |
|--|-----------------|----------------------|
| Engin PSTN Ignition 119 (Commenced 15/12/09 - Current) ~ | | |
| Monthly Service Fee | | \$49.00 |
| DSL Data Allowance | | 2 GB |
| Connection Fee | | No upfront charge |
| <u>Call Type</u> | <u>Flagfall</u> | <u>Rate</u> |
| Local | N/A | Included |
| National / STD | \$0.38 | \$0.175 per minute |
| Australian Mobile | \$0.38 | \$0.35 per minute |
| Service Call | N/A | \$0.28 per call |
| International | \$0.20 | As advertised online |

Business Plans

The following Pricing Plans are designed for business use under the Service:

| | |
|---|--------------|
| Business BB10 Naked ³ | |
| DSL Monthly Service Fee | \$59.95 |
| Data Quota | 10GB Anytime |

| | |
|---|--------------|
| Business BB25 Naked ³ | |
| DSL Monthly Service Fee | \$79.95 |
| Data Quota | 25GB Anytime |

| | |
|---|---------------|
| Business BB50 Naked ³ | |
| DSL Monthly Service Fee | \$99.95 |
| Data Quota | 50 GB Anytime |

| | |
|--|---------------|
| Business BB100 Naked ³ | |
| DSL Monthly Service Fee | \$129.95 |
| Data Quota | 100GB Anytime |

If combined with a Business BB Series DSL Service, a Business customer may purchase an associated PSTN service as a ‘bundled’ product from engin at \$24.95. This is only available to selected customers, and the customer will be advised as to whether they can procure the Service upon a service qualification.

Depending on your geographical location and the technical requirements associated with your line, you may be required to maintain your PSTN connection with your existing provider. Accordingly, you will have a PSTN connection with your existing carriage service provider, and a DSL Service will be provisioned by engin on the same ULL. You will be invoiced by engin for your DSL Service and your existing provider for your PSTN Service.

Business customers may purchase a standard PSTN service as a ‘stand alone’ product from engin. The monthly Service Fee is \$34.95. For call charges, refer to the *Standard Form of Agreement: PSTN Service Description*.

Additional PSTN Services will not be provided if an existing ULLS has not been provisioned or if a customer wishes to purchase an engin PSTN Service through a Spectrum Sharing arrangement (Having a DSL Service with another provider, and wanting to set up a PSTN Service with engin simultaneously on the same ULLS).

Legacy Offerings

engin BB Series Plans

The engin BB Series Plans are inclusive of your DSL service as well as a VoIP connection that by default has identical call charges to the engin National Plan (See *Terms and Conditions: VoIP Service Description* for further information). The services are marketed as a bundle and the bundle cannot be reverted to its individual components.

All calls are charged in per minute increments. For example, if you are to make a call for 20 seconds, you will be charged for the whole minute. If you make a call for 63 seconds, you will be charged the equivalent of two minutes of talk time.

All ‘Included Calls’ are subject to engin’s Fair Use Policy, available on the engin website, under the Terms and Conditions page.

All engin BB Series Plans had varying Connection Fees.

Customers that did not want to contract to a minimum term were required to pay AU\$140.00 as an upfront Connection Fee. Customers who contracted to a minimum term of 12 months were required to pay AU\$90.00 as an upfront Connection Fee and customers that contracted to a minimum term of 24 months paid nothing for as an upfront Connection Fee.

Accordingly, customers on these plans have a different Disconnection Fee structure to customer on the engin BB Series Plans that subscribed to the Service after 26/03/2010. Please

refer to Section 2 of this Agreement, *Standard Form of Agreement: DSL Service Description* for more information.

| | |
|---|---------------------------|
| BB6 Naked¹ (Commenced 30/09/2008 – Discontinued 26/03/2010) | |
| DSL Monthly Service Fee | \$54.95 |
| Data Quota | 2 GB Peak / 4 GB Off Peak |

| | |
|--|----------------------------|
| BB15 Naked¹ (Commenced 30/09/2008 – Discontinued 26/03/2010) | |
| DSL Monthly Service Fee | \$64.95 |
| Data Quota | 5 GB Peak / 10 GB Off Peak |

| | |
|--|---------------------------|
| BB21 Naked¹ (Commenced 30/09/2008 – Discontinued 26/03/2010) | |
| DSL Monthly Service Fee | \$74.95 |
| Data Quota | 7 GB Peak / 14GB Off Peak |

| | |
|--|-----------------------------|
| BB36 Naked¹ (Commenced 30/09/2008 – Discontinued 26/03/2010) | |
| DSL Monthly Service Fee | \$84.95 |
| Data Quota | 12 GB Peak / 24 GB Off Peak |

| | |
|--|-----------------------------|
| BB75 Naked¹ (Commenced 30/09/2008 – Discontinued 26/03/2010) | |
| DSL Monthly Service Fee | \$94.95 |
| Data Quota | 25 GB Peak / 50 GB Off Peak |

| | |
|---|---------------------------|
| BB6 Bundled² (Commenced 30/09/2008 – Discontinued 26/03/2010) | |
| DSL + PSTN Monthly Service Fee | \$74.95 |
| Data Quota | 2 GB Peak / 4 GB Off Peak |

| | |
|--|----------------------------|
| BB15 Bundled² (Commenced 30/09/2008 – Discontinued 26/03/2010) | |
| DSL Monthly Service Fee | \$84.95 |
| Data Quota | 5 GB Peak / 10 GB Off Peak |

| | |
|--|---------------------------|
| BB21 Bundled² (Commenced 30/09/2008 – Discontinued 26/03/2010) | |
| DSL + PSTN Monthly Service Fee | \$94.95 |
| Data Quota | 7 GB Peak / 14GB Off Peak |

| | |
|--|-----------------------------|
| BB36 Bundled² (Commenced 30/09/2008 – Discontinued 26/03/2010) | |
| DSL + PSTN Monthly Service Fee | \$104.95 |
| Data Quota | 12 GB Peak / 24 GB Off Peak |

| | |
|--|-----------------------------|
| BB75 Bundled² (Commenced 30/09/2008 – Discontinued 26/03/2010) | |
| DSL + PSTN Monthly Service Fee | \$114.95 |
| Data Quota | 25 GB Peak / 50 GB Off Peak |

(Contracted to 24 month minimum term)

| | |
|--|---------------------------|
| Engin BB 6 NDSL (Commenced as of 27/03/2010 – 20/05/2010) | |
| Monthly Service Fee | \$54.95 |
| Data Quota | 2 GB Peak / 4 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$149.00 |

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|---|---------|
| Engin BB 15 NDSL (Commenced as of 27/03/2010 – 20/05/2010) | |
| Monthly Service Fee | \$64.95 |

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|-------------------|----------------------------|
| Data Quota | 5 GB Peak / 10 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$99.00 |

| | |
|---|----------------------------|
| Engin BB 21 NDSL (Commenced as of 27/03/2010 – 20/05/2010) | |
| Monthly Service Fee | \$74.95 |
| Data Quota | 7 GB Peak / 14 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$99.00 |

| | |
|---|-----------------------------|
| Engin BB 36 NDSL (Commenced as of 27/03/2010 – 20/05/2010) | |
| Monthly Service Fee | \$84.95 |
| Data Quota | 12 GB Peak / 24 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$99.00 |

| | |
|---|-----------------------------|
| Engin BB 75 NDSL (Commenced as of 27/03/2010 – 20/05/2010) | |
| Monthly Service Fee | \$99.95 |
| Data Quota | 25 GB Peak / 50 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$99.00 |

| | |
|--|---------------------------|
| Engin BB 6 ADSL (Commenced as of 27/03/2010 – 20/05/2010) | |
| Monthly Service Fee | \$74.95 |
| Data Quota | 2 GB Peak / 4 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$99.00 |

| | |
|---|----------------------------|
| Engin BB 15 ADSL (Commenced as of 27/03/2010 – 20/05/2010) | |
| Monthly Service Fee | \$84.95 |
| Data Quota | 5 GB Peak / 10 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$99.00 |

| | |
|---|----------------------------|
| Engin BB 21 ADSL (Commenced as of 27/03/2010 – 20/05/2010) | |
| Monthly Service Fee | \$94.95 |
| Data Quota | 7 GB Peak / 14 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$99.00 |

| | |
|---|-----------------------------|
| Engin BB 36 ADSL (Commenced as of 27/03/2010 – 20/05/2010) | |
| Monthly Service Fee | \$104.95 |
| Data Quota | 12 GB Peak / 24 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$99.00 |

| | |
|---|-----------------------------|
| Engin BB 75 ADSL (Commenced as of 27/03/2010 – 20/05/2010) | |
| Monthly Service Fee | \$119.95 |
| Data Quota | 25 GB Peak / 50 GB Off Peak |
| Default VoIP Plan | National |
| Connection Fee | \$99.00 |

Engin PSTN Ignition

The engin PSTN Ignition Series Pricing Plans are inclusive of your ADSL service as well as your PSTN connection. The services are marketed as a bundle and the bundle cannot be reverted to its individual components.

All calls are charged in per minute increments. For example, if you are to make a call for 20 seconds, you will be charged for the whole minute. If you make a call for 63 seconds, you will be charged the equivalent of two minutes of talk time. Unlike plans in the BB Series PSTN Pricing Plans, flagfall is charged for certain types of calls.

The DSL Service has no Peak or Off – Peak Periods.

All ‘Included Calls’ are subject to engin’s Fair Use Policy, available on the engin website, under the Terms and Conditions page.

| | | |
|--|--|---|
| Ignition 49 (Commenced 15/12/09 – 27/03/10) ~ Monthly Service Fee - \$49.00 | | |
| DSL Data Allowance – 2 GB | | |
| <u>Call Type</u> | <u>Flagfall</u> | <u>Rate</u> |
| <ul style="list-style-type: none">LocalNational / STDMobileService CallInternational | <ul style="list-style-type: none">N/A\$0.38\$0.38N/A\$0.20 | <ul style="list-style-type: none">Included\$0.17 per minute\$0.35 per minute\$0.28 per callAs advertised online |

¹ Residential Naked plans automatically include the engin VoIP Service by design. If you use the VoIP Service to make calls, where applicable you will be charged the rates associated with the engin [National Plan](#).

² Residential Bundled plans: the PSTN Service is not available as a standalone option. Bundled plans automatically include the engin VoIP Service by design. If you use the VoIP Service to make calls, where applicable you will be charged the rates associated with the engin [National Plan](#).

³ Business Broadband Naked Plans: The Business Broadband Naked Plans are not inclusive of a VoIP Service. VoIP Services must be purchased separately. PSTN Services can also be purchased separately at \$24.95 a month.

~ Plan is for residential use only and subject to a Fair Use Policy available at <http://www.engin.com.au/FairUse.aspx> For the 8 included countries and rates for the 13 or 21 included International countries refer to www.engin.com.au/plans/InternationalRates.aspx included calls, are applicable to voice calls only. Unless otherwise specified in the pricing plan, included calls exclude international numbers and some Special Service numbers, particularly those not charged at local call rates. Unused included calls are not carried forwarded but forfeited at the end of each billing cycle.

^^ included calls to Australian mobiles under the engin Mobile Plus plan are charged in 60 second blocks i.e. the billing increment is 60 seconds. Therefore a call made for 10 seconds would be billed as a 60 second call, and a 75 second call would be billed as a 120 second call.

After the included 400 minutes/200 calls have elapsed, calls will be charged a \$0.27 and will continue to be charged in 60 second increments.

*^ Included calls under the engin Max plan are charged in 60 second blocks i.e. the billing increment is 60 seconds. Therefore a call made for 10 seconds would be billed as a 60 second call, and a 75 second call would be billed as a 120 second call. After the included 600 minutes have elapsed, calls will be charged at the listed prices and will continue to be charged in 60 second increments for applicable calls. Any unused included minutes will not be carried over to a subsequent billing cycle. The International Destinations associated with the engin Max plan are subject to change without notice. The destinations included in the 600 minute quota are all local and national numbers in Australia (excluding overseas territories e.g. including but not limited to Norfolk Island) standard Australian mobiles (not including satellite or special service mobile connections) and the international destinations listed in the VoIP Standard Form of Agreement. Refer to the VoIP Standard Form of Agreement for a full list of destinations. The DSL Standard Form of Agreement ought to be read in conjunction with the VoIP Standard Form of Agreement and if there is any inconsistency between the documents regarding this DSL Service Description, the relevant provisions of the *Standard Form of Agreement: VoIP Service Description* will prevail to the extent of the inconsistency.