



Standard Form of Agreement: PSTN 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:

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.

Section One – The Service	5
1.1 The Service	5
1.2 Voice Calls	5
Calls to Local Numbers in Australia.....	5
Calls to Australian Mobiles	6
Calls to International Destinations.....	6
Special Services	6
1.3 Value Added Services	8
Section Two - Charges and Tariffs	11
2.1 Standard Pricing	12
2.2 The engin PSTN Ignition Plans	12
2.3 Additional PSTN Lines.....	13
Section Three – Service Features	15
3.1 Access	15
3.2 Provisioning	16
3.3 Necessary Interruptions	16
3.4 Miscellaneous Interruptions	16
3.5 Call Termination.....	16
3.6 Monitoring Services	17
3.7 Fault Reporting	17
3.8 Interception	17
3.9 Incorrect Order Submission	17
3.10 Service Relocation.....	18
3.11 Data Transfer	18
3.12 Caller Number Display.....	18
3.13 Preselection.....	18
3.14 Priority Assistance	18
3.15 Porting your Service to engin.....	18
Section Four – Miscellanea	20
4.1 Geographic Numbers.....	20
4.2 Transfer of Voice Data	20
4.3 Special Promotions.....	20
4.4 High Usage.....	20
4.5 Numbering	20
4.6 Fair Use Policy.....	21
4.7 Customer Service Guarantee	21
4.8 Fraudulent Use of Service	21
Section Five – Suspension and Termination of the Service	23
5.1 Suspension for High Usage.....	23
5.2 Immediate suspension, limitation and termination in our absolute discretion.....	23
5.3 Suspension, limitation and termination with notice	24
5.4 Your right to terminate this Agreement	24
5.5 Termination as a Result of Porting	24
5.6 Consequences of Suspension	24

Introduction

The *Standard Form of Agreement: General Terms* sets out the terms and conditions of the 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: General Terms* has been partitioned into eight sections:

Section One – Service

Section Two – Charges and Tariffs

Section Three – Terms of Service

Section Four – Suspension or Termination of the Service

Section Five – Miscellanea

IMPORTANT: This Agreement must be read in conjunction with the engin Standard Form of Agreement: General Terms, as well as the Standard Form of Agreement: DSL Service Description.

Section One – The Service

You agree to acquire the Service from engin, on these *Standard Form of Agreement: PSTN 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 the *Standard Form of Agreement: PSTN 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: PSTN Service Description* shall prevail when contextualised, particularly with regard to matters relating to PSTN Telephony.

All timed voice calls are charged in timed blocks unless otherwise specified. Calls are charged for the first full minute and for every 30 second block thereafter.

1.1 The Service

You agree to acquire from engin the Service on these Terms and Conditions and the terms and conditions contained in the relevant Service Description. engin agrees to provide the Services to you subject to these Terms and Conditions and the relevant Service Description provided that you meet the requirements of engin. To the extent of any inconsistency, these Terms and Conditions shall prevail over the relevant Service Description. You must ensure that third parties using the Service adhere to these Terms and Conditions.

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 PSTN Service;
- the accuracy and completeness of content accessed or transmitted;
- the consequences of you accessing or transmitting any content using the engin PSTN Service

It should be noted that you must be the legal lessee of the line you are connecting 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 commenced using the Service from the Service Start Date. If your request for a Service is deemed to be fraudulent, the request or the provisioned Service will be terminated and pecuniary penalties will apply.

1.2 Voice Calls

Calls to Local Numbers in Australia

Make calls using the Service to Australian telephone Services with a Geographical Number within your local charge zone. Connected calls with a duration of one or more seconds will be charged at the advised rate. Irrespective of when a call is made, the standard call rate remains constant. Call charges include GST and are rounded up to the nearest whole cent on individual calls. All Local Calls are untimed by law.

Calls to Long Distance Numbers in Australia

Make calls using the Service to Australian telephone Services with a Geographical Number that are not within your local charge zone. Connected calls with a duration of one or more seconds will be charged at the advised rate. Irrespective of when a call is made, the standard call rate remains constant. Call charges include GST and are rounded up to the nearest whole cent on individual calls. Long Distance calls (calls throughout Australia that are not local calls within the meaning of the Telecommunications Act 1997) are charged at a flat rate by engin, unless otherwise advised.

Calls to Australian Mobiles

Make calls using the Service to Australian mobile telephone Services with an appropriate Mobile Telephone Number registered to any Australian mobile telecommunications network. Connected calls with a duration of one or more seconds will be charged at the advised rate. Irrespective of when a call is made, the standard call rate remains constant. Call charges include GST and are rounded up to the nearest whole cent on individual calls. All Mobile calls are timed unless otherwise specified.

Calls to International Destinations

Make calls using the Service to residential fixed line, International Special Service or mobile International telephone Services. You will be charged for all connected International calls. Calls rates vary by destination and call type. Connected calls with a duration of one or more seconds will be charged at the advised rate. All International calls are timed unless otherwise specified. Call charges include GST and are rounded up to the nearest whole cent on individual calls. If you have chosen another Long Distance provider through your Pre-select Option, please contact your Long Distance provider for call tariffs. Prior to making calls, we recommend that you ascertain what kind of service you are calling e.g. International mobile, special service, residential landline etc. Mobile to International Service interconnectivity is not supported by engin. If you call an Australian Mobile Service to interconnect to an International Destination, you will be affected.

Please be advised that calls will be mapped to international destinations by engin's underlying carriers. We bear no responsibility for the methods used by our underlying carriers in mapping international calls e.g. calls made to disputed international territories will be mapped in a manner that would see calls terminate in different zoning units. Accordingly, engin makes no guarantee that calls will be mapped to destinations according to your expectations. engin does not guarantee that you will be able to make successful calls to every valid telecommunications number as engin does not operate every aspect of the telephone network used to provide the Service to you. Furthermore, engin may bar calls to certain International Destinations if calls pose a real threat to the engin network, our customers or national security.

All costs charged by our underlying carriers will be passed onto you appropriately.

To place call restrictions against International Calls, please contact engin Customers Service on 1300 305 000.

PLEASE NOTE – INTERNATIONAL CALL RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Special Services

Make calls using the Service to Special Service Numbers throughout Australia. Connected calls with a duration of one or more seconds will be charged at the advised rate. Irrespective of when a call is made, the standard call rate remains constant. Call charges include GST and

are rounded up to the nearest whole cent on individual calls. Rates vary by call type and destination. Please note that certain Special Service Calls cannot be made over the engine network e.g. calls that start with 19 xx.

<u>Service Calls Type</u>	<u>Associated Charges</u>
1221 International Faults & Service Difficulties	Not available for use
1222 Call costs and enquiries (national & international) service	Not available for use
1225 International directory assistance service	\$1.00 per minute with \$1.20 flagfall (GST inc.)
1234 Sensis	Not available for use
1223	\$1.82 (GST inc.) fixed fee per call
125 xx, 125 xxx, 125 xxxx Operator service	Not available for use
012 and 013 Operator service	Not available for use
124xx, 124 xxx, 124 xxxx Operator service	Not available for use
12711 Pre-selection verification service	Not available for use
13xx xxx xxx service	\$0.25 (GST inc.) fixed fee per call
13x xxx service	\$0.25 (GST inc.) fixed fee per call
1345 xxxx service	Not available for use
18xx xxx xxx Freephone service	Free of engine charges
19xx xxx xxx Premium rate service	Not available for use
016 xxx Radio Paging services	\$0.36 (GST inc.) fixed fee per call

Community and Mass Calling service numbers – prefixed as 115 – 119	\$0.36 (GST inc.) fixed fee per call
019 Data Numbers	\$0.36 (GST inc.) fixed fee per call
189 xx Calling Card service	\$0.10 (GST inc) fixed fee per call
Australian Mobile to International Interconnect	Not available for use

engin to engin Calls

Make calls using the Service to other numbers connected on the engin Network. All calls from one engin PSTN Service to another engin VoIP or PSTN Service are free of any call charges.

1.3 Value Added Services

Value Added Services are additional features that are available to you at a premium, unless otherwise specified. For more information on the use of these features please contact engin on 1300 305 000.

Value Added Services	Associated Charges
<p>Voicemail</p> <p>You can have voice messages left on your engin PSTN service. To access voicemail messages, simply press ‘*96’ on your designated handset.</p> <p>Voicemail has a feature known as ‘Voicemail Call return’. The feature is based on the ability of Voicemail capturing the caller’s telephone number or to record a number entered by the caller. A caller’s telephone number will not be captured if:</p> <p>The caller’s line has a temporary or permanent block placed on the CLI.</p> <p>The call was made from a payphone or was an international call.</p> <p>The captured number was substituted with a preferred number entered by the caller.</p> <p>13 or 19, international and emergency call numbers will not be accepted as a call return number. Furthermore, calls that would normally be barred on your service may be dialled if call return is used.</p>	<ul style="list-style-type: none"> • Cost of a standard local call when retrieved from your service. Service call charges apply if call is retrieved from respective service. • Retrieval of messages using another service provider may incur costs from that service provider. <p>A \$4.50 (inc. GST) monthly charge applies for Voicemail.</p>

<p>Call Waiting</p> <p>The call waiting feature allows you to switch between calls.</p> <p>While you are on a call, the call waiting tone will advise you of an incoming call waiting to be answered.</p>	<p>There are no included call features with this service.</p> <p>Calls initiated by you attract call charges in accordance with your chosen pricing plan, until the call is terminated.</p> <p>Calls waiting on hold that you did not initiate are free of engine charges.</p>
<p>Caller Number Display (CND)</p> <p>Identify an incoming caller by the phone number before you answer the call. If you do not wish to speak to a caller whose CID is not displayed, you may block calls from Anonymous callers.</p> <p>When making a call your phone number will be displayed to the dialled party, provided they have access to CND. You may control the display of your phone number by blocking your number on a call-by-call basis (press 1831 prior to dialling the number).</p> <p>Should you choose to have your CID blocked on a permanent basis, engine can provide a network block.</p>	<p>A \$3.50 (inc. GST) monthly charge applies for Caller Number Display.</p>
<p>Unlisted Number</p> <p>The customer can choose to have their number listed or unlisted in the white pages directory.</p>	<p>This feature does not attract charges.</p>
<p>Call Forwarding</p> <p>This service diverts/forwards incoming calls to another phone number connected to any service provider.</p>	<p>Standard engine PSTN call rates apply for forwarded calls that connect.</p>
<p>Call Barring</p> <p>This service allows you to place a bar (call restrictions) on all incoming and outgoing calls.</p> <p>engine may also initiate call barring for administration or account management purposes.</p> <p>For call barring enquires contact Customer Service on 1300 305 000.</p>	<p>This feature does not attract charges.</p>
<p>Partial Barring</p> <p>This service allows you to individually bar outgoing calls only for International, Mobile and National calls.</p>	<p>This feature does not attract charges.</p>

<p>For partial barring enquires contact Customer Service on 1300 305 000.</p>	
<p>Three Way Calling</p> <p>While engaging in an active call, you can originate a call to a third party and have a Three-Way, conference style, conversation.</p>	<p>Call charges apply to each call you initiate in accordance with your chosen plan.</p> <p>Refer to your Plan in this Agreement for call rates.</p>
<p>Selective Calling</p> <p>Selective call allows you to divert, accept or reject calls made by certain telephone numbers (up to thirty).</p> <p>‘Selective Call Divert’ allows you to divert telephone calls on the list to any number of your choice. To access this feature, dial ‘*63’.</p> <p>‘Selective Call Accept’ allows you to accept only those calls that are made from the numbers you have registered on the list defined by you. Other calls will receive a recorded message stating that you have restricted incoming calls. To access this feature, dial ‘*68’ .</p> <p>‘Selective Call Reject’ allows you to reject calls from telephone numbers defined by you. Rejected calls will receive a message stating that you have restricted incoming calls. To access this feature, dial ‘*60’.</p>	<p>The feature attracts a \$3.30 per month charge (inc. GST).</p> <p>Connected calls will be charged in accordance with your chosen Pricing Plan.</p>
<p>Call Return</p> <p>Call Return allows you to automatically dial the last callers' number providing their number has not been CLI blocked.</p>	<p>The feature does not attract an engine charge.</p> <p>Connected calls will be charged in accordance with your chosen Plan.</p>



Section Two - Charges and Tariffs

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

- Monthly Service Fee;
- Standard Call charges;
- Included Calls per Month if any should apply;

Details pertaining to engin's PSTN Plans are also available at www.engin.com.au. We reserve the right to make changes to or remove 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.

Certain untimed calls, including calls under the PSTN Ignition Plans are subject to the Fair Use Policy, available at www.engin.com.au

Please be advised that all calls will be mapped to the prescribed terminating point by engin's underlying carriers. engin bears no responsibility for the ways in which these carriers map and terminate these calls i.e. All calls made will be mapped in a manner that would see the call terminate in an industry recognised zoning unit, however engin makes no guarantee that calls will be mapped according to your expectations. All costs passed on by our underlying carriers will be passed on to you as the consumer. Although engin will regularly review call mapping to ensure maximum accuracy, engin makes no guarantee that calls will be mapped according to your expectations.

For example, if you call a disputed international destination, the call will be routed to an industry recognised zoning unit, and this terminating point may not conform with your expectation.

Certain plans have included calls. If in any month, you have not made an amount of calls equal to the free or included call allowance per month the balance of the free or included calls will not be carried forward to the next month. You will forfeit those calls during each monthly billing cycle.

If your chosen Plan states that there are a certain amount of free or included calls per month, in addition to charging you the Monthly Service fee, we may charge you for any calls you make that month in excess of the free calls per month, applicable to your chosen plan.

You agree that only standard calls qualify as free or included calls per month, except where your plan states that other call types may also qualify. If, in any month, you have not made an amount of calls equal to the free or included call allowance per month the balance of the free or included calls per month will not be carried forward to the next month. You will forfeit those calls during each monthly billing cycle.

Charges may vary on your invoice, as each charge is rounded up to the nearest cent before GST is included.

The engin PSTN Service is only available as a complementary Service to the engin DSL Service. engin will not offer the engin PSTN Service as a stand alone product except in exceptional circumstances, which will be determined at our sole discretion. Such

determinations will be made on an ad hoc basis and will be based on financial feasibility beneficial to engin.

2.1 Standard Pricing

The following rates are applicable for the PSTN component of your Service.

- \$0.25 per local call, untimed, within Australia.
- \$0.15 per minute for national and STD calls; charged for the first full minute, then per 30 second increments throughout Australia.
- \$0.43 per minute for calls to any Australian mobile; charged for the first full minute and then per 30 second increment throughout Australia.
- International calls will be charged at the applicable rate publicised on the engin website; calls will be charged for the first full minute and per 30 second increment thereafter. International calls are subject to change without notice, in accordance with the relevant industry code.

2.2 The engin PSTN Ignition 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

^ It should be noted that the Residential PSTN Service is only available as a complementary Service to the Residential DSL Service. engin will not offer the Residential PSTN Service as a stand-alone product to residential customers.

* Peak Time between 8 a.m. and midnight. Off Peak Time between midnight and 8 a.m.

~ A Local Call as defined in the Numbering Plan 1997 (Cth)

2.3 Additional PSTN Lines

If a Residential Customer chooses to purchase an additional PSTN Service after having purchased a primary PSTN connection in conjunction with an engin Broadband Internet Service, an additional PSTN Service may be provided at a cost of \$34.95. A customer may take up more than one additional PSTN Service at a price of \$34.95 for each additional PSTN Service.

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

Section Three – Terms of Service

engin will endeavour to provide the Service in accordance with the relevant Service Description but may change some elements of the Service Description at any time for operational or network planning reasons. engin will use its reasonable endeavours to ensure that such changes do not adversely impact your use of the Service.

3.1 Access

In order to access the Service, you will need access to a Public Switch Telephone Network (PSTN) at your premises, an ACMA certified handset and a registered Service.

You agree that the ability to use all the services and each of its features will depend upon the features and functionality of your telephone handset, or chosen Plan.

You may purchase equipment from engin for use in conjunction with the Service. The manufacturer's warranty in any such equipment, and title to that equipment passes to you when you pay for it. Risk in that equipment passes to you upon delivery.

Your premises will require access to the engin Network via an access line. Accessibility to the said network is not guaranteed and engin will not provide the PSTN Service where trenching is required. The submission of an order to port an existing telephone number is only valid if the customer wishes to access the engin PSTN Service in the same exchange that their current number is listed in. It should be noted that the engin PSTN Service is only available as a complementary Service to the engin DSL Service. engin will not offer the engin PSTN Service as a stand alone product, unless otherwise stated, and only in circumstances deemed appropriate by the business.

You can make and receive calls on our network, via an access line connected to our network, from a telephone located at your premises. The Service allows you access to a range of other telephone services, including a standard telephone number, a directory listing, directory assistance and operator services and other enhanced calling features. engin will endeavour to provide the Service in accordance with the relevant Service Description but may change some elements of the Service Description at any time for operational or network planning reasons. engin will use its reasonable endeavours to ensure that such changes do not adversely impact your use of the Service.

You agree that we may at any time, and without first telling you or asking for your consent:

- modify or replace one or all of the features of the Service; or
- provide additional features to those set out in the Description of Service Features and Charges.

The service is not designed for application to business critical objectives and is a consumer grade service. Connection to the Service is only available at premises that have access to the engin network. You will be advised of this through a preliminary Service Qualification.

It should be noted that you must be the legal lessee of the line you are connecting to the engin PSTN Service 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 commenced using the Service from the Service Start Date determined on your invoice.

3.2 Provisioning

Provisioning of the engin PSTN Service will take place once your order has been approved. Provisioning of the Service may take up to 21 business days to occur, subject to rejection. If you cannot connect to engin because an access line does not exist, a third party technician may be sent out to connect your residence to an access line. You must provide the third party technician with safe access to your premises in order to have your residence connected to an access line. If you do not own the premises, you must obtain the owner's permission and indemnify engin against a claim by the owner or occupier of the premises in relation to the technician's entry onto those premises to install the outlet and access line so that you can connect to our network. It is imperative that an authorised English speaking adult be present if a technician needs access to the residence. If the customer or an authorised English speaking adult is not available at the premises during the connection of the 'access line', the connection will not proceed and you will be charged a 'retarget fee' of \$10.00. Please be aware that a new date will have to be set for the connection to take place.

During the process undertaken by the technician, your existing service may be inoperable. You may nominate an alternative telephone number to which your calls will be diverted. If a number is not nominated, your telephone calls will be diverted to an automated message advising the caller of the unavailability of your service. You will not be charged for the diversion. You acknowledge that there may be a delay between the time that you request the engin PSTN Service, and the time it takes for engin to establish the necessary connections to connect to the engin PSTN Service. The technician will only install one outlet and one access line at your premises. If you require more than one access line to be installed, you acknowledge that it will be done by a qualified technician at your own expense.

3.3 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 the underlying network of other providers over which we exercise no control. Certain features of the Service may not be available during upgrades. You acknowledge that engin will limit its liability to you regarding faults caused by interruptions to the networks of our providers

3.4 Miscellaneous Interruptions

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.

3.5 Call Termination

You are responsible for ensuring all calls that you or another person (with or without your consent) initiate on the engin PSTN Network is terminated.

Porting your existing Service to engin

In order to transfer your existing Service to engin from another C/CSP, your service must be qualified. If your Service passes the preliminary qualification, you will be allowed to apply for an engin PSTN Service. engin will not charge you for porting a telephone number across to our network successfully, however before you do, it is imperative to contact your current C/CSP in the event that you should have complex services e.g. fax streaming, spectrum sharing etc. and disable these features. You accept that during the port process, there may be a brief interruption to your existing service. Before you transfer your phone number from

another carrier or carriage service provider you should confirm the terms of your agreement with that carrier or carriage service provider, to determine what consequences, if any, there are when you transfer your phone number such as early cancellation fees.

If you already have a PSTN service from a third party, we may be able to port your Service across to engin.

You are responsible to your existing provider for all charges incurred up to the date that you are transferred to the engin network and you are responsible for reviewing the terms and conditions of your agreement with your existing provider to determine what costs may be incurred by you when you port your Service to engin.

We are not liable for any delay by, or any act or omission of, the third party from whom you acquire the PSTN Service in respect to completion of the transfer process.

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

3.6 Monitoring Services

Where a Monitoring Service or other hard-wired telephony device is fitted on the telephone line used to deliver the engin PSTN Service, you acknowledge that engin will not be held liable for faults or disruptions to the Service or the Monitoring Service. Failure to install a central splitter and network termination device while operating a Monitoring Service, at your own expense, may result in interruptions or interferences in the PSTN 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 'Panic Alarms' or Surveillance equipment.

Please note that porting across to the engin network with an enabled Monitoring Service on your line will reject.

3.7 Fault Reporting

It is recommended that before you contact engin for fault rectification, you try and make sure that the fault has not been caused by equipment that is not owned by engin. engin will endeavour to repair all faults on our network, however limits its liability regarding any faults caused by facilities not part of the engin PSTN network. Should engin investigate a fault and determine that the fault is attributable to equipment, hardware or cabling that you own or are responsible for, engin will on charge any costs or fees passed to engin by third parties hired to investigate. Should engin agree to your request to rectify the fault, engin will on charge all costs for the work required to rectify the fault.

3.8 Interception

You acknowledge that engin has responsibilities to assist law enforcement and Government agencies. Should engin or the underlying Carrier receive valid interception warrants from appropriate agencies, we will adhere to all requests made within the law by these agencies.

3.9 Incorrect Order Submission

It is imperative that all orders submitted be completed correctly. engin or third parties may reject orders that are submitted with incorrect information. engin may be forced to pay a

penalty for incorrectly submitted orders, and all penalties will be on-charged to you accordingly.

3.10 Service Relocation

If you move and the Service is available at your new address, and you wish to maintain the Service, you must pay an AU\$75.00 relocation fee. You must provide engin with at least 30 days notice when relocating.

3.11 Data Transfer

While we will exercise due care and skill in providing the Service, you agree that: your ability to use the Service to access, use or send voice data will depend upon the features and functionality of your handset and the nature and quality of the line. engin does not provide any security (such as encryption) for the voice data transferred on you line. You are responsible for any reliance on or use of any you transmit.

3.12 Caller Number Display

You agree that if you do not block CND on calls made from the Service, that when a call is made from the Service, your telephone number may be displayed to the end party.

You further agree that if a party calling the Service has not blocked CND for calls made from their equipment, the telephone number of the calling party may be displayed on the screen of the handset which receives the call, if the handset is technically capable of displaying CID and therefore you shall have no claim against engin in this regard.

3.13 Preselection

You will be given an opportunity to choose your long distance carrier in accordance with the ACIF C515:2005 regarding Preselection. If you choose a C/CSP other than the default provider engin to make long distance calls, engin will charge you a monthly fee of AU\$3.30.

3.14 Priority Assistance

At present engin does not offer a Priority Assistance service for life threatening medical conditions.

3.15 Porting your Service to engin

In order to transfer your existing service to engin from another C/CSP, your service must be qualified. If your service passes the preliminary qualification, you will be allowed to apply for an engin PSTN Service. engin will not charge you for porting a telephone number across to our network successfully, however before you do so, it is imperative to contact your current C/CSP in the event that you should have complex services e.g. fax streaming, spectrum sharing etc. and disable these features.

You accept that during the port process, there may be a brief interruption to your existing service. Before you transfer your phone number from another carrier or carriage service provider you should confirm the terms of your agreement with that carrier or carriage service provider, to determine what consequences, if any, there are when you transfer your phone number such as early cancellation fees.

If we are able to port the Service, you authorise us to act on your behalf to transfer your existing Service.

We are not liable for any delay by, or any act or omission of, the third party from whom you acquire the PSTN Service in respect of completion of the transfer process.

We will activate the service by porting your existing Service across from the third party provider to us. During the transfer, there may be a brief period when you will not be able to access your PSTN Service. We are not liable for any delay in the transfer process or if your transfer is rejected.



Section Four – Miscellanea

4.1 Geographic Numbers

The Telecommunications Numbering Plan 1997 is administered and regulated by the Australian Communications and Media Authority (ACMA).

The Numbering Plan stipulates that *“a geographic number must not be used except in connection with the supply of a local service”* meaning that geographic telephone numbers such as the type used and allocated with the engin service may only be used from their allocated geographic area. For example, you are not permitted to use a Melbourne number in Sydney.

4.2 Transfer of Voice Data

While we will exercise due care and skill in providing the Service, you agree that your ability to use the Service to access, use or send voice data will depend upon the features and functionality of your hardware. You are responsible for any reliance on the voice data sent or received. engin does not encrypt or code your voice data.

4.3 Special Promotions

engin may run special promotions or offers from time to time in connection with the Service under which particular charges may be waived or may differ from those set out in the Description of Service Features and Charges. You may be eligible to participate in a special promotion or offer depending on its terms and conditions. engin may withdraw a promotion at any time. Unless otherwise specified or agreed to by engin, promotions may not be used in conjunction with one another.

4.4 High Usage

High usage is randomly monitored by engin. At our discretion we may impose a High usage alert at any point in time. If engin deem your usage as high, we may suspend or restrict the Service (or any part of the Service) until you pay either the next invoice we send you or you pay an agreed amount of monies toward the uninvoiced charges.

4.5 Numbering

Numbers are automatically allocated to your engin service upon activation in line with the Telecommunications Numbering Plan 1997.

If you connect an engin 2 way service you will be allocated a 10 digit phone number applicable to your geographical location and you will have rights of use of this number under the ACIF Industry Code C566:2005 “Rights of use of Numbers”

engin may agree with you to reserve a number for future use for an agreed period of time. During this time engin will not issue this number to another party. engin is under no obligation to accept a customer’s request for a specific number.

engin does not offer full Number portability and therefore cannot port your number out of the engin Network in all cases.

Once a service has been disconnected the number will be quarantined for a specified period and the account holder will no longer have Right of Use of that number.

engin will comply with National Numbering Plan and reserves the right to alter or replace any number as a result of compliance with the National Numbering Plan or with any direction from the ACMA. engin will notify the customer of any numbering change affecting the customer as soon as practical.

Information about your Rights of Use is available at www.acma.gov.au.

4.6 Fair Use Policy

engin offers a number of residential plans that are covered by the Fair Use Policy. The Fair Use Policy is designed to protect the quality and integrity of engin's network.

The Fair Use Policy applies to plans that incorporate 'unlimited' flat rate or included calls as part of the plan.

To review engin's Fair Use Policy, refer to <http://www.engin.com.au/legal/FairUse-Policy.aspx>.

4.7 Customer Service Guarantee

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 standard excludes customers with 5 or more 'phone lines' and does not apply to customer equipment or the disconnection of a service.

You acknowledge that you waive your protection and rights under the Customer Service Guarantee in return for significant benefits being low cost call rates and technical support.

4.8 Fraudulent Use of Service

You agree to notify engin immediately, in writing or by calling the engin Customer Service line on 1300 305 000, if you suspect that your service is being used fraudulently. In such an event, you must provide your account number and a detailed description of the circumstances of the fraudulent use of the engin PSTN Service. Failure to do so in a timely manner may result in the termination of your Service and you will be liable to pay for the use of the Service, even if it was done so fraudulently. Therefore you agree to check you billing itemisation regularly in order to circumvent such activities.

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

Section Five – Suspension and 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.

5.1 Suspension for High Usage

engin randomly monitors high usage. At our discretion we may suspend the Service (or any part of the Service) until you pay the next invoice or incurred call charges.

We may suspend or limit the Service if in our opinion the amount of Charges incurred is unusually high, having regard to matters including:

- Your previous daily Charges;
- Your uninvoiced Charges total; and
- Any unusual calling use patterns.
- Breach of engin's Fair Use Policy

Suspension for unusually high charges is to protect you against unaffordable charges incurred. Customer. engin will attempt to contact you prior to suspension of the service.

5.2 Immediate suspension, limitation and termination in our absolute discretion

Although we will try to give you as much notice as is reasonably practicable, we may, if we choose (and without notice) immediately:

- Suspend or limit the Service (or any feature of it) for any period we think is reasonably necessary; or
- Terminate this Agreement, if:
 - You fail to pay us the Charges or are in breach of this Agreement for some reason other than those set out elsewhere in this Section, and where such breach can be corrected, you fail to correct the breach within 7 days of us requesting you to do so;
 - We believe that: the use of the Service (or any feature of it) by you or any other person is or might damage, impair or interfere with the engin Network or any of our other systems or equipment;
 - The Service (or any feature of it) is being used to commit unauthorised, criminal or unlawful activities;
 - If engin becomes aware of unauthorised equipment being used on our network, we will issue you with a formal written warning to discontinue use and remove the equipment. If you do not comply with this request, engin will take steps to immediately disconnect you from the network.

You will be responsible for any costs incurred in:

- Becoming Insolvent; or if you are a partnership, the partnership ceases; or
- We believe that: the use of the Service (or any feature of it) by you or any other person is or might damage, impair or interfere with the engin Network or any of our other systems or equipment;
- The Service (or any feature of it) is being used to commit unauthorised, criminal or unlawful activities;

- The Service (or any feature of it) is being used by you or another person in a manner which is unusual, unreasonable, excessive or fraudulent;
- You have engaged in fraudulent activities in relation to the Service (or any feature of it); or
- You are, or are operating as a Carriage Service Provider or Carrier.

Immediate suspension, limitation and termination on instruction of certain third parties or for technical problems

Although we will try to give you as much notice as is reasonably practicable, we may, if we so choose (and without notice) immediately:

- Suspend or limit the Service (or any feature of it) for any period we think is reasonably necessary; or
- Terminate this Agreement, if we are required to do so by, a regulatory authority such as the ACMA or a law enforcement agency, we are obliged to do so on the request of a Content Provider there are technical problems with the engine Network, which require corrective action by us.

5.3 Suspension, limitation and termination with notice

In addition to our rights above, we may, by giving you reasonable notice (in any event at least 14 days' notice):

- Suspend or limit the Service (or any feature of it) for such period as we determine is reasonably necessary; or
- Terminate this Agreement.

5.4 Your right to terminate this Agreement

You may terminate this Agreement by contacting us on 1300 305 000 between 9am - 6pm AEST Business Days. 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 the Service at a discounted rate and agreed to a minimum term contract connection period, you will be required to pay out the remainder of the contract, as well as the original connection fee that was subsidised.

5.5 Termination as a Result of Porting

You may terminate this Agreement by porting your engine PSTN telephone number to another C/CSP at any point. Should you port your number across to another provider and you have purchased the Service at a discounted rate and agreed to a minimum contract term, you will be required to pay out the remainder of the contract, as well as the original connection fee that was subsidised.

Local number portability (LNP) is supported conditionally. For reasons of technical feasibility, engine cannot offer split bundles to a customer with a DSL bundle consisting of a DSL connection and an associated PSTN Service. If a customer wants to port or churn a telephone number away from engine, they will also need to disconnect their DSL Service, as neither Service, DSL nor PSTN, can be transferred independently.

5.6 Consequences of Suspension

If we suspend or limit the Service, you will be barred from using the Service until we un-bar the Service. We will continue to charge you, and you must pay us, the Monthly Service Fee in respect of the period during which we have suspended or limited the Service (or any feature of it).

IMPORTANT – 000 Emergency Services will not be accessible from a suspended service, that has been barred (full call restrictions preventing calls made to and from the service).