

Our Customer Relationship Agreement

NBN PHONE SERVICE DESCRIPTION

Internode Pty Ltd ABN 82 052 008 581

Phone: 13 66 33

1/502 Hay Street, Subiaco WA 6008

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Rules of interpretation and capitalised terms used in this Service Description are defined in the General Terms of our CRA, or in the body of this Service Description.

1. ABOUT THE NBN PHONE SERVICE DESCRIPTION

- 1.1 The terms and conditions contained in this Service Description are additional to, and should be read in conjunction with, our CRA.
- 1.2 Use of the NBN Phone Service (**Service**) is subject to this Service Description and:
 - (a) the General Terms of our CRA, including the other documents listed in clause 1.2 of the General Terms.

2. DEFINITIONS

Customer Service Guarantee Waiver means the waiving of Customer Service Guarantees under clause 10.

NBN Phone means an Internode VoIP phone service supplied over an Internode NBN Fibre Service.

Supplied Broadband Equipment means the VoIP-capable broadband modem/router supplied by us.

Traditional Landline Telephone Service means an ordinary landline telephone service provided to a fixed location as historically commonly provided by Telstra Corporation Limited. Examples of a Traditional Landline Telephone Service include an Internode NodeLine or a Telstra HomeLine service.

TTY equipment means Teletypewriter equipment, a typewriter with an electronic communication channel used as telecommunications device for the deaf.

VoIP means a Voice over Internet Protocol telephony service, used for making and receiving phone calls where the call is carried over a broadband internet connection.

3. OVERVIEW OF THE SERVICE

- 3.1 A single Service is available when supplied with an Internode NBN Fibre Service that supports this Service.

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- 3.2 The Service provides the ability to make and receive phone calls over VoIP using a telephone connected to the Supplied Broadband Equipment.
- 3.3 Details of Service features, call rates and other charges are available on the Website.

4. ADDITIONAL CONDITIONS

4.1 Connection and Configuration of Equipment

- (a) You must use the Supplied Broadband Equipment to access the Service. You will need to supply your own telephone handset to connect to the Supplied Broadband Equipment.
- (b) Configuration of the Service on the Supplied Broadband Equipment is automated, and the NBN Phone configuration settings are not available to, accessible or configurable by You.
- (c) The Supplied Broadband Equipment only supports this Service and cannot be configured for use with other VoIP phone services such as Internode NodePhone.

4.2 Acknowledgment

You acknowledge and agree that:

- (a) while we take all reasonable steps to make sure you receive the voice calling service to calling destinations that we support, the voice calling service may not be free from faults or interruptions. Certain factors, such as network congestion, maintenance, technical capabilities, geographic factors, obstructions or interference may mean you will not be able to use NBN Phone at all times;
- (b) you have read and understood this Service Schedule in relation to NBN Phone, including without limitation the functionality and limitations of NBN Phone;
- (c) you do not expect NBN Phone to function as a Traditional Landline Telephone Service. NBN Phone is a value added service that provides you with defined functionality including the ability to make certain specific outgoing telephone calls, and to receive certain incoming telephone calls;
- (d) NBN Phone is only available to you with an Internode NBN Fibre Service that supports this Service. If for any reason your Internode NBN Fibre Service is suspended, terminated or is otherwise unavailable, this NBN Phone service will also be suspended, terminated or otherwise unavailable.
- (e) you waive your rights and protections afforded by the Customer Service Guarantee as described under clause 10.

5. NBN PHONE FUNCTIONALITY

- 5.1 Unless your existing phone number is transferred or ported to NBN Phone, You will be assigned one telephone number per Service; and that number will be within your geographically defined local call zone.

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- 5.2 You may use your Service to make calls to Australian landline telephones (including local calls and long distance calls), calls to any Australian mobile phone and calls to any international destination as described on our Website.
- 5.3 You may use your Service to receive calls from the public switched telephone network.
- 5.4 Additional features of NBN Phone are detailed on our Website.
- 5.5 NBN Phone is not compatible with traditional TTY equipment.
- 5.6 If you choose to present your telephone number to the receiving party of a telephone call, then be aware that:
 - (a) the receiving party will know your telephone number;
 - (b) you may present or withhold your calling line identification on a per call basis;
 - (c) you can change your default calling number display at any time using the instructions available on our website; and
 - (d) regardless of your calling number display status, emergency services will always see your telephone number.

6. NBN PHONE LIMITATIONS

- 6.1 You acknowledge that while we make all reasonable efforts to ensure continuity of NBN Phone (and the underlying broadband service), we make no guarantee that NBN Phone (and/or the underlying broadband service) will be uninterrupted or error-free. Certain factors, such as network congestion, maintenance, technical capabilities, geographic factors, obstructions or interference may mean you will not be able to use NBN Phone at all times.
- 6.2 You acknowledge and agree to the limitations of NBN Phone as described on our Website. In summary, the limitations of NBN Phone are that:
 - (a) We do not offer priority assistance, nor support for medi-alert services and monitored alarm systems. Priority assistance is offered by Telstra for people who may be reliant on a telephone service because of a serious medical condition. If you have a medi-alert or priority assistance service or believe that you are eligible, please consider this before proceeding with your order;
 - (b) operator assisted services are not guaranteed;
 - (c) directory assistance is not guaranteed;
 - (d) calls to any number prefix not explicitly supported and documented on our Website for NBN Phone are not available;
 - (e) NBN Phone will not operate in the event of a power failure. This means that you will not be able to use your NBN Phone to make and receive calls (including to emergency service numbers like 000) during a power outage;

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- (f) calls to 190 numbers are not available;
- (g) the address-based call routing facility used in certain 13 telephone services is not available with the Service;
- (h) long distance pre-selection to another carrier is not available;
- (i) the Service is only supplied and accessible as described in section 4.1; and
- (j) the Service is only available as described in section 4.2 (d).

7. CHARGES

- 7.1 Information regarding NBN Phone call rates, accounts and billing is set out on our Website. You are responsible for all charges incurred in using this Service.
- 7.2 There is a time delay between you making a call and us processing that call and adding it to your call record. In most cases calls should be added to your call record within an hour of you making the call. However in some rare circumstances this may take up to 2 weeks. This means that you may not always have all the calls you made in an invoice period appear on that invoice.
- 7.3 The traffic involved in NBN Phone calls, like other VoIP services, counts toward your monthly included data quota on the broadband plan that you are on.

8. TECHNICAL SUPPORT

- 8.1 In relation to connecting to and using the Service, we provide technical support where use is via the Supplied Broadband Equipment only. Other devices are not supported by us.

9. UNUSED SERVICES

- 9.1 We reserve the right to suspend or cancel the operation of any NBN Phone service that has not been used to make or receive calls for a period of greater than 6 months. We will notify you of any such service suspension or cancellation.

10. CUSTOMER SERVICE GUARANTEE (“CSG”) WAIVER

- 10.1 A Customer Service Guarantee (**CSG**) is a guarantee that is prescribed under the Telecommunications (Consumer Protection and Service Standards) Act 1999). The CSG gives you certain rights in connection with standard telephone services. These rights include your right to be provided information about the CSG and the right to receive compensation if we fail to meet the minimum performance standards in relation to service connection times, fault repair times and keeping appointments to provide you with a Service. More details about the CSG are available on the ACMA website www.acma.gov.au.
- 10.2 The NBN Phone Service is provided on the basis that you waive the CSG, as we believe this typically enables us to provide you with better value.

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- 10.3 If you waive your CSG and withdraw this waiver within 5 working days, we have the right to refuse to provide you with the Service, and/or terminate the Service.

11. TELEPHONES

We are not responsible for the provision of telephone handsets for use with your NBN Phone service. You will need to supply a compatible telephone handset, and connect it to the specified phone port on the Supplied Broadband Equipment.

12. SECURITY

You are responsible for securing access to your NBN Phone service. You acknowledge that you will be liable for all charges resulting from the use of your NBN Phone service, whether authorised by you or not, but not for unauthorised charges that are caused by us.

13. CALL PACKS

- 13.1 Call Packs are an add-on service that can be applied to NBN Phone. Call Packs provide included call value for an additional monthly fee. Details are available on the Website. Our Acceptable Use Policy applies.
- 13.2 Call Packs can be added online via My Internode. Call Pack activation occurs at the start of the following billing cycle.
- 13.3 Notice of Call Pack activation is provided via email. Calls made in the time between applying for a Call Pack, and notice of activation being delivered, are charged at the then current standard call rates for the NBN Phone service.
- 13.4 When a Call Pack cancellation is requested, the Call Pack will be removed at the end of the billing cycle in which the cancellation was requested, with the pack and associated included call value remaining active for that month.