

IntraPower Terrestrial Pty Ltd

Product Group Conditions

IntraPower SIP Connect

1. Conditions

- a. These conditions apply to all SIP Connect services we provide, and form part of our customer contract with you. They must be read in conjunction with our basic conditions at <http://www.intrapower.com.au/sfoa> and any applicable service conditions.

2. Service Conditions

- a. The availability and continuation of services are subject to technical and other conditions.
- b. Your service conditions include:
 - I. having a broadband internet connection such as DSL with an upload speed no less than 128k, and a download speed of at least 512k;
 - II. having a service location which is within a service zone.
- c. We publish a list of compatible products that operate with the service called "IPV 00 401 SIP CPE Qualification Check-List" which is available at <http://www.intrapower.com.au/voice/>. Other products and services are incompatible with the service. Your service conditions include overcoming any incompatibility issues.
- d. The use of other products and services on your broadband internet connection may degrade the quality of the SIP Connect service. Your service conditions also include fitting any necessary filters or other equipment to the approved hardware or your broadband internet connection.
- e. You must comply with all service conditions at your own cost, and we are not responsible for any consequences of you failing to do so.

3. Service location

- a. In order to use the service you must nominate a service location.
- b. You must only use the service at the service location.
- c. If you change your address then you must cancel your service and reapply for a new service at a new service location

4. Service Limitations

- a. You acknowledge that:
 - I. the service may not be continuous;
 - II. there will be variations in clarity and capacity of service;
 - III. call quality may be affected by internet congestion, or shaping of a broadband internet connection;
 - IV. unless you block your CLI, then CLI data will be transmitted by the service;
 - V. the service is not suitable for fax and other non voice uses; and
- b. We may:
 - I. limit the performance of the service from time to time;
 - II. cease or interrupt the service to troubleshoot, maintain or upgrade it.
- c. You must not use any SIP settings or passwords with the service on equipment which is not approved hardware and which is not situated at the service location, and you must keep your service settings and password confidential.
- d. The service is not able to be pre-selected for service delivery using multi-carrier pre-selections.

5. Telephone Numbers

- a. When you apply for the service then depending on your service plan you may be allocated one or more DINDs, and you do not have the right to select which DINDs are allocated to you.
- b. You don't have any right or interest in any DIND we allocate to you, and we may change any DIND we have allocated to you at anytime.
- c. Any DIND we allocate to you will not be subject to number portability, unless we agree in writing, we have a porting agreement with a gaining service provider or carrier; and it is lawful to do so.
- d. Where we change your DIND then it is your responsibility to arrange call diversion at your cost.

6. Service Features

- a. Subject to clause 6 (b), we offer the following features with the service subject to the ability of the approved hardware to support the features:
 - I. call blocking;
 - II. call forwarding;
 - III. call hold/switch;
 - IV. call redial;
 - V. call waiting;
 - VI. conference calling; and
 - VII. caller ID display.
- b. We may change or withdraw features from the service at anytime without notice, and where we do, the change or withdrawal will take effect immediately.
- c. All features may not be available until they are enabled on the service in accordance with the instructions we provide; and if they are not supported by your telephone handset.
- d. Where you access a feature such as voice mail without using the service, then you may be subject to normal call charges.

7. Emergency Calls

You acknowledge that the service:

- a. must not to be used as a replacement for a PSTN telephone service, but only as a complementary service;
- b. should not be used to make '000' or other emergency telephone calls;
- c. may not transmit CLI data concerning your location, so that emergency services may not be able to determine your location to provide assistance;
- d. will not operate during a power outage.

8. Charges

- a. We quote our call charges on a per minute basis unless we say otherwise.
- b. All calls made using this service are billed on a per second basis.
- c. All call charges which are calculated to part cents are rounded to the nearest cent.
- d. Some calls are subject to flagfall charges.
- e. Additional call charges may apply with the use of some features of the service such as call forwarding.
- f. We may impose calling barring to some services such as premium rate numbers, where we do, we may disable call barring provided you submit a credit application and we approve such application.
- g. Additional charges may apply to calls made to 13 or 1300 or other numbers such as premium rate numbers such as 1900, if they are available from the service.
- h. Your monthly charges start when the service is provisioned by us, whether you use the service or not.

9. Customer Warranties

- a. You must ensure that the service:
 - I. is not used for anything which is unlawful;
 - II. is used in a manner which complies with our AUP; and
 - III. is not used in a manner that is detrimental to our network or property, or anyone else's network or property.
- b. You warrant that:
 - IV. only people under your control will use the service;
 - V. you will not and will not cause a breach of the Telecommunications Numbering Plan 1997;
 - VI. the service will only be used as a complementary service to a PSTN telephone service for emergency calls; and

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VII. you will not unreasonably use the service – what is unreasonable is determined in our absolute discretion.

10. Customer Service Guarantee waiver

- a. By applying for this service you waive all of your protection and rights under Part 5 of the *Telecommunications (Consumer Protection and Service Standards) Act 1999*.
- b. By agreeing to the waiver in clause 10 (a) you:
 - I. are foregoing the protection and rights outlined in the *Telecommunications (Customer Service Guarantee) Standard 2000 (No.2)*;
 - II. understand that there are no protections and rights that would not be foregone under Part 5 of *Telecommunications (Consumer Protection and Service Standards) Act 1999* by accepting this waiver; and
 - III. will obtain a significant service benefit as a result of this, as you will be receiving a service with a low monthly fee, no fixed term contract and cheap call rates.

11. Customer contract changes

- a. We may change the terms of your customer contract, subject to this clause.
- b. We may change any part of our standard form of agreement by amending the Official Copy.
- c. We may change our price list by publishing a new one on our web site.
- d. We may change any other part of your customer contract, including our price list, by informing you of the change, but in the case of fixed term contracts we cannot change the price you pay until after the fixed term has expired.
- e. If the *Telecommunications Act 1997* or any other law requires us to comply with any steps or requirements before we change our standard form of agreement in a particular way, such changes do not take effect until we have complied with those steps or requirements.
- f. You can change your customer contract at the expiration of the minimum term:
 - I. if we agree; and
 - II. if you give us 14 days notice prior to the commencement of the next billing month; but we are not obliged to effect any change until the start of the next billing month after the expiry of your 14 day notice.
- g. Otherwise:
 - I. changes to our standard form of agreement take effect when we change the Official Copy; and
 - II. changes to any other part of a customer contract take effect when we inform you of the change.

12. Interpretation

In this document or a customer contract, unless the context indicates otherwise:

- a. Glossary

Expression	Meaning
approved hardware	any hardware that we approve or that we provide to you for use with the service
DIND	direct in dial telephone number
off net calls	are voice calls made using the service which originate from our network, to a location outside of our network and which: (a) are subject to call costs under the service; and (b) can be identified by us as an off net call
PSTN telephone service	a standard telephone service that uses the Public Switched Telephone Network but excludes the service
service conditions	any and all of the technical conditions for supply of the service
service location	is the site to which the service is supplied, or is to be supplied
service zone	an area in which we can provide you with the service
SIP Connect service	the service
SIP settings	the settings that are required for the approved hardware to be used with the

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	service
the service	our SIP Connect services, unless the context states otherwise