

Virtual PBX Voice Service Description

These terms apply if you order or recontract a service on or after 1 November 2013. For services ordered before that date, these terms apply to month to month services from 1 January 2014 and to services with fixed contract periods when the fixed contract period ends.

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VIRTUAL PBX VOICE SERVICE DESCRIPTION

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VIRTUAL PBX VOICE SERVICE DESCRIPTION

1 WHAT IS THIS DOCUMENT

- a) This document sets out the Service Description for supply of the Virtual PBX Voice Service by My Net Fone Australia Pty Ltd ABN 73 109 671 285 ('we', 'our', 'us') to our residential customers ('you').
- b) This Virtual PBX Voice Service Description, together with the General Terms, the Critical Information Summary, and your order, make up the Agreement between you and My Net Fone Australia Pty Ltd ABN 73 109 671 285 created when we accept an order from you for the Virtual PBX Voice Service.
- c) You need to read this document, the General Terms, the Critical Information Summary, and your order to understand the Agreement and your rights and obligations relating to the Virtual PBX Voice Service. Words that start with a capital have defined meanings, set out in clause 8. You need to read the definitions in that clause to understand the meanings of those words

2 THE VIRTUAL PBX VOICE SERVICE

2.1 What is the Virtual PBX Voice Service?

- (a) The Virtual PBX Voice Service is a Voice over IP (VoIP) telephony service that allows you to make and receive calls using a broadband Internet connection rather than the copper phone lines of a Public Switched Telephone Network (PSTN). It includes features that are commonly available on traditional PBX phone systems.
- (b) The Service allows you to make and receive voice calls to and from:
 - i) our other VoIP customers
 - ii) standard Australian local and national (STD) numbers;
 - iii) Australian mobile numbers;
 - iv) 000 emergency numbers;
 - v) free phone (1800) and local rate (13, 1300) numbers;
 - vi) some directory assistance numbers; and
 - vii) International numbers.
- (c) The Service provides you with access to the following features:
 - i) Caller Line Identification (CLI) Overstamping
 - ii) Follow Me
 - iii) Global Access Dial-In
 - iv) Global Access Callback
 - v) MyAccount Portal
 - vi) Voicemail
 - vii) Voicemail to Email
 - viii) MyText SMS (Casual)
 - ix) Meet-Me Conferencing (Casual)
 - x) Extensions
 - xi) Hunt Groups
 - xii) Auto Attendant
 - xiii) Time of Date Routing
 - xiv) Geographic Routing
 - xv) Call Park and Pickup
- (d) The Service will provide the following enhanced call features, only if they are supported by the equipment you use:

- i) Caller ID Presentation
- ii) Call Waiting
- iii) Call Hold
- iv) Call Transfer
- v) Call Forward
- vi) Do Not Disturb

- (e) The plan you use with this service may include Direct In-Dial (DID) telephone numbers. These numbers are used for the purpose of receiving calls from the PSTN. Without a DID, you may only receive calls from other customers using our service.
- (f) The Service provides you with a limited number of lines. The number of lines and concurrent calls is determined by the plan.
- (g) The service is intended to be used by residential customers for personal, domestic or household purposes. If you are a business customer, we recommend you order our Virtual PBX or SIP Trunk Voice Service, which is intended for business customers.

2.2 Customer Eligibility

- (a) You can only order the Service if you are a business or non-profit organisation with an ABN or ARBN and:
 - i) you did not have a genuine and reasonable opportunity to negotiate the terms of the agreement with us;
 - ii) we reasonably estimate you to have an annual spend with us of \$20,000 or less;
 - iii) you acquire and will use the Service primarily for business purposes; and
 - iv) you do not acquire the Service for resale.

2.3 Limitations of the Virtual PBX Voice Service

- (a) You acknowledge and agree to accept the limitations of the Virtual PBX Voice Service set out in this clause 2.3.
- (b) There are important differences between the Virtual PBX Voice Service and a standard (PSTN) telephone. Unlike a PSTN telephone, the nature of the Virtual PBX Voice Service and its technology mean there will be times when you cannot use your Virtual PBX Voice Service. This service is not intended to be used as a standard telephone service. We strongly recommend that you keep another form of telephone (mobile or landline) to use during those periods when the Service is not available.
- (c) It is not possible to use this service to make calls to:
 - i) Premium Rate Numbers (e.g. 190x)
 - ii) Some operator assisted numbers and special service numbers
 - iii) High risk International destinations

Limited access to Emergency Services

- (d) You acknowledge and agree that:
 - i) you will not be able to use the Service to call emergency services (such as 000), or anyone else, if there is any kind of outage or interruption to the broadband internet connection or to the power supply, until the broadband internet service and power supply have been restored, and you have reset or reconfigured the equipment; and
 - ii) you will not be able to use the Service to call emergency services (such as 000), or anyone else, if the Service is suspended for any reason, including for failure to pay your bill or maintain the minimum positive balance required by your plan.
 - iii) We do not accept liability arising from any inability to access emergency services using the Service except to the extent expressly set out in clause 10 of the General Terms.

Emergency Services and Service Address Information

- (e) Your service address is the primary location where you will use the Service, as specified in your order. We will notify emergency services of the service address details you provide us in your order and of any changes to your service address if you provide them to us. It is your responsibility to provide us with any changes to your service address. Emergency services use this information to know your location if you call 000 for emergency help, and also if there is a natural disaster or emergency broadcast warning. You acknowledge that if you do not keep your service address details current, emergency services will not know your physical location if you call them using the Service and you will need to tell them your location on the call.

Voice Quality of the Service

- (f) You acknowledge that voice quality of the Service may vary by location and is affected by many factors such as the quality of your internet service provider, broadband speeds, the equipment you are using, how far you live from the exchange and line quality connecting the exchange to your premises. Therefore we do not guarantee voice quality of the Service. If you are not satisfied with the voice quality of the Service, you can only cancel the Service under clause 9 of the General Terms. If you have an Agreement with Fixed Contract Period, you may incur a Break Fee.

Availability

- (g) The Service is not available at all locations and we do not guarantee to be able to connect the Service to you.

Possibility of faults and interruptions.

- (h) We will supply the Service using due care and skill but we do not guarantee continuous access to the Service at all times, or that it will be fault free or uninterrupted.

2.4 Technical, Operational and Equipment Requirements

- (a) To receive and use the Service, you require the following:
 - i) a fully functional broadband internet connection and power supply;
 - ii) equipment compatible with the Service as follows:
 - (A) Analogue telephone adapter (ATA)
 - (B) SIP enabled IP handset
 - (C) MyNetFone Softphone
 - (D) MyNetFone Mobile VoIP App
- (b) To receive and use the Service you must, at your cost, provide, install and maintain the equipment required, ensure the other requirements are satisfied and install the Service.

2.5 Customer Service Guarantee (CSG)

- (a) The Customer Service Guarantee Standard sets out minimum performance standards that service providers must meet or exceed for appointments and the connection and repair of standard telephone services (and certain enhanced call-handling features). If a performance standard is not met, the customer may be eligible for compensation from their service provider.
- (b) Depending on the circumstance, this VoIP Service may be considered a standard telephone service. It is a condition of the Service that you consent to waive your rights and protections under the Customer Service Guarantee Standard. We will ask you to do this at the time of your order. If you consent to waive your rights and protections verbally, and not in writing, you can withdraw your consent within 5 working days after giving the consent.
- (c) If you do not consent to waive your rights and protections under the Customer Service Guarantee Standard, we will not supply the Service to you, and we can terminate the Agreement under clause 9.2 of the General Terms.

2.6 Equipment and Installation for the Virtual PBX Voice Service

- (a) If you order equipment required for the Service from us, we will supply it under the terms and conditions set out in the General Terms, and in this clause 2.6. You are responsible for installation, upgrade and maintenance of all equipment you buy from us.
- (b) We will provide remote installation assistance for equipment that was purchased from us.

Equipment Warranty

- (c) If the equipment we supply you has the benefit of a warranty, details will be stated in the warranty information on our website at www.mynetfone.com.au/Terms-Conditions/Warranties.
- (d) If for any reason we provide you replacement equipment in advance of receiving the original equipment from you, we will bill you our standard retail price for the equipment. The bill will be cancelled when we receive the original equipment from you. If for any reason we do not receive the original equipment, or we have no obligation to repair or replace the equipment under warranty or other legal obligation, then you must pay us the charges billed.

2.7 Connecting and Supplying the Virtual PBX Voice Service

- (a) We aim to supply the services as set out in clause 4 of the General Terms.
- (b) The Start Date for the Service is the date on which you first use the Service, or 30 days after we notify you that the Service is ready to use, whichever occurs first.
- (c) You acknowledge that the Service relies on networks and services supplied by our suppliers and other third parties which are outside our control.
- (d) We are not liable to you for any delay in supplying the Service or any failure to connect the Service to you except to the extent expressly set out in clause 10 of the General Terms.

2.8 Restrictions on using the Virtual PBX Voice Service

- (a) You acknowledge and agree that we supply the Service to you for personal, domestic or household purposes, and not for business purposes.
- (b) **Fair Use Policy.** You must comply with our fair use policy for this Service as set out in this clause **Error! Reference source not found.** We consider that free or untimed calls of 2 hours or more duration in one held session are excessive use and we may automatically terminate them without notifying you beforehand.
- (c) **Restriction on making calls.** You acknowledge that you will not be able to use the Service to call anyone in the circumstances set out in clause 2.3 **Error! Reference source not found.**
- (d) **Outgoing Calls.** The Service can be used to make outgoing calls to most Public Switched Telephone Numbers. You acknowledge that you will not be able to use the Service to call some special service numbers such as Directory Assistance, time and 1900 premium rate numbers.
- (e) **Blocking call destinations.** You acknowledge that we can block access to certain call destinations for technical, operational or commercial reasons.
- (f) **International call limit.** For security purposes, we limit the number of international calls you can make using the Service, to a maximum of 100 international calls per monthly billing period per customer. You can request to change this limit by contacting our Customer Support Team on 1300 731 048 and completing a declaration stating that you reaffirm responsibility for maintaining the security of your phone system and all usage charges incurred.

- (g) **SMS delivery.** You acknowledge that some SMS messages may not reach their destination number, especially for international SMS.
- (h) **Occasional call drop out.** You acknowledge that you may experience the occasional drop out to some destinations, caused by local conditions at the destination, and not by our network.

3 SERVICE FEATURES

3.1 Service Features

(a) For the Virtual PBX Voice Service, you have access to the following features:

i) **Caller Line Identification (CLI) Overstamping**

- (A) This feature allows you to display a non-MyNetFone number as the calling number for your outbound calls.
- (B) To use this service you must be the legal owner of the landline/mobile phone number you are presenting. Only Australian phone numbers can be used as overstamping. International numbers are not permitted.
- (C) The overstamp expires after 6 months. You will be reminded by email to renew the overstamping one month before it expires.

ii) **Follow Me**

This is our feature for forwarding and redirecting calls.
Call charges will apply if forwarding calls to a non-MyNetFone number.

iii) **Global Access Dial-In**

- (A) You can make calls using your service without any VoIP-enabled equipment or VoIP phone system installed. You can make calls from your registered telephone number to our access number and will then be prompted for the number you wish to dial. We will charge you for the call to the destination number.
- (B) You can register up to five (5) Australian mobile or landline numbers. These numbers must be registered through the MyAccount portal.
- (C) You will be charged by your current service provider for the call from your landline or mobile to our access number.
- (D) This feature will not work if you call it from a My Net Fone number.

iv) **Global Access Callback**

- (A) A call through Global Access Callback consists of two calls. One call to your registered number, and another to the destination that you want to call. Each call path will be charged at the rates of the plan you registered the numbers on.
- (B) You can register up to five (5) Australian mobile or landline numbers. These numbers must be registered through the MyAccount portal.
- (C) You will be charged by your current service provider for the call from your landline or mobile to our access number.
- (D) This feature will not work if you call it from a My Net Fone number.

v) **Voicemail & Voicemail to Email**

We provide a free voicemail service with all Voice plans. This is accessible by calling 121 from our service. We can forward your voicemail messages as an audio file attachment to a single email address. There is a limit on the total number of messages stored and the duration of a single voicemail.

vi) **MyText SMS (Casual)**

MyText SMS allows you to send instant SMS messages to single or multiple recipients. This is done using either the MyAccount Portal or an API. A registered mobile number is required to be displayed as the

sender ID. There is a charge per SMS sent.

vii) **Meet-Me Conferencing (Casual)**

Meet-Me Conferencing links up to 25 participants from different locations into the one call. Call rates are charged per participant. There are three possible roles. Convenor, Speaker, and Listener.

We will allocate a set of unique PIN numbers for each role and it is your responsibility to look after and distribute those PIN numbers. We will not be liable for any misuse of your conferencing PIN numbers. You should reset your PIN numbers on the MyAccount portal on a regular basis, or after each conference, to prevent the possibility of misuse.

viii) **Extensions**

These are an internal 4-digit telephone number linked to your Virtual PBX Service.

ix) **Hunt Groups**

The Hunt Group feature allows you to automatically route incoming calls to a single phone number, and distribute the call amongst a group of several users. There are two types of ring types:

(A) **Sequential**. This will call each user of the Hunt Group one after the other.

(B) **Simultaneous**. This will call all users of the Hunt Group at the same time.

You can access Hunt Group voicemails by dialling 171.

x) **Auto Attendant**

Auto Attendant (also known as IVR) provides a spoken menu for callers to pick the appropriate option (e.g. 'Press 1 for Sales, 2 for Technical Support' etc). You can record your own greeting to reflect the layout of your call routing setup. Additionally, separate menus can be configured for Office Hours and After Hours.

xi) **Time of Date Routing**

Enables incoming calls to be routed differently based on the time of day

xii) **Geographic Routing**

Enables calls to a main number to be routed to a destination based on the state of the caller.

xiii) **Remote Pickup**

You can answer a call that is ringing on another phone in the same Virtual PBX Service.

xiv) **Call Park and Pickup**

(A) You can park a call without specifying a receiving extension, and then pick up this call from any other phone on the same Virtual PBX Service by dialling the parking slot number and continue to talk.

(B) A maximum of 10 calls can be parked at the same time.

3.2 How to order Services

- (a) You can order Services by calling us on 1300 733 995 and then by completing our order forms, having them signed by your authorised representative and returning it to us.

4 CUSTOMER SUPPORT

- (a) You must promptly contact us about any service difficulty and provide sufficient details and access to assist us to investigate it.
- (b) We provide remote support between the standard hours of 8.00am to 6.00pm AEST Monday to Friday (excluding NSW public holidays) included in the price of the Service. To request support, contact our Business Support Team on 1300 887 899 or if you are overseas on +61 2 8008 8000, or via online enquiry form at www.mynetfone.com.au/support.
- (c) Outside of the standard support hours specified in clause 4(b), we provide emergency remote support. Emergency remote support is charged at the After Hours Support Hourly Rate. A minimum charge of 1 hour applies and after

the first hour we charge in 15 minute increments. To request emergency support, contact our Business Support Team on 1300 887 899 and select the 'Emergency Support' option from the voice menu, or leave a voicemail and our team will get back to you on the next business day. Alternatively contact us via the online enquiry form at www.mynetfone.com.au/support. The target response time for an emergency support call is 1 hour.

- (d) We will provide support for equipment and software purchased from us. We will not provide customer support for the connection of additional computers, networking devices or local area networks to the service, nor any other features unrelated to the provision of this service.
- (e) We will only provide limited assistance for equipment and software supplied by you. However, we will provide full customer support for billing, passwords, inquiries, and the MyAccount portal.

4.1 Responsibility and Obligations

- (a) We and our suppliers may perform maintenance, upgrade or repair services at any time on Our Equipment, Our Network and other networks, equipment, facilities and infrastructure used in connection with providing the Service and will try to minimise any interruption to the Service or adverse impact on quality.
- (b) We provide remote support for use of the Service in Australia within the hours stated in the Critical Information Summary, or if not stated there, those applicable to the Service as stated on our website. We may agree to provide additional support services, for additional charges.
- (c) We are only responsible for repairing a fault in the Service which you notify to us to the extent that the fault is created or caused within the boundary of Our Network or Our Equipment. We are not responsible for repairing a fault in the Service created in or caused by Customer Equipment.
- (d) If we are responsible for repairing a fault in accordance with clause 6(c) of the General Terms, we will take reasonable steps to restore the Service as soon as we reasonably can. If we become aware that a fault in the Service is outside our responsibility for repair, our sole responsibility is to notify the supplier, you or other person whom we reasonably consider responsible for repairing the fault. We may choose to provide additional help, but we are not obliged to do so. We aim to meet any fault repair times that we give you but those times are estimates only and we do not guarantee to meet them
- (e) You are responsible for, and must repair or arrange the repair of a fault in the Service created in or caused by Customer Equipment. You are responsible for providing all support services in respect of the Customer Equipment.
- (f) You must promptly report any fault in the Service which you reasonably believe is our responsibility, and you must make any request for other support services, by contacting our customer service team by telephone or online inquiry as stated in the Critical Information Summary, or if not stated there, those applicable to the Service as stated on our website. Before reporting a fault to us, you must try to ensure that the fault is not in the Customer Equipment.
- (g) You must promptly notify us of any changes to the Customer Equipment which may be relevant to the Service.
- (h) You must comply with your obligations specified in clause 4(g) of the General Terms and otherwise help us as we reasonably request to enable us and our suppliers to investigate and repair a fault and provide support services.

4.2 Support Charges

- (a) You must pay our reasonable charges:
 - (i) for any onsite support and after hours support that you request;
 - (ii) for any support we provide which is your responsibility under clause 4.1,
 - (iii) for any support we provide for an Excluded Incident which is not a Force Majeure Event; and
 - (iv) for call out fees and other reasonable charges we incur as a result of your failure to comply with your
 - (v) obligations in clause 4.1.

5 CHARGES, BILLING AND PAYMENT

5.1 Postpaid

- (a) Subject to us agreeing to provide you with credit terms, this Service is offered on a post-paid basis, unless otherwise agreed to with you.

5.2 Fees and Charges

- (a) For this Service, you must pay the fees and charges for the plan specified in your order and other applicable fees and charges at the times set out in the table below:

Type of charge		Payment due
Initial charges	Equipment & delivery charge	on the date you place your order
	Set up fee	on the date you place your order
	Installation charges	<ul style="list-style-type: none"> where credit terms have been agreed, you shall pay for the installation and recurring fees for the broadband internet link service once the installation is completed where credit terms have not been agreed, all charges must be paid in advance.
Recurring charges	Access charges	In advance according to plan (e.g.monthly/annual), commencing on the date you place your order
	Usage charges	<ul style="list-style-type: none"> Where credit terms have been agreed, monthly in arrears as incurred Where credit terms have not been agreed, all charges must be paid in advance.
Other charges	Support & maintenance charges	<ul style="list-style-type: none"> Where credit terms have been agreed, in arrears as incurred Where credit terms have not been agreed, all charges must be paid in advance as incurred
	Other fees & charges as set out in the General Terms, this Service Description and your order, or as we notify under clause 3 of the General Terms	As incurred, in advance or arrears as agreed case by case

5.3 Broadband internet download and charges

- (a) You acknowledge that when you use the Service you also use broadband data download. You are responsible for all broadband usage charges incurred from your internet service provider when you use the Service.

5.4 Call charges

- (a) We charge for timed calls from the time the call is answered by the called party or by an answering machine or by other means which provides announcements for wrong number, service switch off or disconnect service until the time when the call is terminated by the calling or called party. You are responsible for properly terminating your calls. Unless specified otherwise in the Critical Information Summary of the plan you are using, we charge for timed calls in one minute increments. For billing, we will round the charges up to the next whole minute and to the next 1 cent.

5.5 International call rates

- (a) International call rates are subject to variation. Please contact us to confirm any prices before calling, or see our website at www.mynetfone.com.au/Residential/Home-Phone/International-rates

5.6 Payment options

- (a) You must make your initial payment for equipment and first monthly fee by credit card. You can choose to make payments thereafter by direct debit of your credit card or nominated bank account or via BPay or other method indicated on your bill. If you nominate to make automatic payments by credit card, you will be allowed a maximum of 4 credit card transactions within a 30 day period, and total credit limits apply to credit card payments.

5.7 Included calls

- (a) Your plan may specify a number of included calls that you can use during a billing period. Unused calls for a billing period are not rolled over for use in subsequent billing periods. If you exceed the number of included calls in a billing period, we charge you for each call you make in excess of the number of included calls, at the rates set out in the Critical Information Summary.

6 UPGRADES, DOWNGRADES, RELOCATIONS AND CANCELLATIONS

6.1 Upgrades and Downgrades

- (a) You can change the plan for the Service to another plan at any time by notifying us in writing at least 14 days beforehand.
- (b) The change of plan will take effect on the next billing date.
- (c) If you downgrade a plan you will incur a Break Fee as set out in the Critical Information Summary.
- (d) You can only upgrade or downgrade the Service to another Virtual PBX Voice Service. If we agree to the change, you may incur a Break Fee and other charges.

6.2 Relocating the Service

- (a) This service can be used anywhere there is a suitable broadband internet connection. If you relocate your residence, you are responsible for notifying us of any changes to your address. This address is submitted to the IPND (Integrated Public Number Database), which is used by emergency services such as ambulance or fire brigade to send help if you call 'triple 0' from this number.

6.3 Your Rights to Cancel the Service

- (a) Your rights to cancel the Service are described under clause 9.1 of the General Terms and our rights to cancel under 9.2 of the General Terms.

7 PHONE NUMBERS, PORTABILITY, PHONE DIRECTORY AND DATABASE LISTINGS

7.1 Allocation of phone numbers (Direct in Dial (DID) Numbers).

- (a) Telephone numbers are allocated and regulated by law under the Telephone Numbering Plan. Telephone numbers (DID numbers) are publicly owned and leased by us for a fee from the Australian government. You acknowledge that if we supply you with a telephone number, you do not own the number and you must return the number to us if you cease to be our customer unless we agree, and are able, to port the number to another service provider. We may also charge you a fee for the telephone number.
- (b) If your plan does not include a phone number for use with this service, you may lease an additional number. Leased numbers have a monthly lease fee. There is also an additional charge if you request a specific phone number. We refer to these specific numbers as 'Gold numbers'.
- (c) You acknowledge that:
 - i) you do not own the phone number;
 - ii) your right to use the phone number ends if you cease to use the service; and
 - iii) you may only transfer (port) the number to another carrier or service provider before you cancel the service.
- (d) You acknowledge that if you choose a number outside your local calling area:
 - i) people calling you may be charged at STD rates by their service provider; and
 - ii) you may not be able to port your number away from us if the gaining provider does not support out-of-area numbers, or if the gaining provider does not support local number portability with us.
- (e) Your number and details will be submitted to the Integrated Public Number Database (IPND). See clause 7.4 for more information.
- (f) After a service is cancelled or discontinued, or if when you request for additional numbers to be removed, the telephone number will be unleased from your account and placed in a quarantined state and you retain no residual rights to use that number.

7.2 Local Number Portability (LNP)

- (a) If you order both a Virtual PBX Voice Service and Residential Naked ADSL2+ Service from us, you may be able to keep your local telephone number. You can only keep your local telephone number if we are able to move (or 'port') your number to the Virtual PBX Voice Service and this is dependent on several factors. We are not able to port all numbers, and we are not able to port your number at all if you order a Residential ADSL2+ Service, and not a Naked ADSL2+ Service. If we can port your existing number to the Virtual PBX Voice Service, you can use it to make and receive phone calls using the Virtual PBX Voice Service.
- (b) If you wish to port your telephone number to us, you must complete the relevant section of your online order or submit a number porting form.
- (c) We will charge a number porting fee for every number porting attempt. If a porting application is rejected by the losing carrier and has to be resubmitted, it is counted as a 'new attempt' and incurs another fee.
- (d) You warrant that you are the valid holder of that number, and authorise us to port the telephone number to us. You must make good to us for any loss or damage we suffer in connection with porting a telephone number nominated in your order of which you are not the valid holder.
- (e) You acknowledge that you are responsible for settling your financial account with your previous service provider if you owe them outstanding contractual obligations and costs. MyNetFone is not liable for any such costs.
- (f) You acknowledge that only your telephone number will be ported to MyNetFone. This may result in the loss of any value added services (such as broadband) that are associated with the service
- (g) You acknowledge that when porting the number to us, there may be a short period when the service is not

available. We make no guarantee that the telephone number will be ported within any specified timeframe.

- (h) If you port your number to us and later choose to cancel the Virtual PBX Voice Service, you may be able to port your telephone number to another service provider, but we do not guarantee it. If the Virtual PBX Voice Service is cancelled before you port your number to another service provider, you will lose your number permanently.

7.3 White Pages Directory Listing

- (a) You can request a White Pages directory listing for your telephone numbers through our MyAccount portal and agreeing to the White Pages Listing Fee. We will promptly forward your request to Sensis but beyond this, we are not responsible for the accuracy or timeliness of the information being published in the White Pages.
- (b) If you want your number and details printed in White Pages directories, you must make a request through the MyAccount portal at least 2 weeks before the White Pages Directory Deadline for printing. For additional information on the deadlines go to www.whitepages.com.au/info/directory-deadlines.

7.4 Integrated Public Number Database

- (a) The Integrated Public Number Database (IPND) is an industry-wide database of all public telephone numbers which facilitates the provision of information for emergency services, law enforcement, directory assistance and the publication and maintenance of public number directories. The IPND contains all public telephone numbers, listed and unlisted, and associated information such as the customer's name and service address and the name of the service provider providing the carriage service. The IPND is managed by Telstra (IPND Manager) as part of its carrier licence conditions.
- (b) By law, we are required to provide the IPND Manager with your name, telephone number and address details. We will provide the IPND Manager with the details you give us in your order. You are responsible for notifying us of any changes to your details. We will promptly forward the details in your order and any changes you notify to us to Telstra but beyond this we are not responsible for the accuracy or timeliness of the information appearing in the database.
- (c) Emergency Services uses the database to locate callers. You acknowledge that if you use the Service at a different service address from that notified to the IPND, emergency services will not know your physical location if you call them using the Service and you will need to tell them your location on the call.

8 DEFINITIONS

In this document, words have the meanings given them in this clause 8.

Agreement means the terms and conditions on which we supply the Service to you and is made up of these General Terms, the Service Description, the Critical Information Summary and your order.

Analogue Telephone Adapter (ATA) means a device use to connect an analogue telephone adapter to the service.

Break Fee means the fee payable by you in respect of a Service with a Fixed Contract Period if you change a plan or if the Service is cancelled and unless stated otherwise in the Critical Information Summary, is calculated by multiplying the minimum monthly charge by the number of months remaining in the Fixed Contract Period as at the date of Service cancellation (months remaining x minimum monthly charge).

BYO Equipment means equipment which you use in connection with the Service and which we have not supplied to you.

Charges means those monies payable by you to us under the Agreement as varied in accordance with the Agreement. Charges include those set out in your order, the Critical Information Summary, the Standard Fee Table,

the Special Offer (if any), and any amounts payable for rental of Our Equipment and for provision of any additional services by us.

Consumer Guarantee has the meaning given in Division 1 of Part 3-2 of the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)).

Customer Equipment means equipment, cabling, software, infrastructure and services of your own, or provided to you by a third party, or located on your side of the Network Boundary, including all equipment you purchase from us but excluding Our Equipment and Our Network.

Critical Information Summary means our document headed 'Critical Information Summary' which sets out charges and information related to the plan ordered for the Service.

Customer Service Guarantee Standard means the Telecommunications (Customer Service Guarantee) Standard 2011.

Direct In-Dial (DID) means a public telephone number that we have leased to you for use with the service to receive calls on.

Emergency Service Number has the meaning given by section 3.24 of the Telecommunications Numbering Plan 1997.

Event means any circumstance outside the reasonable control of the affected party, including act of god, fire, flood, storm, earthquake, war, riot, strike or unforeseen labour dispute, shortage of labour, equipment or materials, change of law or regulation, act or omission of any government authority including failure or delay in granting any approval or licence, electromagnetic interference, failure or variations in power supply, air conditioning or humidity control, act or omission of any of our suppliers or other third party, cable cut, failure of network, equipment, software, facilities or infrastructure owned or operated by any of our suppliers or another third party.

Excluded Incident means an interruption or delay to the Service caused directly or indirectly by:

- (i) an Event;
- (ii) any fraud, negligence or breach of the Agreement by you or any of your officers, employees, agents or contractors;
- (iii) Customer Equipment;
- (iv) Our Equipment loaned to you;
- (v) provisioning, upgrade or reconfiguring of systems or equipment requested by you;
- (vi) cancellation, suspension or restriction of the Service in accordance with the Agreement; or
- (vii) scheduled maintenance, upgrade or repair of Our Network or Our Equipment or network, equipment, software, facilities or infrastructure owned or operated by any of our suppliers.

Fixed Contract Period in respect of an agreement, means an agreement in which there is a fixed period for supply of the Service, but does not include a month to month agreement.

General Terms means our terms and conditions for residential and small to medium business customers. .

Integrated Public Number Database (IPND) is an industry-wide database of all public telephone numbers which facilitates the provision of information for emergency services, law enforcement, directory assistance and the publication and maintenance of public number directories. It is a requirement of all service providers to provide this information in accordance with Part 4 of Schedule 2 of the Telecommunications Act 1997.

MyAccount Portal means our secure online web portal that you can use to manage your service, features, and payments. It is accessible via www.mynetfone.com.au/Portal-Login.

Network Boundary means the point where responsibility for the Service transfers from us to you as set out below unless stated otherwise in the Service Description:

- (viii) for a broadband or other data service to a single dwelling residence, the Network Boundary is the network termination device (NTD) on the exterior wall of the premises or if there is no NTD the first telephone socket in the premises;
- i) for a broadband or other data service to a business premises or a multi-storey building, the Network Boundary is the main distribution frame (MDF); and
- ii) for a voice service, the Network Boundary is the external carrier interconnect port on our core router at the edge of Our Network.

No Fixed Contract Period in respect of an agreement, means a month to month agreement or agreement in which there is no committed period for supply of the Service.

Our Equipment means equipment which we loan or rent to you together with any cabling or other ancillary items provided with it. For clarity, it does not include equipment you purchase from us by instalment payments or otherwise.

Our Network means the telecommunications network owned or controlled by us or our group company. For clarity, it excludes any network of a supplier to us.

Service Description means our document headed 'Service Description' which describes the Service and its features.

Special Offer means a special offer or promotion we may make in relation to the Service from time to time.

Standard Fee Table means our standard fee table available on our website.

Start Date has the meaning set out in clause 2.7.

Virtual PBX Voice Service or **Service** means the service described in this Service Description and any equipment or other goods or software we supply in connection with the Service.

Virtual PBX Voice Service Description means this document.

We, our, us means My Net Fone Australia Pty Ltd ABN 73 109 671 285

you, your means the customer whose name appears on the order.