

## **Standard Form of Agreement: engin2go End user Licence Agreement and Service Description**

The Standard Form Of Agreement: engin2go End User Licence Agreement and Service Description is between you and MIBroadband Limited (ABN 70 080 250 371) (trading as “Engin” and referred to in this agreement as “Engin”, “we”, “us”, “our”).

### **1. Definitions**

- a. Mobile Device in this agreement means your compatible iPhone or iPod touch
- b. Software in this agreement means the engin2go software that you can download from the iTunes App store. In the iTunes App Store it is referred to as “engin2go”.
- c. Service in this agreement means your existing engin VoIP service that you can access using the Software
- d. Mobile Service Provider in this agreement means the company that provides you with a voice and/or data services on your Mobile Device
- e. Internet Service Provider in this agreement means the company that provides you with internet access to your Mobile Device (this may be the company that provides you with access to the internet in your home and/or another provider who provides you access to the internet to your Mobile Device via a WiFi network at a location other than your home from time to time including but not limited to your Mobile Service Provider)

### **2. About the engin2go End User Licence Agreement and Service Description**

- a. This is the engin2go End User Licence Agreement and Service Description that applies to your use of the Software and your use of your engin Service with the engin2go Software. It forms part of your agreement with us and should be read in conjunction with the following agreements, which currently apply to your use of the Service:
  - i. The Standard Form of Agreement: General Terms
  - ii. The Standard Form of Agreement: VoIP Service Description
  - iii. Our Privacy Policy
  - iv. The Standard Form of Agreement: DSL Service Description (if you have a DSL service with us)
- b. This document in addition to the agreements referred to in 2.a. above are collectively referred to in this document as the “Agreement(s)”
- c. The Agreements can be found on the engin website at [www.engin.com.au/legal/legal.aspx](http://www.engin.com.au/legal/legal.aspx) or you can request copies by contacting us on 1300 305 000
- d. For accessibility options refer to Page 2 of the Standard Form of Agreement General Terms
- e. You acknowledge that we may change the Standard Form of Agreement: engin2go End user Licence Agreement and Service description in accordance with the Standard Form of Agreement: General Terms section 7.5
- f. Headings in this agreement are for convenience only and do not affect the interpretation of this agreement

### **3. The engin2go Software and Service**

What is engin2go?

- a. engin2go is Software that you can download to your Mobile Device which allows you to make and receive voice calls on your Mobile Device by using your existing engin Service.

#### Requirements

- b. In order to receive and use the Software and Service:
  - i. You must have a compatible Mobile Device
  - ii. Your Mobile Device must be running at least the iOS 3.0 operating system or a later version
  - iii. You must download the Software from the iTunes app store and install it on your Mobile Device
  - iv. You must have an existing residential VoIP service with us (Service)
  - v. You must accept the conditions of this Standard Form Of Agreement: engin2go End User Licence Agreement and Service Description
  - vi. You must comply with the conditions applicable to your existing Service with us
  - vii. You must know your Service phone number (Log-on ID) and your Selfcare password (Password)
  - viii. Your Mobile Device must have access to the internet either via a WiFi network (which may be in your home or somewhere else) or your Mobile Service Providers GSM network

#### Contract Term

- c. **There is no minimum contract term**, you may cancel the engin2go service at any time by logging into engin Selfcare or by contacting us on 1300 305 000 during opening hours.

#### 4. Software End User Licence

- a. Subject to your acceptance of the terms of the Agreements and payment of applicable charges we grant you, for your personal use a limited, royalty free, revocable, non-exclusive, non-transferable, non-commercial, non-sub-licensable licence to download, activate and use the Software to access your Service in Australia on a maximum of two (2) Mobile Devices.
- b. This Licence permits you to install, access, display, run and otherwise use the Software on your Mobile Device to access the Service
- c. This Licence permits you to access the Service using the Software for your personal use only
- d. You must not copy, translate, adapt, modify, alter, decompile, disassemble or reverse engineer the software or merge the Software with any other software except to the extent permitted under the copyright act 1968
- e. We reserve the right, without liability, to refuse, restrict, limit, suspend and/or interfere or interrupt the Software or any part thereof, without notice to you for repair, improvement and/or upgrade of the Software or for any other reason such as but not limited to instructions from regulators or law enforcement agencies.
- f. We reserve the right to add additional functionality or change the features of the Software, such additional features or changes will be deemed to form part of the Software and this Licence and Agreement will continue to apply in all respects to any updated or changed Software

#### 5. Restrictions

- a. You must ensure that the Software is used only by you to access and use your Service
- b. You must ensure that the Software and the Service is accessed for personal use only and is protected from any unauthorised use

- c. You must ensure that use of the Service at all times is in accordance with the Agreement
- d. You must ensure that the Software is accessed via a secured network
- e. You must comply with the directions of any regulator and all reasonable directions from us in relation to the use of the Software
- f. You must notify us if you become aware of any potential or actual infringement of any intellectual property rights in relation to the Software
- g. You must not rent, lease, licence lend, resupply or on supply the Service
- h. You must not disclose your Log-on ID and/or Password to another person or permit another person to use your Log-on ID and/or Password to access the Service or the Software

## **6. Specific warnings**

### **a. Charges from your Mobile Service Provider**

- i. The Software may utilise the GSM network of your Mobile Service Provider to make and receive calls
- ii. You acknowledge that you may incur charges from your Mobile Service Provider for the use of any of their services as they relate to your Service
- iii. You acknowledge that you may have entered a separate agreement with your Mobile Service Provider for their services and products and that you are responsible for these charges

### **b. Charges from your Internet Service Provider**

- i. The Software may utilise a WiFi network to access the internet when you are connected to it to make and receive calls
- ii. You acknowledge that you may incur charges from your Internet Service Provider for the use of any of their services as they relate to your Service
- iii. You acknowledge that you may have entered a separate agreement with your Internet Service Provider for their services and products and that you are responsible for these charges
- iv. If we provide you with a connection to the internet at your home, and you use this internet connection to access the Service with the Software any usage **will not count towards your monthly data usage**, and we will not charge you an additional amount for the use of the Service other than in accordance with the terms of the Agreements

### **c. Security of your Mobile Device**

- i. If your Mobile Device is lost, stolen or in any way compromised you must notify us immediately and we will cancel the Software. Alternatively you are able to cancel the engin2go Software via the self care tool which can be found at [www.engin.com.au](http://www.engin.com.au)
- ii. You acknowledge that we are not responsible for any lost or stolen Mobile Device.
- iii. You acknowledge that you are responsible for all charges for calls made using your lost or stolen Mobile Device up until the time that you notify us that your Mobile Device has been lost or stolen, or if you cannot contact us, up until the time you cancel the Software using the Selfcare tool, which can be found at [www.my.engin.com.au](http://www.my.engin.com.au)
- iv. You agree to take all reasonable precautions to ensure that the process which you use to access the Service from the Software does not expose you to the risk of viruses, malicious code or other forms of interference which may damage your Mobile Device
- v. To the extent permitted by law we do not accept any responsibility for any interference or damage to your Mobile Device which arises in connection with your use of the Software, including but not limited to any virus or malicious code that may contaminate or destroy your Mobile Device

- vi. You acknowledge that you are responsible for implementing and maintaining sufficient procedures to satisfy your particular requirements in respect of the security and protection of your Mobile Device and the method by which you access the internet with your Mobile Device.

**d. Security of your information**

By using the Software you might be subject to various risks associated with using the internet including but not limited to: fraud, spoofing, sniffing, snooping, hacking, unauthorised invasion of your privacy, tampering, unauthorised exposure of your communications sent or received using the Software, which we do not have control over and will not be responsible for. For this reason you should always ensure that the method by which you connect your Mobile Device to the Internet to use the Software is secured and known by you.

If you do not wish to be exposed to these risks you should not use the Software.

**e. Overseas use of the service**

- i. We do not support, recommend or provide any warranty in respect of the use of the Software or Service outside of Australia
- ii. You acknowledge that any costs incurred by you by using or trying to use the Software to access the Service outside of Australia are your responsibility.

**f. Emergency Service Calls**

- i. The Engin Service allows you to make calls to the Emergency Calls Service (ECS) in Australia
- ii. You will be able to use your Service with the Software to make Emergency Service Calls
- iii. You acknowledge that, as with your existing Service, your Service will not work if the Software does not have access to the internet, whether this is by way of a power failure, an internet outage or your Software cannot access the GSM network of your Mobile Service Provider, or for any other reason that prevents your Software from accessing the Service. For this reason we recommend that you always have an alternative telecommunications service to contact the Emergency Calls Service

**g. Integrated Public Numbering Database (IPND)**

- i. Your Service is supplied with a public number and we are required by law to submit your name, address, phone number and other details to the Integrated Public Numbering Database (IPND). The IPND is used for purposes including publishing public number directories, provide directory assistance, operate Emergency Call Services and assist Law Enforcement Agencies (LEAs).
- ii. When you contact the Emergency Calls Service they will be notified of the registered address you provide to us
- iii. You acknowledge that if you use the Software to call the Emergency Calls Service from your Service in a location other than the address you have provided us, the Emergency Calls Service will not know the location from which you are calling and that we are not responsible for any loss or damage you may incur as a result of this.
- iv. For this reason stated in 6.g.iii above, we recommend you do not use the Software or the Service to access the Emergency Calls Service from a location other than the address that you have provided us as the registered address of your Service.

#### **h. Quality of Service and Service Limitations**

- i. The quality of the Service will vary with the quality of the internet connection you use to access the Service with the Software.
- ii. We do not guarantee the availability of the Service from the Software or the quality of the calls made to or from the Service.
- iii. We cannot control the quality of the connection your Mobile Device has with the Internet. We do not warrant that the Service will be uninterrupted or error-free when accessing the Service via the Software. For this reason we do not recommend you use the Software to access the Service for critical reasons such as the Emergency Calls Service or other reasons where the partial or complete failure of the Service may result in any sort of damage/loss to you or others.
- iv. Specifically the Internet connection to your Mobile Device you use to access the Service via your Mobile Service Providers GSM network may be of a lower quality than from a WiFi network that connects to the Internet via a fixed line DSL service and the quality of this connection is dependant on a number of factors outside of our control.

#### **i. Location Dependant Services/Location Based Routing**

- i. Some services such as, but not limited to, 1300 numbers will route your call based on the exchange location of your public number.
- ii. You acknowledge that if you use the Software to make a call with your Service in a location other than your home, your call may not be routed to the most appropriate location.

#### **j. Calling Line Identification (CLI)**

- i. When you make a call with the Software using your Service, your public number will be presented as the number from which the call is being made.
- ii. You agree that if you do not block CLI in respect of calls made from the Service, that when a call is made with the Software using your Service, your telephone number might be sent automatically to the equipment of the called party

### **7. Fees and charges**

#### Downloading the Software

- a. You can download the Software to your Mobile Device at no cost from the iTunes App store.

#### Activating the Software

- b. When you activate the Software by entering your Log-on ID and Password and accept the terms of the Agreement, we will charge you a once off amount of \$4.95 per Software activation. For example if you download and activate the Software on one Mobile Device we will charge you \$4.95, if you download and activate the software on two Mobile Devices we will charge you \$9.90 (2 \* \$4.95).
- c. The Software activation charge will appear on your next monthly Service invoice.
- d. The description on your invoice will be "engin2go Application".
- e. The Software activation charge is non refundable, regardless of how long you use the Software for.

#### Using the Software (Subscription charges)

- f. After you activate the Software you will be charged an ongoing subscription of \$1.95 per month for your use of the Software. This charge is in addition to your monthly service plan charge for your use of the Service.
- g. Any additional subscription charges will appear on your monthly Service invoice
- h. The description on your invoice will be “engin2go Licence”
- i. On your first invoice you will receive a pro-rated subscription charge for the month you activated the Software and a \$1.95 charge in advance for the following month.

#### Call Charges

- j. Calls will be charged at the rate applicable to your existing engin Service as detailed in the Standard Form of Agreement: VoIP Service Description and will appear on your monthly Service invoice. You can also refer to our website ([www.engin.com.au](http://www.engin.com.au)) for current information regarding Service plans and applicable call rates.

*For example:*

*If your existing Service is the engin National Plan and you make a Local or National call from your Software using your Service, you will incur no additional charge from us for that call, however if you make a call to a mobile phone you will be charged 22 cents per minute for that call.*

*If your existing Service is the engin Starter Plan and you make a Local or National call from your Software using the Service, you will be charged 10 cents per call from us or 27 cents per minute from us if you make a call to a Mobile phone.*

- k. As with all of our Services, calls made to other engin services using the Software will incur no additional charge from us.
- l. Calls made from your Service using the Software will add to your monthly included calls or included minutes if your Service has included calls or minutes, such as the engin Mobile Plus or engin Max plans.

#### Cancelling the Software subscription

- m. You can cancel the engin2go Software subscription at any time by logging into engin Selfcare and selecting cancel or by contacting us on 1300 305 000 during opening hours
- n. Deactivating your engin2go Software does not cancel your existing Service with us
- o. If you cancel your engin2go Software subscription and subsequently wish to reactivate it, you will be charged the \$4.95 activation fee.
- p. If you cancel your subscription to the Software you will receive a pro-rated credit for the monthly charge.

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