



Standard Form of Agreement: Landline Service Description

MIBROADBAND PTY LTD
ABN 70 080 250 371

Contact engin

You can contact us as follows:

By Telephone	<u>Customer Service</u> Trading Hours: Monday – Friday: 8 a.m. – 9 p.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) 89855888
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.

Introduction	4
Section One – The Service	4
1.1 The Service	4
1.2 Types of voice Calls.....	5
Calls to Local Numbers in Australia.....	5
Calls to Australian Mobiles	5
Calls to International Destinations.....	5
Calls to Special Services.....	5
1.3 Value Added Services	6
Section Two - Charges and Tariffs	7
2.1 Standard Pricing	7
2.2 The engin Landline Ignition Plans	7
2.3 Additional Landline services.....	8
2.4 Connection fees and minimum term	9
3.1 Access	9
3.2 Provisioning.....	10
3.3 Necessary Interruptions	10
3.4 Miscellaneous Interruptions	10
3.5 Call Termination.....	11
3.6 Monitoring Services	11
3.7 Fault Reporting.....	11
3.8 Interception	11
3.9 Incorrect Order Submission	11
3.10 Service Relocation.....	11
3.11 Data Transfer	11
3.12 Caller Number Display (CND)	12
3.13 Preselection.....	12
3.14 Priority Assistance	12
3.15 Porting your Service to engin.....	12
Section Four – Miscellaneous	13
4.1 Geographic Numbers.....	13
4.2 Special Promotions.....	13
4.3 High Usage.....	13
4.4 Numbering.....	13
4.5 Fair Use Policy.....	13
4.6 Customer Service Guarantee.....	14
4.7 Fraudulent Use of Service	14
Section Five – Suspension and Termination of the Service .	14
5.1 Suspension for High Usage.....	14
5.2 Immediate suspension, limitation and termination in our absolute discretion.....	15
5.3 Suspension, limitation and termination with notice	15
5.4 Your right to terminate this Agreement	16
5.5 Termination as a Result of Porting	16
5.6 Consequences of Suspension	16

Introduction

The Standard Form Of Agreement (SFOA) – Landline Service Description is between you and MIBroadband Pty Ltd (ABN 70 080 250 371), trading as “Engin” and referred to in this agreement as “Engin”, “we”, “us”, “our”.

This *Standard Form of Agreement: Landline Service Description* sets out the terms and conditions of the Service.

The *Standard Form of Agreement: General Terms* apply (where relevant) to this Landline Service Description and shall prevail over this Service Description if there is an inconsistency.

Where applicable this Landline Service Description must be read in conjunction with the Standard Form of Agreement: DSL Service Description.

Section One – The Service

1.1 The Service

We will supply a Landline service that is a Standard Fixed Line Telephone Service (known as a PSTN service and referred to in this document as “The Service”)

The Service can be provided as part of a bundle (for example with a DSL service) or on a standalone basis.

The Service will allow you to make calls and receive calls from a telephone located at your premises.

The Service also allows you to access a range of other telephone services including a standard telephone number, a directory listing, provision of directory assistance and operator services and other enhanced calling features.

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

To receive the Service you must be the occupier of a premises or their authorised representative.

You agree that we 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.

1.2 Types of voice Calls

Charges for calls are set out in the individual plan for the Service and vary between plans.

Calls to Local Numbers in Australia

“Local call” means a directly dialled voice telephone call from your Service to a fixed line telephone services with a Geographical Number in the same local charge area. All Local Calls are un-timed by law.

Calls to Long Distance Numbers in Australia

“Long distance”/ “STD”/or “National Calls” means a directly dialled voice telephone call from your Service to an Australian fixed line telephone service with a Geographical Number that is not within your local charge zone.

If you have chosen another Long Distance provider through your Pre-select Option, please contact your Long Distance provider for call tariffs.

Calls to Australian Mobiles

“Australian Mobiles” means a directly dialled voice telephone call from your Service to a mobile phone service provided in Australia.

Calls to International Destinations

“International Destinations” means a directly dialled voice telephone call from your Service to a number outside of Australia.

International call rates are subject to change without notice.

Calls rates vary by destination and call type.

Prior to making international calls, you should determine 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.

From time to time we may bar calls to certain International Destinations if we:

- suspect that calls to that destination are fraudulent calls,
- believe they pose a real threat to the engin network, our customers or national security, or
- or are instructed to by the regulator or law enforcement agency

You may place restrictions on making International Calls from your Service by contacting us.

Calls to Special Services

“Special Services” means a directly dialled voice telephone call from your Service to an Australian service number. Rates vary by call type. Refer to the engin website for current pricing.

Calls to “19xx” service numbers will be barred by default.

Calls to engin services

“engin service” means a directly dialled voice telephone call from your Service to another service on the engin network (either VoIP or Landline).. Unless otherwise stated, calls from one engin Service to another engin Service will incur no charge.

1.3 Value Added Services

Value Added Services are additional features that may be available to you. Some value added service services incur a charge and some incur no charge. You can contact us to have Special services activated or deactivated. In some cases you can activate Value Added Services through your handset. If you activate a Value Added Service through your handset, you acknowledge that you will be charged for this service in accordance with the charges published on our website, if the pricing is not on our website we will pass through to you the charge from the underlying carrier.

Charges for value added services are published on our website.

Special services may include:

- Voicemail
- Call waiting
- Call number display
- Call Forwarding
- Call barring (total)
- Call barring (partial)
- Three way calling
- Selective calling
- Call return

You must check with your existing service provider whether you have existing value added services attached to your landline service. We will endeavour but cannot guarantee to maintain your value added services. If we cannot provide a certain value added service this will be removed from your line when it is ported to us.

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 applicable)

Certain calls, including calls under the Landline Ignition Plans are subject to our Fair Use Policy which is published on our website

Some plans have included calls. If in any month, you have not made an amount of calls equal to the included call allowance per month the balance of the included calls will not be carried forward to the next month.

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 included calls per month, applicable to your chosen plan.

2.1 Standard Pricing

The pricing below for the Home Phone Bundles is applicable to a standalone Landline service, a Landline service taken with a Mychoice Broadband Plan, or any other Landline service that is not a Landline Ignition Plan or an Additional Landline service.

Home Phone Bundles					
Plan Name	Service Fee	Local Calls	National calls	Call to Australian Mobiles	Service calls
	Per month	Per call	Per minute	Per minute	Per call
Home phone Lite	\$28.95	25c	20c	45 cents	30 cents
Home Phone Ultra	\$44.95	Included	Included	45 cents	30 cents
Home Phone Premium	\$74.95	Included	Included	Included	30 cents

International calls are charged at the applicable rate published on the engin website, and are subject to change without notice.

All timed calls are charged in per minute increments.

2.2 The engin Landline Ignition Plans

The engin Landline Ignition Plans are inclusive of your ADSL service as well as your Landline connection. The two services are sold as a bundle.

All 'Included Calls' are subject to our Fair Use Policy, which is available on the engin website.

In return for the financial savings associated with the plan, customers are required to waive their rights under the Customer Service Guarantee. More information on the Customer Service Guarantee is available on our website.

Coverage Area 1

Plan Name	Service Fee	DSL Data Allowance	Local Calls	National calls	Call to Australian Mobiles	Service calls
	Per month	Per month	Per call	Per minute	Per minute	Per call
Landline Ignition 49	\$49.00	10 GB	Included	Included	35 cents	30 cents
Landline Ignition 69	\$69.00	50 GB	Included	Included	35 cents	30 cents
Landline Ignition 79	\$79.00	200 GB	Included	Included	35 cents	30 cents
Landline Ignition 99	\$99.00	500 GB	Included	Included	Included	30 cents
Landline Ignition 119	\$119.00	600GB	Included	Included	Included	30 cents

Coverage Area 2

Plan Name	Service Fee	DSL Data Allowance	Local Calls	National calls	Call to Australian Mobiles	Service calls
	Per month	Per month	Per call	Per minute	Per minute	Per call
Landline Ignition 79	\$79.00	10 GB	Included	Included	35 cents	30 cents
Landline Ignition 89	\$89.00	50 GB	Included	Included	35 cents	30 cents
Landline Ignition 99	\$99.00	200 GB	Included	Included	35 cents	30 cents
Landline Ignition 129	\$129.00	400 GB	Included	Included	Included	30 cents
Landline Ignition 149	\$149.00	600GB	Included	Included	Included	30 cents

Charged National calls and calls to Mobiles incur a connection charge of 38 cents per call. Charges for International calls are published on our website and are subject to change without notice.

International calls incur a connection charge of 20 cents per call.

All timed calls are charged in per minute increments.

Sets-up fees/charges are subject to change. Current charges are published on our website.

2.3 Additional Landline services

Additional Landline Services will be charged at \$34.95 per month for each additional Landline Service. Standard pricing for calls applies to additional Landline services.

In some circumstances additional Landline 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 Landline Service through a Spectrum Sharing arrangement (Having a DSL Service with

another provider, and wanting to set up a Landline Service with engine simultaneously on the same ULLS).

2.4 Connection fees and minimum term

Minimum term applies to a standalone Landline service, a Landline service taken with a Mychoice Broadband plan or any other Landline service that is not a Landline Ignition Plan. Refer to the DSL service description for minimum terms on Landline Ignition plans.

	Standard Connection	Connection with a technician visit	Connection where work is required on the cabling
Connections charge for first connection	No charge	\$125.00	\$299.00
Connection charge for additional connections	\$59.00	\$75.50	\$179.00
Disconnection charge for first connection (within the first 3 months of service start date)	\$159.00	\$225.00	\$399.00
Disconnection charge for additional connection(s) (within the first 3 months of service start date)	\$159.00	\$175.50	\$179.00
Disconnection charge (after 3 months of service start date)	No charge	No charge	No charge

You may be liable for disconnection fees on other products you have purchased from us, for example if you have agreed to a minimum term and you cancel before the end of that term. The above table details only the disconnection fees that relate to the Landline component of your service.

Section Three – Service features

We 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. We will use 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 engine 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 engine Network via an access line. Accessibility to the network is not guaranteed you will be advised of this through a preliminary Service Qualification.

We may not be able to provide the Landline 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 Landline Service in the same exchange that their current number is listed in.

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.

3.2 Provisioning

Provisioning of the engin Landline 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 the Service 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. An authorised English-speaking adult must 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 up to \$220.00 and 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 Landline Service, and the time it takes for engin to establish the necessary connections to connect to the engin Landline Service. The technician will only install one outlet and one access line at your premises. Installation of additional lines will incur a connection fee.

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) initiates on the engin Landline Service is terminated.

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 Landline 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 Landline Service. Onus rests on you to advise the provider of your Monitoring Service of the changes that will be made once the Service is provided to you. Examples of such services include 'Panic Alarms' or Surveillance equipment.

Porting a Landline Service with an enabled Monitoring Service on your line may cause your port request to 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 at your premises. engin will endeavour to repair or have repaired any fault on the network, however limits its liability regarding any faults caused by facilities not under our direct control. Should we investigate a fault and determine that the fault is attributable to equipment, hardware or cabling that you own or are responsible for, we will on charge any costs or fees passed to us by third parties. 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

We have 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. We may be charged a penalty for incorrectly submitted orders. 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, we may charge you a \$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.

3.12 Caller Number Display (CND)

When a call is made from the Service, your telephone number may be displayed to the end party if you do not block CND

If 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 Caller ID and Caller ID is active on your Service.

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 carrier other than the default provider (engin) to make long distance calls, engin will charge you a monthly fee of \$6.00.

3.14 Priority Assistance

Engin does not offer a Priority Assistance service for life threatening medical conditions.

3.15 Porting your Service to engin

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

You are responsible for all charges incurred with your existing service provider up to the date that you are connected and the service with us. 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 us.

In order to transfer your existing service to engin from another service provider, your service must be qualified. If your service passes the preliminary qualification, you will be allowed to apply for an engin Landline Service. We 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 service provider 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.

If we are able to port the Service, you authorise engin 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 Landline 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.

We are not liable for any delay in the transfer process or if your transfer is rejected.

Section Four – Miscellaneous

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 engine 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 Special Promotions

engine 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. engine may withdraw a promotion at any time. Unless otherwise specified or agreed to by engine, promotions may not be used in conjunction with one another.

4.3 High Usage

High usage is randomly monitored by engine. At our discretion we may impose a High usage alert at any point in time. If engine 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 un-invoiced charges.

4.4 Numbering

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

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.

engine 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. engine 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.

4.5 Fair Use Policy

engine offers a number of residential plans that are covered by the Fair Use Policy. The Fair Use Policy is designed to ensure that residential plans are access by residential users.

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>.

4.6 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.

If you take a Landline ignition plan 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/or included calls.

4.7 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 Landline 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 your billing itemisation regularly in order to circumvent such activities.

If you are responsible for the fraudulent use of an engin Landline 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

Your Service may be suspended or terminated in accordance with the *Standard Form of Agreement: General Terms*. Although we will endeavour to give as much notice as reasonably practicable, we may suspend the Service at any time.

5.1 Suspension for 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 the Fair Use Policy (where applicable)

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

5.2 Immediate suspension, limitation and termination

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 Service or any of our systems or equipment;
 - The Service (or any feature of it) is being used to commit unauthorised, criminal or unlawful activities;
 - You are not using an ACMA certified handset

You will be responsible for any costs incurred:

- If you become Insolvent; or if you are a partnership, the partnership ceases; or
- If 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 Service or any of our other systems or equipment;
- If the Service (or any feature of it) is being used to commit unauthorised, criminal or unlawful activities;
- If 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;
- If you have engaged in fraudulent activities in relation to the Service (or any feature of it); or
- If you are, or are operating as a Carriage Service Provider or Carrier.

Although we will try to give you as much notice as is reasonably practicable, we may, 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

5.3 Suspension, limitation and termination with notice

In addition to our rights above, we may, with at least 30 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

By providing us with at least 30 days' notice you may terminate this Agreement by calling us. We will invoice you for all Charges you incur (including the Monthly Service fee) up to the time actual termination takes place. If you agreed to a minimum connection period, you may be required to pay a disconnection charge as outlined in this agreement.

5.5 Termination as a Result of Porting

You may terminate this Agreement by porting your engine Landline telephone number to another service provider. If you port your number to another provider and you have agreed to a minimum term, you may be required to pay a disconnection charge as outlined in this agreement.

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 Landline 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 Landline, 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).