



Post Paid

**Standard agreement for the supply of the –
MIBROADBAND phone service –
Post Paid
(engin™)**

MIBROADBAND PTY LTD
ABN 70 080 250 371

Contact engin

If you have any concerns or queries regarding engin's Standard Form of Agreement, you may contact us as follows:

| | |
|--|--|
| Telephone: | Customer Service (Monday to Friday 8am to 9pm and Saturday 9am to 3pm) 1300 305 000 |
| Non-English Speaking queries*: | Translating and Interpreting Service (TIS) 13 14 50 |
| Communication, Speech and/or Hearing impairment*: | NRS: 133 677 |
| Write to: | Customer Contact Support Locked Bag 1002 FRENCHS FOREST NSW 2086 |
| Fax: | 02) 9004 4433 |
| Email: | feedback@engin.com.au |
| In person: | 431 Warringah Road FRENCHS FOREST NSW 2086 (Monday to Friday 9am to 5pm) |

* Non-English speaking, Vision, Deaf, Hearing and Speech impaired persons may also contact engin with the assistance of a friend or relative whose only involvement is to relay, interpret or translate.

If the arrangement is to be permanent an "Authorised Representative" maybe established on the customers account and the customer must be present at all times during every call.

Introduction

This Agreement is the standard form of agreement for the supply of MIBROADBAND T/as engin™ Telecommunications Service.

This Agreement sets out the terms and conditions on which:

- We will provide the Service to you; and
- You may use the Service provided by us.

This Agreement is in the following parts:

Section 1 – Description of Service Features and Charges

Describes the Service and its features and sets out the charges applicable to the Service.

Section 2 – Pricing Plans

Sets out the various Pricing Plans available under the Service and the charges specific to each.

Section 3 – Dictionary

Explains the words that have a special meaning in this Agreement.

Section 4 – Terms & Conditions

Sets out the terms and conditions that apply to the Service.

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Section 1 - Description of Service Features and Charges

This part of this Agreement describes the features of the Service and sets out the Charges, which apply to the use of each feature of the Service.

This description is in 5 parts:

- Part 1 – Service
- Part 2 – Voice Calls
- Part 3 – Special Service
- Part 4 – Value Added Services
- Part 5 – Miscellaneous Costs

Part 1 – Service

| Access | Charges |
|--|---|
| <p>The service allows you to make and receive calls on the engin Plain Switched Telephone Network (PSTN).</p> <p>You can access to a range of other telephone applications and enhanced calling facilities available to premises that are physically connected to the engin Network, however they may not be available at all locations or premises.</p> <p>The service is to be accessed using equipment that has been approved by the Australian Communications and Media Authority, and is to be accessed with the permission of the owner of the service and in the case of rental premises the owner of the property.</p> <ul style="list-style-type: none"> • Service availability is subject to geographical, financial and technical factors. For technical or financial reasons, engin reserves the right not to supply you with the engin PSTN Service. The Service is not available throughout Australia. A preliminary Service Qualification will specify whether a customer can connect to the engin PSTN Service. | <p>engin™ will charge you the applicable Monthly Service Fee monthly, according to your chosen Pricing Plan.</p> <p>engin operates on a cyclical billing system, which means you will be allocated an invoice issue date closest to your connection date. We will pro-rate the Monthly Service Fee from the date you connect to your invoice issue date.</p> <p>We will also pro- rate any Included Calls in the Monthly Service Fee, for that part of the billing cycle in which you were connected.</p> <p>Please be advised that all calls will be mapped to the prescribed terminating point by engin’s underlying carriers. engin bears no responsibility for the ways in which these carriers map and terminate these calls i.e. All calls made will be mapped in a manner that would see the call terminate in an industry recognised zoning unit, however engin makes no guarantee that calls will be mapped according to your expectations. All costs passed on by our underlying carriers will be passed on to you as the consumer. Although engin will regularly review call mapping to ensure maximum accuracy, engin makes no guarantee that calls will be mapped according to your expectations.</p> <p>For example, if you call a disputed international destination, the call will be routed to an industry recognised zoning unit, and this terminating point may not conform to your expectation.</p> |

Part 2 –Voice Calls

| Type of Voice Call | Charges (Unless Otherwise Specified) |
|---|--|
| <p>2.1 Standard Calls</p> <p>Make and receive voice calls from your PSTN service when communicating with:</p> <ul style="list-style-type: none"> Any fixed line phone connected to any fixed line telecommunications network in Australia i.e. Local Calls, Australian Inter-capital, National; Most Voice Boxes or Softphones connected to the engin Network*; <p>Other than:</p> <ul style="list-style-type: none"> International calls (you will be charged the rates set out below); Mobile calls; Calls to engin Special Numbers (you will be charged the rates set out below); Calls to access Special Services (you will be charged the rates set out below). | <p>Irrespective of when the call was made the Standard Call rate remains constant i.e. no peak or off-peak rate.</p> <p>Call charges include GST and are rounded up to the nearest whole cent on individual calls.</p> <p>Refer to your Pricing Plan in Section 2 of this Agreement for details.</p> |
| <p>2.2 Mobile Calls</p> <p>Make and receive voice calls from your PSTN service when communicating with:</p> <ul style="list-style-type: none"> Any other mobile phone connected to any mobile telecommunications network in Australia | <p>Call charges include GST and are rounded up to the nearest whole cent on individual calls.</p> <p>Refer to your Pricing Plan in Section 2 of this Agreement for details.</p> |
| <p>2.3 International Calls</p> <p>Make and receive voice calls from your PSTN service when communicating with:</p> <ul style="list-style-type: none"> any mobile phone connected to any mobile telecommunications network overseas; and any fixed line phone connected to any fixed line telecommunications network overseas; <p>This service is automatically activated upon connection to your Pricing Plan.</p> <p>To place call restrictions against this service contact Customer Service on 1300 305 000.</p> <p>Please be advised that Mobile to International Service interconnectivity is not supported by engin. If you call an Australian Mobile Service to interconnect to an International Destination, you will be affected.</p> | <p>You will be charged for the connected International calls you make at rates, which vary by, call type and destination and are 1 or more seconds in duration. There is no charge for receiving these calls.*</p> <p>For international call rates please refer to the engin website www.engin.com.au.</p> <p>If you have chosen another Long Distance provider through your Pre-select Option, please contact your Long Distance provider for call tariffs.</p> <p>Please note that if only 1 call rate is shown for a particular destination, then that rate shall apply to both calls to mobile phones and fixed line numbers within that country.</p> <p>Call charges include GST and are rounded up to the nearest whole cent on individual calls.</p> <p>Rates are subject to change without notice.</p> |

Part 3 – Special Services

Connected calls with duration of 1 or more seconds will be charged, as tabled below. (This part of the document will be formatted once the correct fees have been collated).

| Special Services Type of voice call | Charges (Unless otherwise specified) |
|---|--|
| 3.1 Calls to Special Numbers | Rates vary by call type and destination. |
| Calls to most Special Service numbers are automatically activated upon connection. | There is no call charge for calls made to an engaged number. |
| 1221 International faults & service difficulties | Not available for use. |
| 1222 Call costs and enquiries (national & international) service | Not available for use |
| 1225 International directory assistance service | \$2.20 (GST inclusive) fixed fee per call. |
| 1234 Sensis | Not available for use |
| 1223 | \$1.82 (GST inclusive) fixed fee per call. |
| 125 xx, 125 xxx, 125 xxxx Operator service | Not available for use |
| 012 and 013 Operator service | Not available for use. |
| 124xx, 124 xxx, 124 xxxx Operator service | Not available for use |
| 12711 Pre-selection verification service | Not available for use. |
| 13xx xxx xxx Local rate service~ | \$0.25 (GST inclusive) fixed fee per call |
| 13x xxx Local rate service~ | \$0.25 (GST inclusive) fixed fee per call |
| 1345 xxxx Local rate service | Not available for use. |
| 18xx xxx xxx Freephone service~ | Free of charges. |
| 19xx xxx xxx Premium rate service | Not available for use. |
| 019 Data Numbers | \$0.36 (GST inclusive) fixed fee per call |
| 016 xxx Radio Paging Service | \$0.36 (GST inclusive) fixed fee per call |
| 189 xx Calling Card service | \$0.10 (GST inclusive) fixed fee per call |
| Community and Mass Calling Service: 115 – 119 prefixed numbers | \$0.36 (GST inclusive) fixed fee per call |
| Australian Mobile to International Interconnect (Please refer to emergency numbers in Part 3) | Not available for use |
| ~ Refer to section 14.9 of this Agreement. | |

| <p align="center">Special Services Type of voice call</p> | <p align="center">Charges (Unless otherwise specified)</p> |
|---|--|
| <p>3.2 Network problem reporting</p> <p>To report any difficulties or faults with the engin PSTN service you can call engin on 1300 305 000 .Please include the time and date of the problem, along with a brief description. 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 that is not owned by engin. engin will endeavour to repair all faults on our network, however limits its liability regarding any faults caused by facilities not part of the engin PSTN network.</p> <p>If engin investigate a fault that is caused by facilities or equipment that is not owned by engin, engin may charge you a fee for this investigation.</p> | <p>The cost of a service call from a non engin PSTN or VoIP connection. Additional charges may apply for mobile calls.</p> |
| <p>3.3 Calls to emergency services</p> <p>By dialling 000 from your engin PSTN service , you will be connected to emergency services.</p> <p>It is important to understand that you must notify us of any change to your address, that way if you make an emergency services call your correct address will be identified.</p> <p>If call restrictions are placed against your engin service, calls to emergency services will still be possible.</p> | <p>Free of call charges.</p> |

Part 4 – Value Added Services

| Value Added Services | Charges (Unless otherwise specified) |
|--|---|
| <p>4.1 Voicemail</p> <p>You can have voice messages left on your engin PSTN service. To access voicemail messages, simply press ‘*96’ on your designated handset.</p> <p>Voicemail has a feature known as ‘Voicemail Call return’. The feature is based on the ability of Voicemail capturing the caller’s telephone number or to record a number entered by the caller. A caller’s telephone number will not be captured if:</p> <p>The caller’s line has a temporary or permanent block placed on the CLI.</p> <p>The call was made from a payphone or was an international call.</p> <p>The captured number was substituted with a preferred number entered by the caller.</p> <p>13 or 19, international and emergency call numbers will not be accepted as a call return number. Furthermore, calls that would normally be barred on your service may be dialled if call return is used.</p> | <ul style="list-style-type: none"> • Cost of a standard local call when retrieved from your service. Service call charges apply if call is retrieved from respective service. • Retrieval of messages using another service provider may incur costs from that service provider. <p>A \$4.50 (inc. GST) monthly charge applies for Voicemail.</p> |
| <p>4.2 Call Waiting</p> <p>The call waiting feature allows you to switch between calls.</p> <p>While you are on a call, the call waiting tone will advise you of an incoming call waiting to be answered.</p> | <p>There are no included call features with this service.</p> <p>Calls initiated by you attract call charges in accordance with your chosen pricing plan, until the call is terminated.</p> <p>Calls waiting on hold that you did not initiate are free of engin charges.</p> |

| Value Added Services | Charges (Unless otherwise specified) |
|--|--|
| <p>4.3 Caller Number Display (CND) & Caller ID (CID)</p> <p>Identify an incoming caller by the phone number before you answer the call. If you do not wish to speak to a caller, whose CID is not displayed, you may block your phone from these Anonymous callers.</p> <p>When making a call, your phone number will be displayed to the person you are dialling, provided they have access to CND. You may control the display of your phone number by blocking your number on a call-by-call basis (press 1831 prior to dialling the number).</p> <p>Should you choose to have your CID blocked on a permanent basis, engin can provide a network block.</p> | <p>Nil charge.</p> |
| <p>4.4 Unlisted Numbers</p> <p>The customer can choose to have there number listed or unlisted in the white pages directory.</p> | <p>Nil charge</p> |
| <p>4.5 Call Forwarding</p> <p>This service diverts/forwards incoming calls to another phone number connected to any service provider.</p> | <p>Standard engin PSTN call rates apply.</p> |
| <p>4.6 Call Barring</p> <p>This service allows you to place a bar (call restrictions) on all incoming and outgoing calls.</p> <p>engin may also initiate call barring for administration or account management purposes.</p> <p>For call barring enquires contact Customer Service on 1300 305 000.</p> | <p>There is no specific call barring charge.</p> <p>Please refer to miscellaneous charges for suspended accounts and Section 4 – Terms and Conditions of this Agreement.</p> |

| Value Added Services | Charges (unless otherwise specified) |
|---|---|
| <p>4.7 Partial Barring</p> <p>This service allows you to bar outgoing calls only for International, Mobile, Information and National calls. You will not be able to bar local calls. You may choose the kinds of calls you would like to bar – e.g. international and mobile or only mobile etc.</p> <p>Use of this service is network dependent. In order to bar calls, you will need to contact engine Customer Service on 1300 305 000 and request the bar feature.</p> | <p>* There is no specific call barring charge.</p> <p>Please refer to miscellaneous charges for suspended accounts and Section 4 – Terms and Conditions of this Agreement.</p> |
| <p>4.8 Three-Way Calling</p> <p>While engaging in an active call, you can originate a call to a third party and have a Three-Way, conference style, conversation.</p> | <p>Call charges apply to each call you initiate in accordance with your chosen pricing plan.</p> <p>Refer to your Pricing Plan in Section 2 of this Agreement for call rates.</p> |
| <p>4.9 Selective Calling</p> <p>Selective call allows you to divert, accept or reject calls made by certain telephone numbers (up to thirty).</p> <p>‘Selective Call Divert’ allows you to divert telephone calls on the list to any number of your choice. To access this feature, dial ‘*63’.</p> <p>‘Selective Call Accept’ allows you to accept only those calls that are made from the numbers you have registered on the list defined by you. Other calls will receive a recorded message stating that you have restricted incoming calls. To access this feature, dial ‘*68’.</p> <p>‘Selective Call Reject’ allows you to reject calls from telephone numbers defined by you. Rejected calls will receive a message stating that you have restricted incoming calls. To access this feature, dial ‘*60’.</p> | <p>The feature attracts a \$3.30 per month charge (inc. GST).</p> <p>Connected calls will be charged in accordance with your chosen Pricing Plan.</p> |
| <p>4.10 Call Return</p> <p>Call Return allows you to automatically dial the last callers' number providing their number has not been CLI blocked.</p> | <p>The feature does not attract an engine charge.</p> <p>Connected calls will be charged in accordance with your chosen Pricing Plan.</p> |

Part 5 - Miscellaneous Costs

| Miscellaneous Cost We may charge you for the following | Charges (Unless otherwise specified) |
|---|---|
| 5.1 Late Payment fee The late payment fee may apply to customers who do not pay their invoice in full on the Due Date. | \$5.50 (GST inc.) |
| 5.2 Refer to Drawer fee Where your cheque or direct debit payment is dishonoured. | \$22.00 per dishonoured payment GST inclusive. |
| 5.3 Reconnection of a suspended account This fee is charged if your account is reconnected, after having been suspended due to non-payment of an invoice/s. Together with this fee you are also required to pay the outstanding invoice/s owing, prior to the reconnection-taking place. | \$27.50 (GST inc.) Please refer to Section 4 – Terms and Conditions of this Agreement. |
| 5.4 Third party collections Applicable once an account is passed to a third party collection agency. But only after the account has been disconnected due to non-payment, and previous Credit Control activity deemed futile. | \$55.00 (GST inc.) Please refer to Section 4 – Terms and Conditions of this Agreement. |
| 5.5 Account split/account merge fee Applicable when a customer requests to have the phone numbers from their account split into separate accounts. Or to have separate accounts merged into a single account. | \$11.00 (GST inc.) |
| 5.6 Hardcopy (paper) invoice The charge applies to each hardcopy invoice you request in addition to your e-mail invoice automatically sent on your invoice issue date each month. | \$5.50 per hardcopy invoice (GST inc.) |
| 5.7 Charges for Third Party Hardware Rental | engin may on charge third party handset or hardware rental. |

| | |
|--|---|
| <p>5.8 Number Selection Applicable if you request a specific geographic number and this number is issued to you for use.</p> | <p>\$49.95 one-off fee (GST inc.) Please refer to Section 4 – Terms and Conditions of this Agreement</p> |
| <p>5.9 Number Swapping At our discretion engin may permit a customer to swap their engin PSTN phone number. The customer must allow 5 working days for completion of the process. IMPORTANT - At anytime engin reserves the right, or upon instruction from a government agency to refuse a customer the ability to swap their number without explanation or reason.</p> | <p>\$49.95 one off fee (GST inc.) Please refer to Section 4 – Terms and Conditions of this Agreement</p> |
| <p>5.10 Access to personal information In accordance with the National Privacy Principles, engin must provide the customer with access to the information on request by the customer To provide a copy of the Customer Details and Notes History file. For a copy of all personal customer information held by engin. Retrieval, access and provision of archived customer information. N.B. customer information is archived 3 months after the account is disconnected. For more information on access and correction refer to section 11.4 of this agreement.</p> | <p>\$7.50 per request, per service number \$12.50 per request, per service number \$32.50 per request, per service number</p> |
| <p>5.11 Postage & Handling Orders/hardware purchased directly from engin over the phone or via the website will attract this fee. Providing the ordered product is in stock, engin will endeavour to despatch your order by the following business day. Delivery within Australia is generally 5-7 business days. During festive occasions, sale periods and special promotion offers, delivery may take up to two weeks.</p> | <p>\$14.95 per consignment</p> |

Section 2- Pricing Plans

2.1 Pricing Plans

This part of this Agreement sets out the Pricing Scheme. Any Pricing Plan change that may be detrimental to the customer will be communicated via email to the customers nominated email address a minimum of 21 days before becoming effective.

Please be advised that engin will not provide a standalone PSTN service to Residential Customers. Standalone PSTN services are only available to engin Business Customers and are subject to qualification.

If a Residential Customer chooses to purchase an additional PSTN Service with their BB Series Bundles Internet Service, an additional PSTN Service can be provided at a cost of \$34.95. A customer may take up more than one additional PSTN Service at a price of \$34.95 for each additional PSTN Service.

Additional PSTN Services will not be provided if an existing ULLS has not been provisioned or if a customer wishes to purchase an engin PSTN Service through a Spectrum Sharing arrangement (Having a DSL Service with another provider, and wanting to set up a PSTN Service with engin simultaneously on the same ULLS).

2.2 Changing Pricing Plans

We may in our absolute discretion agree with you to change your Pricing Plan.

engin will only permit you to change your choice of Pricing Plan once a month. The change will take affect as soon as practicable.

You may only change your choice of Pricing Plan so that it corresponds to a Plan within the same series of offerings e.g. You can change from and engin BB6 to BB75, but cannot change from a BB6 to a plan offered in the engin ignition series of plans.

Your data allowance will be adjusted based on current usage and the new plan selected. For Example:

If you are connected on the 4GB Broadband Plan and you have used 1GB and you wish to upgrade to the 14GB Broadband Plan mid bill cycle then your remaining allowance will be $14\text{GB} - 1\text{Gb} = 13\text{GB}$.

To downgrade your monthly access fee from a higher fee, a \$40.00 charge applies. You are limited to one request per month. There is no charge for plan upgrades. To change Pricing Plans contact Customer Service on 1300 305 000.

The matters referred to in this paragraph may be agreed to verbally or in writing between you and engin and will be binding on you as at the date of the verbal or written agreement.

2.3 Index Of Pricing Plans

2.3.1 Residential Pricing Plans

2.3.1.1 engin BB Series PSTN Pricing Plans

The BB Series PSTN Pricing Plans are inclusive of your ADSL service, a PSTN line as well as a VoIP connection. The services are marketed as a bundle and the bundle cannot be reverted to its individual components.

The following rates are applicable for the PSTN component of your BB Series Bundle.

- \$0.25 per local call¹, untimed, within Australia.
- \$0.15 per minute for national and STD calls; charged for the first full minute, then per 30 second increments throughout Australia.
- \$0.43 per minute for calls to any Australian mobile; charged for the first full minute and then per 30 second increment throughout Australia.
- International calls will be charged at the applicable rate publicised on the engin website; calls will be charged for the first full minute and per 30 second increment thereafter. International calls are subject to change without notice, in accordance with the relevant industry code.

The following Pricing Plans are strictly designed for Residential use:

| | |
|---------------------------------|---------------------------|
| BB6 Bundled¹* | |
| DSL + PSTN Monthly Service Fee | \$74.95 |
| Data Quota | 2 GB Peak / 4 GB Off Peak |

| | |
|----------------------------------|----------------------------|
| BB15 Bundled¹* | |
| DSL + PSTN Monthly Service Fee | \$84.95 |
| Data Quota | 5 GB Peak / 10 GB Off Peak |

| | |
|----------------------------------|----------------------------|
| BB21 Bundled¹* | |
| DSL + PSTN Monthly Service Fee | \$94.95 |
| Data Quota | 7 GB Peak / 14 GB Off Peak |

| | |
|----------------------------------|-----------------------------|
| BB36 Bundled¹* | |
| DSL + PSTN Monthly Service Fee | \$104.95 |
| Data Quota | 12 GB Peak / 24 GB Off Peak |

| | |
|----------------------------------|-----------------------------|
| BB75 Bundled¹* | |
| DSL + PSTN Monthly Service Fee | \$114.95 |
| Data Quota | 25 GB Peak / 50 GB Off Peak |

2.3.1.2 engin Ignition Series PSTN Pricing Plans

The Ignition Series PSTN Pricing Plans are inclusive of your ADSL service as well as your PSTN connection. The services are marketed as a bundle and the bundle cannot be reverted to its individual components.

All calls are charged in per minute increments. For example, if you are to make a call for 20 seconds, you will be charged for the whole minute. If you make a call for 63 seconds, you will be charged the equivalent of two minutes of talk time. Unlike plans in the BB Series PSTN Pricing Plans, flagfall is charged for certain types of calls.

All 'Included Calls' are subject to engin's Fair Use Policy, available on the engin website, under the Terms and Conditions page.

| | | |
|--|--|---|
| Ignition 49 (Commenced 15/12/09 - Current) ^,~ | | |
| Monthly Service Fee - \$49.00 | | |
| DSL Data Allowance – 2 GB | | |
| <u>Call Type</u> | <u>Flagfall</u> | <u>Rate</u> |
| <ul style="list-style-type: none"> • Local • National / STD • Mobile • Service Call • International | <ul style="list-style-type: none"> • N/A • \$0.38 • \$0.38 • N/A • \$0.20 | <ul style="list-style-type: none"> • Included • \$0.17 per minute • \$0.35 per minute • \$0.28 per call • As advertised online |

| | | |
|--|---|--|
| Ignition 69 (Commenced 15/12/09 - Current) ^,~ | | |
| Monthly Service Fee - \$69.00 | | |
| DSL Data Allowance – 5 GB | | |
| <u>Call Type</u> | <u>Flagfall</u> | <u>Rate</u> |
| <ul style="list-style-type: none"> • Local • National / STD • Mobile • Service Call • International | <ul style="list-style-type: none"> • N/A • N/A • \$0.38 • N/A • \$0.20 | <ul style="list-style-type: none"> • Included • Included • \$0.35 per minute • \$0.28 per call • As advertised online |

| | | |
|--|---|--|
| Ignition 79 (Commenced 15/12/09 - Current) ^,~ | | |
| Monthly Service Fee - \$79.00 | | |
| DSL Data Allowance – 10 GB | | |
| <u>Call Type</u> | <u>Flagfall</u> | <u>Rate</u> |
| <ul style="list-style-type: none"> • Local • National / STD • Mobile • Service Call • International | <ul style="list-style-type: none"> • N/A • N/A • \$0.38 • N/A • \$0.20 | <ul style="list-style-type: none"> • Included • Included • \$0.35 per minute • \$0.28 per call • As advertised online |

| | | |
|--|--|---|
| Ignition 99 (Commenced 15/12/09 - Current) ^,~ | | |
| Monthly Service Fee - \$99.00 | | |
| DSL Data Allowance – 25 GB | | |
| <u>Call Type</u> | <u>Flagfall</u> | <u>Rate</u> |
| <ul style="list-style-type: none"> • Local • National / STD • Mobile • Service Call • International | <ul style="list-style-type: none"> • N/A • N/A • N/A • N/A • \$0.20 | <ul style="list-style-type: none"> • Included • Included • Included • \$0.28 per call • As advertised online |

| | | |
|--|--|---|
| Ignition 119 (Commenced 15/12/09 - Current) ^,~ | | |
| Monthly Service Fee - \$119.00 | | |
| DSL Data Allowance – 40 GB | | |
| <u>Call Type</u> | <u>Flagfall</u> | <u>Rate</u> |
| <ul style="list-style-type: none"> • Local • National / STD • Mobile • Service Call • International | <ul style="list-style-type: none"> • N/A • N/A • N/A • N/A • \$0.20 | <ul style="list-style-type: none"> • Included • Included • Included • \$0.28 per call • As advertised online |

2.3.2 Business Pricing Plans

If combined with a Business BB Series DSL Service, a Business customer may purchase an associated PSTN service as a ‘bundled’ product from engin at \$24.95.

Business customers may purchase a standard PSTN service as a ‘stand alone’ product from engin. The monthly Service Fee is \$34.95. For call charges, refer to Section 1, Parts 2 and 3.

Additional PSTN Services will not be provided if an existing ULLS has not been provisioned or if a customer wishes to purchase an engin PSTN Service through a Spectrum Sharing arrangement (Having a DSL Service with another provider, and wanting to set up a PSTN Service with engin simultaneously on the same ULLS).

^ It should be noted that the Residential PSTN Service is only available as a complementary Service to the Residential DSL Service. engin will not offer the Residential PSTN Service as a stand-alone product to residential customers.

* Peak Time between 8 a.m. and midnight. Off Peak Time between midnight and 8 a.m.

~ A Local Call as defined in the Numbering Plan 1997 (Cth)

Section 3 - Dictionary

You should be aware that some words have a special meaning in this Agreement. These words and their special meaning are set out below. When you see one of these words used in this Agreement, it has the meaning as set out below.

ACMA Australian Communications and Media Authority

Act Telecommunications Act 1997

ADSL Asymmetric Digital Subscriber Line - A broadband connection technology, which utilises the existing copper, wired telephone networks. It is an asymmetric line meaning that upstream upload and downstream download speeds are different, for example a 256/64KB connection can Download at 256KB/sec but only upload at 64KB/sec. ADSL connections range from 256KB to 1.5MB, which is approximately 30 times the speed of a standard 56Kb modem connection.

This is your Invoice issue date.

Afterburner is an additional 1 GB (Gigabyte) allotment of data allowance that can be purchased by the customer at any time during the billing cycle for AU\$5.00.

ATA An analog telephone adaptor (ATA) is a device used to connect a standard telephone to a computer or network so that the user can make calls over the Internet.

Bandwidth Usually measured in bits per second, this describes the amount of data a network can transport in a certain period of time. In other words, bandwidth is a capacity for rate of transfer. Low bandwidth networks can cause bottlenecks for data transfer, meaning the network can slow down or, in extreme cases, seize up. Higher bandwidth networks allow more data volume to pass through meaning there are no 'slow' periods when busy.

Billing Cycle The period between invoicing when service fees and charges are incurred from use and access to the service.

Bit (b) The smallest data unit, with the binary digit value of either 1 or 0. There are 8 bit to a byte.

Byte (B) This is a unit of information, which is 8 bits long. It is the unit most computers use to represent a character such as a letter, number or typographic symbol, e.g. "w" or "6". A byte can also be used to store a string of bits that need to be used in some larger unit for application purposes, e.g. the stream of bits that constitute a visual image.

Broadband class of communication channel capable of supporting a wide range of frequencies, typically from audio up to video frequencies. A broadband channel can carry multiple signals by dividing the total capacity into multiple, independent bandwidth channels, where each channel operates only on a specific range of frequencies.

Carriage Service Provider has the meaning given in the Act.

Carrier has the meaning given in the Act.

Charges the charges for the Service.

CLI Calling line identification.

Confidential Information all confidential information about the Service, us, our related entities, the MIBROADBAND (engin™) Network, or you, which is or has been disclosed

under or in connection with this Agreement or learnt in the performance of this Agreement, other than any of that information which:

- Was publicly known at the time it was disclosed (except if that happened because of a breach of this Agreement); or
- You or we came to know about (other than because of a breach of this Agreement)

Connected to the engin Network and activated for the Service.

Connection date/Service Commencement Date day of activation of engin service.

Consequential Loss includes:

- indirect loss and special damages;
- loss of revenue;
- loss of profits;
- loss of business;
- loss of anticipated savings;
- loss of goodwill;
- loss of data;
- claims of third parties; and
- loss or costs associated with any of the above

Content Provider any party (including a third party) who supplies Content.

Credit Approval means the applicant has met the required credit criteria set by engin including but not subject to external enquiries using credit reporting agencies permissible by the Privacy Act 1988.

Customer Service means engin customer service line 1300 305 000.

Cyclical Billing engin has designated bill run dates. Customers will be allocated the invoice issue date closest to their connection date.

Description of Service Features and Charges Section 1 of this Agreement, which describes the Service, its features Charges.

Dictionary Section 3 of this Agreement, which sets out the words that, have special meaning in this Agreement

Digital Telephone Adapter (DTA) called the Sipura Voice Box. This term is just another acronym for IAD or ATA.

Disconnected disconnected from the engin Network.

Downloads To get/receive a file from somewhere (be that the Internet or server or just any plain computer) and put this file on your computer. When you send an attached file with an e-mail note, this is just an attachment, not a download or an upload. In practice, many people use "download" and "upload" rather indiscriminately so you just have to understand the context. For example, if someone says to you "download (or upload) such-and-such a file to me by e-mail," they clearly mean "Send it to me as an attachment."

DSL (Digital Subscriber Line) is a technology that allows for the transmission of digital data over the wiring of a local telephone network.

engin™ means us, we, our, MIBROADBAND PTY LTD (ABN 70 080 250 371).

engin DSL Service means the DSL service provided to you by engin
engin™ PSTN SFOA version 1: 19/01/2010 10:52 AM

Ethernet The most widely installed LAN technology. These type networks can be wired or wireless. The most common of these networks is a system called 10Base-T. Computers that are connected to a network (other than the Internet) would usually have an Ethernet Port - this port looks like a PSTN port but is slightly longer in size.

Firewall A firewall can be a hardware device, a program or a set of programs, that protects the resources behind it from being accessed by users who are not given rights. An organisation with a LAN connected to the Internet would place a firewall at the gateway to the Internet to prevent unwanted users from gaining access to the private information saved on the LAN.

Firmware Software that has been written onto read-only memory (ROM). Can be a combination of software and hardware. ROMs for example that have data or programs recorded on them are firmware.

FoIP Fax over Internet Protocol.

Gateway A node (processing location) on a network that serves as an entrance to another network.

Geographic Numbers the Numbering Plan 1997 sets the rules for use of numbers, which is administered by the Australian Communications and Media Authority. It states that geographic telephone numbers such as the type allocated for use with the engin service, may only be used from their allocated geographic area. For example, you are not permitted to take a Melbourne number and use it from Sydney.

High Usage the maximum charges, as determined by us and notified to you from time to time, that you may incur by using the Service between the times that we invoice you.

IAD – integrated access device see also DTA

Invoice issue date The same date each month that you will receive a bill from us.

Free/Included Calls Per Month refers to the specified amount of calls in your chosen Pricing Plan that are included as a free / included allowance.

Insolvent if you are a natural person; you are declared bankrupt; if you are a company – a receiver, liquidator, provisional liquidator or administrator is appointed to you, you enter into an arrangement with your creditors or a class of your creditors, you become unable to pay your debts when they are due, or you are wound up. Interest a rate of interest equal to 2% plus the interest rate described as the 30 day. Bank Bill Swap Reference Rate: Average Bid quoted in the Australian Financial Review on the due date for payment of the overdue payment or if no such rate is quoted, the rate quoted on the day before the due date.

Internet Service Provider means supplier of your Internet broadband.

IP Internet Protocol. Is the method that defines how data is sent and received from one computer to another, on a network (including the Internet). Every computer on a network has at least one IP address which uniquely identifies a computer from all others. When data is sent or received, the message gets divided into packets. Each packet can travel by different routes but still arrive at the required destination. IP alone can not guarantee delivery of packets, nor that they will arrive in the correct order they were sent - this is where TCP (Transmission Control Protocol) comes into play.

ISP Internet Service Provider -A company, which provides other companies or individuals with access to, or presence on, the Internet (Broadband).

Kilobyte (kB) In the decimal system, kilo stands for one thousand (1,000). Since a Kilobyte is a measurement of data, the binary system is used; a kilobyte is the same as 2¹⁰ bytes or 1,024 bytes. The decimal system value is very close to the binary system value so the decimal value of 1,000 bytes can be used as approximate.

Local Calling Area This refers to the local geographical area of the number supplied to a customer. Any calls made outside of this area are classified as national or international calls. Local calls are based on the geographic local calling area of your engin telephone number.

Mac address Pre-defined 48-bit, unique address specific to every computer in the world - burnt onto the hardware. This address is not the same as an IP address. A correspondence table (known as an ARP cache) is made up of IP addresses and their respective MAC addresses - stored onto a router.

Material data in any form, which you send over the MIBROADBAND (engin™) network, includes any Content that you receive and subsequently forward to any other person.

MIBROADBAND means us and we means MIBROADBAND PTY LTD (ABN 70 080 250 371)

Modem Modulator-Demodulator - A device or program that enables a computer to transmit data over analogue telephone lines. Computer information is stored digitally, whereas information transmitted over telephone lines is transmitted in the form of analogue waves. A modem converts between these two forms.

Non-Customers those persons who have purchased an engin Voice Box but did not connect to the engin Network or have since disconnected from the Network.

PABX Private Automatic Branch exchange -A telephone exchange operated within an organisation, used for switching calls between internal lines and between internal and PSTN lines.

PC Personal Computer.

POP an access point to the Internet. A point of presences is a physical location, either part of the facilities of a telecommunications provider that the ISP rents or a separate location from the telecommunications provider, that houses servers, routers, ATM switches and digital/analogue call aggregators (excerpt from webopedia).

Ports Refers to a connection point for a cable or the identity of services offered on a server or machine. A port is virtual interfaces through which a system can interact with the world outside itself. In the physical world, a hardware port is an interface that allows you to plug in devices like the keyboard, mouse, monitor, network cable etc. Of a similar fashion, when you make a connection to a system, your connection will 'arrive' at the other remote system seeking the service you are connecting to. The local system can also connect to services running in itself. If your local computer is running a web server, then connections can 'loop back' to the local machine, the local host. The virtual port is where the service you are connecting to resides. An example is when you are browsing the Internet looking for a webpage; the most common port on a remote machine that you will connect to is port 80.

Post Paid Application Form the application form for the Service.

Pricing Plan a call plan set out in Section 2 of this Agreement.

PSTN Public Switched Telephone Network -The collection of interconnected systems operated by the various telephone companies and administrations (telcos and PTTs) around the world. Also known as the Plain Old Telephone System (POTS).

QoS Quality of Service – performance properties of the network service.

Router A device that determines the next network point to which a data packet should be forwarded enroute toward its destination. The router is connected to at least two networks and determines which way to send each data packet based on its current understanding of the state of the networks it is connected to. They allow the user to share an Internet connection with other computers on the same network and includes an in-built firewall for security. These can be added into a cabled network, using CAT5 cables, or it can be a Wireless network, utilising radio frequencies.

Service Address The address of the location where you are using your engin service. This is the address that 000 emergency services will respond to.

Service Delivery Point Is the premises where the Voice Box is physically located at any given time.

Service Fee the fixed monthly usage charge for the service.

Service Provider MIBROADBAND PTY LTD (ABN 70 080 250 371).

Service Qualification means the determination of whether a communications wire is compatible with the deployment rules for a given deployment class.

Shaping – see Throttling

Softphone an application that enables a desktop, laptop or workstation computer to function as a telephone via Voice over IP technology that uses the cables of a computer network as the medium for transmitting telephone service. Equipped with a headset or a hand-held device, and using the numbers on the keyboard to dial, the computer with soft phone software can perform the full range of telephone features available through traditional systems, such as teleconferencing and call forwarding. Soft phones typically make use of the computer's sound card for audio input and output.

Special Services the features of the Service described in Part 3 of the Description of Services and Charges.

Standard Calls voice calls described as "Standard Calls" in Part 2 of the Description of Service Features and Charges.

Switchboard allows people outside your local calling area the opportunity to call you for the cost of a local call (incoming calls only).

Terms and Conditions terms and conditions, which apply to the Service, set out in Section 4.

Throttling is a process by which the DSL connection speeds are reduced to a determined level – 64/64 kbps, as soon as your 'data allowance' limit has been passed.

Voice Box™ is a term trademarked by engin. This relates to the VoIP service adaptor that allows customers to use the engin VoIP network to make and receive calls.

Customer a person who: is connected with engin.

Pricing Plan the Pricing Plan applicable to you, being the Pricing Plan which you selected at the point of sale or activation or the Pricing Plan which you subsequently changed to with our approval.

UDP stands for “user data gram protocol”. It’s an Internet standard network layer, transport layer and session layer protocol, which provide simple but unreliable data gram services.

Uploads To give/send a file from your own computer and put this file on a server or any other computer on the network (or Internet). When you send an attached file with an e-mail note, this is just an attachment, not a download or an upload.

Usage means the measurement of time or data generated by Your Internet Access

Section 4 – Terms & Conditions

This part of this Agreement sets out the general terms and conditions, which apply in respect of the Service.

1. The Service

You agree to acquire from engin the Service on these Terms and Conditions and the terms and conditions contained in the relevant Service Description. engin agrees to provide the Services to you subject to these Terms and Conditions and the relevant Service Description provided that you meet the requirements of engin. To the extent of any inconsistency, these Terms and Conditions shall prevail over the relevant Service Description. You must ensure that third parties using the Service adhere to these Terms and Conditions.

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

It should be noted that you must be the legal lessee of the line you are connecting to the DSL service and must be over 18 years of age to connect to the Service. You agree that engin 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 been deemed to have commenced using the Service from the Service Start Date. If your request for a Service is deemed to be fraudulent, the request for the Service, or the Service itself will be terminated, and financial penalties will apply.

1.1.1 Features of the Service

The service allows you to make calls and receive calls on our network, via an access line connected to our network, from a telephone located at your premises. The service also allows you access to 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 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. engin will use its reasonable endeavours to ensure that such changes do not adversely impact your use of the Service. The Service has the features set out in the Description of Service Features and Charges.

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. Such premises must be able to connect to the underlying network via an 'access line'. You will be advised of this through a preliminary Service Qualification.

It should be noted that you must be the legal lessee of the line you are connecting to the engin PSTN Service and must be over 18 years of age to connect to the Service. You agree that engin 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.

1.1.2 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 underlying network over which we exercise no control. Certain features of the Service may not be available during upgrades, Ports or Churns made by us or our underlying Carrier. Because the engin Network is dependent on the broadband networks of other carriers over which we have no control, the engin Network may experience outages or faults. You acknowledge that engin will limit its liability to you regarding faults of this nature.

1.1.3 Miscellaneous Interruptions

Factors such as third party hardware and/or software together with factors related to your Broadband Internet connection may also cause interruptions to your engin DSL Service for which engin takes no responsibility.

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 acts of God, 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.

1.1.4 Call Termination

You are responsible for ensuring all calls that you or another person (with or without your consent) initiates on the engin PSTN Network are terminated.

1.1.5 000 Emergency Services

In the event you dial 000 emergency service from your engin connection the service address as advised by you to engin will be displayed to the 000 emergency services operator. It is your responsibility to notify engin of any changes to your service address details. If your details are not updated, incorrect information will be registered in the IPND, and in the event of the unforeseen, you may be put at risk. engin negates all liability regarding the matter stemming from non – adherence to this clause.

1.2 Equipment and 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
- 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 Pricing Plan.

You may purchase equipment from engin 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 on delivery.

Your premises will require access to the engin Network via an access line. Accessibility to the said network is not guaranteed and engin will not provide the PSTN 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 PSTN Service in the same exchange that their current number is listed in. It should be noted that the engin PSTN Service is only available as a complementary Service to the engin DSL Service. engin will not offer the engin PSTN Service as a stand alone product.

Provisioning of the engin DSL Service will take place once your order has been approved. Provisioning of the Service will normally take up to 21 business days to occur. If you cannot connect to engin because an access line does not exist, a Telstra technician may be sent out to connect your residence to an access line. You must provide the Telstra 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 Telstra against a claim by the owner or occupier of the premises in relation to Telstra's entry onto those premises to install the outlet and access line so that you can connect to our network. It is imperative that an authorised English speaking adult 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 \$10.00. Please be aware that a new date will have to be set for the connection to take place.

During the process undertaken by Telstra, 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 PSTN Service, and the time it takes for Telstra to establish the necessary connections to connect to the engin PSTN Service. Telstra will only install one outlet and one access line at your premises. If you require more than one access line to be installed, you acknowledge that it will be done by a qualified technician at your own expense.

1.2.1 Porting your existing telephone number across to engin

If you already acquire a PSTN service from a third party, we may be able to Port / Churn your Service across to the engin. If we are able to Port / Churn the Service, you authorise engin to act on your behalf to transfer your existing Service.

You are responsible to that third party for all charges incurred up to the date that you are transferred or contracted to and you are responsible for reviewing the terms and conditions of your agreement with that third party to determine what costs may be incurred by you when you Port / Churn your Service to engin.

We are not liable for any delay by, or any act or omission of, the third party from whom you acquire the PSTN Service in respect of completion of the transfer process.

We will activate the service by Porting / Churning your existing Service across from the third party provider engin. During the transfer, there may be a brief period when you will not be able to access your PSTN Service. We are not liable for any delay in the transfer process or if your transfer is rejected.

1.2.2 Service Availability

Service availability is subject to geographical, financial and technical factors. The engin DSL Service is only available where premises can be connected to the underlying Optus Internet network via an 'access line'. For technical or financial reasons, engin reserves the right not to supply you with the engin PSTN Service. The engin PSTN Service is not available throughout Australia. A preliminary Service Qualification will stipulate whether a customer can connect to the engin DSL Service. All local wiring at your premises is your responsibility. engin will

not be held liable for faults within your premises. All faults at your premises must be fixed by an accredited technician. Alternatively, you could lodge a fault resolution order with engin, and we can organise technical assistance through a third party technician. You acknowledge that all fees will be oncharged to you in the event that the fault is within your premises.

1.2.3 Transferring via Port or Churn from another C/CSP

In order to transfer your existing service to engin from another C/CSP, your service must be qualified. If your service passes the preliminary qualification, you will be allowed to apply for an engin PSTN Service. engin will not charge you for Porting or Churning a telephone number across to our network successfully, however before you do so, it is imperative to contact your current C/CSP in the event that you should have complex services e.g. fax streaming, spectrum sharing etc. and disable these features. engin will only accept Category D ports across to its network. All other ports will be rejected. You accept that during the Port or Churn process, there may be a brief interruption to your existing service. Before you transfer your phone number from another carrier or carriage service provider you should confirm the terms of your agreement with that carrier or carriage service provider, to determine what consequences, if any, there are when you transfer your phone number such as early cancellation fees.

1.2.4 Monitored Services

Where a Monitoring Service or other hard-wired telephony device is fitted on the telephone line used to deliver the engin PSTN 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 PSTN Service. Onus rests on you to advise the provider of your Monitoring Service of the changes that will be made once the engin DSL Service is provided to you. Examples of such services include 'Panic Alarms' or Surveillance equipment.

1.2.5 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 that is not owned by engin. engin will endeavour to repair all faults on our network, however limits its liability regarding any faults caused by facilities not part of the engin PSTN network. Should engin investigate a fault and determine that the fault is attributable to equipment, hardware or cabling that you own or are responsible for, engin will on charge any costs or fees passed to engin by third parties hired to investigate. Should engin agree to your request to rectify the fault, engin will on charge all costs for the work required to rectify the fault.

1.2.6 Interception

You acknowledge that engin has 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.

1.2.7 Incorrect Submission of Order

It is imperative that all orders submitted be completed correctly. engin or third parties may reject orders that are submitted with incorrect information. engin may be forced to pay a penalty for incorrectly submitted orders, and all penalties will be on-charged to you accordingly.

1.2.8 Service Relocations

If you move and the Service is available at your new address, and you wish to continue receiving the Service and you are:

- on a month to month contract: either pay the relocation fee or accept a minimum 24 month contract at your new address and pay nothing for the relocation; OR
- if on a minimum 24 month contract: either pay the relocation fee and continue with your existing contract, or restart your contract and pay nothing for relocation.

You must provide engin with at least 30 days notice when relocating.

If you accepted a minimum term agreement and you move prior to the term expiring and you do not wish to continue with the Service you must provide at least 30 days notice and a cancellation fee will apply.

1.3 Material

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 Material (voice data), will depend upon the features and functionality of your handset and the nature and quality of the Material sent; AND
- We do not provide any security (such as encryption) over any Material you send; AND
- You are responsible for any reliance on or use of any Material you send.

1.4 Calling Number/Name Display (CND)

You agree that if you do not block CND in respect of calls made from the Service, that when a call is made from the Service, your telephone number might be sent automatically to the equipment of the called party.

You further agree that if a 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 CID and therefore you shall have no claim against engin in this regard.

1.5 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 to seek the services of a C/CSP other than the default provider engin to make long distance calls, engin will charge you a monthly fee of \$3.30

1.6 Priority Assistance

At present engin does not offer a Priority Assistance service for life threatening medical conditions.

2. What you will be charged for the service

We will charge you the Charges for your use of the services applicable to the chosen Pricing Plan selected.

2.1 The Charges

The Charges include:

- A Monthly Service* fee which we will charge you on your invoice issue date, monthly in advance;
- Charges for your use of each feature of the Service which engin will charge you monthly in arrears; and
- Miscellaneous charges (for example, connection and disconnection charges if applicable) which we will also charge you monthly in arrears whenever you incur such charges, each of which are set out in the Description of Service Features and Charges and include GST (where applicable or unless otherwise indicated) but not any other government taxes, which you may also be required to pay.

* The Activation of a second line on any other date than your invoice issue date, will be charged on the next invoice for monthly service fee at a pro rata rate from the activation date to invoice issue date. Each month there after will be invoiced as per the initial connections invoice issue date.

2.2 Rounding

The actual charges we charge you may vary on your Invoice, as each Charge is rounded up to the nearest cent before GST is included.

2.3 Variations to Charges and Special Promotions

If we wish, we may:

- Change the Charges from time to time or decide not to make a particular Charge; and
- 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. engin may withdraw a promotion at any time. And unless otherwise specified or agreed to by engin, promotions may not be used in conjunction with one another. You may obtain a copy of the current Charges by visiting www.engin.com.au or contacting Customer Service on 1300 305 000.

2.4 Variation to engin DSL + PSTN Bundle

The engin PSTN Service is only available as a complementary Service to the engin DSL Service. engin will not offer the engin PSTN Service as a stand alone product. If the engin PSTN Service is terminated the engin DSL Service can be maintained or terminated as a bundle.

3. Payment for the service

3.1 Invoicing

We will issue you with invoices via your registered e-mail address that you provided at order entry (when your account was established). You will be invoiced monthly on your invoice issue date. If you do not receive your invoice it is your responsibility to notify engin immediately.

The presentation of the invoice maybe affected by the customer's choice of equipment and software. engin will not accept any responsibility for consequential presentation, distortion or absence.

3.2 Invoice charge/s

Invoices are sent via e-mail in a softcopy pdf formate from billing@engin.com.au. e-bills (invoices) do not attract a charge.

billing@engin.com.au is not a monitored email address and any billing enquiries should be sent to feedback@engin.com.au

If you request an archived or hard copy invoice you will be charged \$5.50 per invoice as set out in Section 1 of this Agreement.

3.3 Invoice Frequency

An e-bill is issued once a month, on your invoice issue date

3.4 Payment of your invoices

Upon connection to engin you agreed to make all payments from your nominated credit/charge card, unless otherwise agreed by us, at our discretion. Depending on your method of payment, you may be required to pay a surcharge (e.g. BPAY).

3.5 When must you pay your invoices

You must pay each invoice in full by the due date, that is, 15 days from your invoice issue date or on the next business day.

3.6 If you do not pay your invoices on time

If you do not pay your invoices on time or cancel your payment authority, you must pay us extra charges as set out in Section 1 of this Agreement.

3.7 High Usage

High usage is randomly monitored by engin. At our discretion we may impose a High usage alert at any point in time. If engin 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 uninvoiced charges.

At any given time a customer may view their "calls" (uninvoiced call charges) by accessing their account on engin's Self Care website www.engin.com.au.

3.8 Security Deposits

We may require you to pay a security deposit if you intend to use some Special Services. If we choose to do so, we may apply the security deposit (or any part of it), in payment of any outstanding charges.

4. Our Obligations

We have various obligations to you in relation to providing you the Service:

4.1 To provide the Service

We must supply you the Service on the terms and conditions set out in this Agreement and take all reasonable steps to ensure that you can receive the Service.

What we provide to you:

- a) Subject to MIBROADBAND Pty Ltd ABN 7 080 250 371 (“engin™”) acceptance of your application, engin provides you with the ability to make local, national, international calls and calls to mobile numbers from the local calling areas of Australia using the engin Service;
- b) These calls can terminate to:
 - i. Australian national geographic numbers (calls dialled using an Australian area code);
 - ii. Digital mobile numbers (calls dialled with a prefix 04); and
 - iii. Most international numbers (calls dialled as 0011 + Country Code).
- c) However, engin does not guarantee that you will be able to make successful calls to every valid number listed above in point b) as engin does not own or operate every part of the network/s used to provide these services to you.

4.2 Credit Assessment

When assessing your application/order for engin services, engin may at its discretion undertake a Credit Assessment to determine whether to supply you with a service. If you are a new customer to engin this Credit Assessment may include but is not limited to:

- A charge of \$1.00 against the credit/charge card supplied by you in your application/order. This charge is to ensure the credit card supplied by you is valid. The charge of \$1.00 will then be refunded the following business day;
- Your employment status;
- Your residential history;
- A Credit Check with a Credit Reporting Agency

If you are an existing engin customer this Credit Assessment may include but is not limited to:

- Your previous payment history with engin;
- Another charge of \$1.00 against a new/replacement credit card nominated by you. This charge is to ensure the credit card supplied by you is valid. The charge of \$1.00 will then be refunded the following business day.

Note - For more information regarding the Provision of Credit and the Privacy Act 1998 please refer to Section 11. Personal Information of this agreement.

Should engin decide to refuse to supply you with a service, which is entirely or partially based on information provided by a Credit Reporting agency, engin will email you within seven days to advise:

- That the application/order for engin services has been refused;
- That the decision was entirely or partially based on information about you, provided to engin by a Credit Reporting Agency;
- The name and address of the Credit Reporting Agency; and
- Your right to obtain access to your credit file from the Credit Reporting Agency.

4.3 Quality of Service

engin's commitment and position on QoS is as follows:

- It is technically impractical to guarantee that the Service is free of fault or error and that there always is sufficient capacity to carry all calls attempted using the Service. engin will undertake to provide the Service using the reasonable care and skill of a competent carriage service provider.
- The choice of devices and telephone handset may affect the quality of your call.

Despite any other provision of these Terms and Conditions or the Service Description, engin will not be liable to you, or any person claiming through you, in contract, tort or otherwise (including negligence) for any loss or damage arising from suspension of the Service or any faults arising in the Service in accordance with this clause.

4.4 Customer Service Guarantee Waiver

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.

As you have made an acknowledgement to waive your protection and rights under the Customer Service Guarantee in return for significant benefits being low cost call rates and technical support on the engin PSTN Service, engin will not guarantee adherence to the minimum terms set by the CSG to resolve any issues that may arise from a fault in your PSTN connection. As such, any associated fault that may restrict PSTN access will not be addressed according to the minimum terms set by the CSG.

Information about the CSG is available at www.acma.gov.au.

4.5 Numbering

4.5.1 Rights of Use

All telephone numbers are selected, issued and used by engin in accordance with the Australian Communications and Media Authority's Numbering Plan and Telecommunications Numbering Plan Declaration Number Declarations (Numbering Declaration). Numbers are automatically allocated to your engin service upon activation in line with the Telecommunications Numbering Plan 1997.

On connecting to an engin PSTN service, you will be allocated a 10 digit phone number that is representative of your geographical location and you will have rights of use of this number under the ACIF Industry Code C566:2005 'Rights of use of Numbers'. Although the number will be issued to you under the terms of the Numbering Declaration and ACMA's Numbering engin™ PSTN SFOA

Plan, you will not be the owner of the number. Your right to use the phone number is terminated if you no longer operate a service associated with that phone number, unless you port the number across to another C/CSP. If you no longer utilise the telephone number for a service, the number will be allocated to another customer in accordance with the Numbering Plan.

We may agree with you to reserve a number for future use for an agreed period of time, at our discretion. During this time we will not issue this number to another party.

In the event of the unforeseen, we may be required to recover and replace the phone number issued to you originally in order to comply with the ACMA's Numbering Plan, or any other relevant Codes, Declarations or Statutes. We will provide you with as much notice as is reasonably practicable if this is required.

We will comply with the 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. We will notify the customer of any numbering change affecting the customer as soon as practical. We will not be held liable for any expense or loss incurred by you or your business.

4.5.2 Effect of Geographical 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 we PSTN service may only be used from their allocated geographic area. For example, you are not permitted to use a Melbourne number from Sydney. Accordingly, when making an application, you will be issued with a telephone number that best represents your geographical location.

4.6 Service Barring

You may ask to bar your we PSTN telephone number at any time. We will bar your service completely or partially depending on your request. If a service is completely barred, you will not have access to local, national, international, mobile or special service numbers and will not be able to receive calls. You will still have access to emergency service numbers. Partial barring can be customised so that you can bar calls to international, mobile, long distance/national and special service number. You will have access to local numbers and emergency numbers.

Ordinarily, upon your request we must bar your we telephone number. Circumstances under which we will not bar an we telephone number occurs when:

- To do so would adversely impact upon another person's use of the Service in good faith.

We must, upon your request:

- Subject to Section 7 of this Agreement, unbar an we telephone number that you previously requested us to block.

(Refer to 6.1.9 in operations manual – certain barring facilities are not clearly explained).

4.7 Contributory Loss

engin's liability for any loss, cost or damage suffered or incurred by you in connection with the engin DSL Service is reduced to the extent that your acts or omissions, equipment or third parties cause or contribute to that loss, cost or damage.

5. Your Obligations

You have various obligations to us in relation to the use of the Service.

5.1 Payment obligations

You must pay us all the Charges and fees, which you incur accessing and using the Service. Together with all applicable government taxes and charges by the due date of your invoice.

You agree that all Charges incurred by you in using the engin Service are your responsibility, irrespective of whether you or another person (with or without your consent) used this Service i.e. to make calls and incur charges without your knowledge.

We have chosen to structure our charges so that all monthly Service Fees are charged in advance and any call charges are charged in arrears.

- You must provide us with your credit card details, or alternate payment details (agreed to by us at our discretion) and advise of any changes to these details, for the purposes of paying for your engin Service. We may:
 - (a) Charge all fees to your nominated payment method on a monthly basis from your Service commencement date;
 - (b) Disclose your payment details to, and obtain information from, any financial institution to verify the payment details;
- You must take steps to verify that there you have sufficient funds on your credit card / account to meet likely fees.
-
- You must take all steps to ensure that engin is notified of any changes to your payment details.
-
- If any amount owed by you remains unpaid after the due date, we may terminate this Agreement.
- Processing and verification procedures may mean that not all calls made during the period covered by an invoice can be included in that invoice. engin may include those calls in any subsequent invoices for a period of up to 190 days after the call was made.
- Your invoice will be calculated by reference to data recorded or logged by engin. Records held and call-logging procedures adopted by engin will be conclusive evidence of the usage of the Service and the charges payable by you.
- If your accumulated call charges for use of the Service are deemed as high usage at any time, engin may at engin's discretion, suspend your access to the Service. engin may suspend provision of the Service to you without prior notice.

- In addition, engin may impose a charge on you to cover engin’s reasonable expenses and costs incurred in enforcing any failure or delay in your payment.
- You must pay any taxes (including, without limitation, any goods and services tax), duties, stamp duties, imposts, levies or government charges relating to your use of the Service.

Despite anything in these Terms and Conditions, engin will not continue to provide you with the Service, as a result of any unpaid charges extending beyond 60 days from the date that the charges were due for payment. If any amounts are outstanding beyond 60 days from the date on which payment for those charges was due, this Agreement maybe terminated by engin immediately and you will be required to pay all outstanding charges to engin immediately.

- After debt collection activities, your account remains unpaid in part or in whole for a period of two months (60 days) from the due date, your information maybe referred to a debt collection agency or credit reference agency. engin may charge reasonable expenses in connection with recovery of late payments (including the costs of engaging a mercantile recovery agency). If engin engages a mercantile agent or institutes legal proceedings to recover any outstanding amounts due under the terms and conditions of this contract, you will, to the extent permitted by law, be liable for engin’s costs of taking that action.
- If you are declared to be experiencing financial hardship under engin’s Financial Hardship Policy and your account remains unpaid in part or in whole for a period of two months (60 days) from the due date, engin may agree to extend repayment of any outstanding fees beyond 60 days.
- If you believe there is an error with your account, please let us know immediately. If we agree that there is an error, engin will endeavour to rectify this error to reflect on your next invoice.

5.2 Obligations regarding use of the Service

You must take all reasonable steps to ensure that any other person who uses the Service via your Voice Box™ or Soft phone must only use the Service in accordance with this Agreement or otherwise in a manner approved by us;

Part 1 - You must not use the Service, attempt to use the Service or allow the Service to be used in any way that involves:

Breach of law

- (a) Which results in you or engin™ breaching, or being involved in a breach of a law, order or regulation (including a foreign law, order or regulation), a mandatory code of conduct; or a voluntary code of conduct that you have agreed to comply with;
- (b) Damage to property or people which results, or could result, in damage to property or injury to any person;
- (c) To harass, menace or stalk people;

Protection of minors

- (d) Which enables a minor to access material inappropriate for a minor or to establish (or try to establish) contact with a minor not otherwise known to you;

Discrimination

- (e) Which unlawfully incites discrimination, hate or violence towards one person or group, for example because of their race, religion, gender or nationality;

Obscene, defamatory, offensive, abusive

- (f) To send, display or be otherwise involved in material, which is
Obscene or defamatory;
- (g) Which is, or which would be considered by a reasonable person to be, offensive or abusive;

Illegal business practices and gambling

- (h) To engage in any misleading or deceptive business or marketing practice;
- (i) that involves providing or promoting illegal pyramid selling schemes or unlawful gambling or gaming activities;

The rights of others

- (l) Which infringes engin™ or any other person's rights (including intellectual property rights and moral rights);
- (k) Which constitutes a misuse of engin™ or any other person's confidential information; or
- (l) Which results in a breach by you of any obligation that you owe to any person.
- (m) Resell, distribute or reproduce any part of the Service;
- (n) Use calling line identification or information derived from calling line identification except in accordance with the Privacy Act
- (o) Disclose to any person any Confidential Information, security number or password provided by us (including but not limited to your customer number, or personal identification number).

You indemnify and shall keep engin indemnified against all claims, costs, loss, expenses or injuries arising in relation to a breach of this clause.

Part 2-When using this Service, you will ensure that you and others comply at all times with all laws and obligations, regulations, codes or determinations or any other requirements of any government or statutory authority, including licence conditions, applicable to the Services and their use. Failure to comply with any licence, permit or authorisation relating to the connection of equipment to the Service Delivery Point or the use of the Services may result in immediate termination of the agreement;

Part 3- If you change your address, (residential or e-mail), you must inform us immediately of such a change. If the status of your line with your local network operator changes, this may affect your access to certain Services, and you should advise one of our Customer Service Representatives on 1300 305 000.

5.3 Customer Service

If you are disconnected during a call, or experience a fault using the Service you believe to be caused by our network or engin hardware or software, call 1300 305 000 and inform a Customer Service Representative of your difficulties. We will attempt to resolve any problems as soon as practicable. You may connect your hardware to a LAN for private use. However the set-up and configuration of a LAN may not supported by Customer Service.

5.4 Tampering with physical connections

You agree not to tamper with the access line drawn to your residence. Should you or a non-certified technician tamper with the cabling, engin cannot guarantee that the functionality of your service can be maintained in the event of damage.

engin reserves the right to terminate your agreement and service should you tamper, and you will be responsible for all call charges and Service fees incurred by you prior to disconnection/termination. Furthermore, should any tampering have any adverse affect on the engin Network, engin may exercise it's right to seek damages from you by way of financial restitution.

5.5 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 PSTN 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 you billing itemisation regularly in order to circumvent such activities.

If you are responsible for the fraudulent use of an engin PSTN 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.

5.6 Broadband connection requirement

It should be noted that then engin PSTN Service is not a stand alone product, and is a complementary service offering to the engin DSL Service. It is therefore a prerequisite to purchase the engin DSL Service first should you wish to purchase the engin PSTN Service

6. Agreement Term

6.1 No fixed term agreement:

- Commences when you are first connected;
- Ends when it is terminated by either us under paragraphs 7.4, 7.5 OR you under paragraph 7.6.

6.2 Minimum fixed term agreement:

- Commences when you are first connected;
- Ends when it is terminated by us under paragraphs 7.4, 7.5; OR
- Ends when it is terminated by you under paragraph 7.6 on your invoice issue date and upon the expiration of the minimum term specified in your chosen pricing plan; OR
- Ends where the minimum term has expired and you have continued to use the service on a month-to-month basis and thereafter until terminated by you in accordance with paragraph 7.6.

7. Suspension of the Service and Termination of this Agreement

Although engin will endeavour to give as much notice as reasonably practicable, engin may suspend the Service at any time.

7.1 Suspension for High Usage/Unusual Usage

engin randomly monitors high usage as outlined in clause 3.7. 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 invoiced Charges total; and
- Any unusual calling use patterns.

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

7.3 Immediate suspension, limitation and termination in our absolute discretion

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 7, 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 engin Network or any of our other systems or equipment;
 - The Service (or any feature of it) is being used to commit unauthorised, criminal or unlawful activities;
 - If engin becomes aware of unauthorised equipment being used on our network, we will issue you with a formal written warning to discontinue use and remove the equipment. If you do not comply with this request, engin will take steps to immediately disconnect you from the network. Please refer to clause 5.6

You will be responsible for any costs incurred in:

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

7.4 Immediate suspension, limitation and termination on instruction of certain third parties or for technical problems

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

- ❑ We are required to do so by: a regulatory authority such as the ACMA; or the law, or a law enforcement agency;
- ❑ We are obliged to do so on the request of a Content Provider; or
- ❑ There are technical problems with the engin Network, which require corrective action by us.

7.5 Suspension, limitation and termination with notice

In addition to our rights above, we may, by giving you reasonable notice (in any event at least 14 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.

7.6 Your right to terminate this Agreement

You may terminate this Agreement by contacting us on 1300 305 000 between 9am - 6pm AEST Business Days. We will charge you for all Charges you incur (including the Monthly Service fee) up to the time actual termination takes place. If you have purchased the Service at a discounted rate and agreed to a minimum term contract connection period, you will be required to pay out the remainder of the contract, as well as the original connection fee that was subsidised.

7.7 Termination as a Result of Porting / Churning away from engin

You may terminate this Agreement by Porting / Churning your engin PSTN telephone number to another C/CSP at any point. Should you port you number across to another provider and you have purchased the Service at a discounted rate and agreed to a minimum contract term, you will be required to pay out the remainder of the contract, as well as the original connection fee that was subsidised.

Local number portability (LNP) is supported conditionally. For reasons of technical feasibility, engin cannot offer split bundles to a customer with a DSL bundle consisting of a DSL connection and an associated PSTN Service. If a customer wants to port or churn a telephone number away from engin, they will also need to disconnect their DSL Service, as neither Service, DSL nor PSTN, can be transferred independently.

8. Consequences of Suspension or Limitation

If we suspend or limit the Service (or any feature of it), you will be barred from using the Service (or the feature of it which we suspend/limit) until we un-bar the Service (or the feature of it which we have suspended/limited). 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), except where we suspend or limit the Service under paragraph 7.5.

IMPORTANT – 000 Emergency Services will not be accessible from a suspended service, that has been barred (full call restrictions preventing calls made to and from the service). Also refer to Section 14.2 ‘000 Emergency Services’ of this Agreement.

9. Consequences of Termination

On termination of this Agreement:

- We will; stop providing you the Service and disconnect you; and send you a final invoice for all accrued and outstanding Charges; and
- You will no longer have the right to use the Service.

10. Obligations on Termination

- If this Agreement is terminated: you must pay
 - ❑ All amounts, which you owe us under this Agreement by the due date on your final invoice.
- We must refund to you any monies we hold on your behalf after you have paid us all the amounts, which you owe us under this Agreement.
- We may, if we choose, offset against any amounts we hold on your behalf (for example, a security deposit), any amounts, which you owe us.
- You acknowledge that, we may not pay you an amount we owe you because:
 - ❑ We are unable to locate you; or
 - ❑ Your nominated credit card / payment account is no longer valid.

11. Personal Information

11.1 Provision of Credit and Privacy Act 1988 (Cth)

Part 1 - You acknowledge that engin may give information about you to a credit-reporting agency for the following purposes:

- To obtain a consumer credit report about you; and/or
- To allow the credit-reporting agency to create or maintain a credit information file containing information about you; provided that:
 - Identity particulars – your name, sex, address (and the previous two addresses), date of birth, name of employer and drivers licence number;
 - your application for credit or commercial credit – the fact that you have applied for credit and the amount;
 - the fact that engin is a current credit provider to you;
 - payments which are overdue by more than 60 days and for which debt collection action has started;
 - advice that your payments are no longer overdue in respect of any default that has been listed;
 - information that, in the opinion of engin, you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations); and
- This information is limited to:
 - (i) Identity particulars – your name, sex, address (and the previous two addresses), date of birth, name of employer and drivers licence number;
 - (ii) your application for credit or commercial credit – the fact that you have applied for credit and the amount;
 - (iii) the fact that engin is a current credit provider to you;
 - (iv) payments which are overdue by more than 60 days and for which debt collection action has started;
 - (v) advice that your payments are no longer overdue in respect of any default that has been listed;
 - (vi) information that, in the opinion of engin, you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations); and
- This information may be given before, during or after the provision of credit to you.

Part 2 - You agree that engin may obtain information about you from:

- A business which provides information about the commercial credit worthiness of persons; and/or
- A credit-reporting agency, for the purpose of assessing your application for consumer credit.

Part 3 - You agree that engin may exchange information about you with those credit providers names in your credit application or names in a consumer credit report issued by a credit reporting agency for the following purposes:

- (a) To assess an application by you for credit;
- (b) To notify other credit providers of a default by you;
- (c) To exchange information with other credit providers as to the status of this credit facility where you are in default with other credit providers; and/or
- (d) To assess your credit worthiness.

Part 4 - You acknowledge that the information exchanged pursuant to clause 4.3 can include anything about your credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

Part 5 - Calling Number Display: If you do not bar CND in respect to calls made from the Service, you agree that when a call is made from the Service, your telephone number may be sent automatically to the receiver of the called party. You further acknowledge that if a party calling the Service has not barred CND from 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 CID and shall have no claim against engin in this regard. You can request a blocking of your CND by calling 1300 305 000.

11.2 Collection

Agents and/or our service providers may collect personal information about you for the primary purpose of providing you the Service. If you do not provide personal information to us, we will not be able to provide you the Service.

11.3 Use

We may use personal information about you for purposes that are related to providing you with the Service and which you would reasonably expect us to use that information for (including for invoicing purposes).

We may also undertake market and product analysis based on your use of the Service and contact you with information about new developments, products, services and special offers by post, telephone and automated means such as your registered e-mail, WAP and the World Wide Web.

Under s18 (1) of the Spam Act 2003, you agree and acknowledge that:

- We may send you commercial electronic messages or marketing material however you can, at any time, opt-out of receiving marketing material by replying to the email, e-mailing feedback@engin.com.au or contacting Customer Service on 1300 305 000.

You also agree and acknowledge that we will still need to send you essential information about your engin account or changes to the Service via your registered e-mail address.

11.4 Access and Correction

If you request (in writing), we will:

- Provide you with the personal information we have about you, with the exception of sub-clause 6.1 of the National Privacy Principles; or

- Correct personal information or note that information about you is inaccurate, incomplete or out of date, in accordance with our privacy policy (which you can view at our web-site www.engin.com.au) and the *Privacy Act*.
- Written requests should be made to:
 - The Privacy Manager
 - engin
 - Locked Bag 1002
 - FRENCHS FOREST NSW 2086
- A certified copy of photo identification including current Drivers License, proof of age card or passport must accompany the written request.
- engin will only send the requested information to the customer via registered post.

11.5 Disclosure

We may receive and disclose personal information or documents about you to or from:

- Credit providers or credit reporting agencies for purposes permitted under the *Privacy Act*;
- Law enforcement agencies to assist them in the prevention of criminal activity; or

Our service and content providers, dealers and agents, or any company within the MIBROADBAND group for purposes that are related to providing you with the service and which you would reasonably expect us to use that information for. We may disclose personal information about you to other third parties if required by law or if we are permitted to make such disclosure under the *Privacy Act* or other legislation. In all other circumstances, we will not disclose personal information about you without your consent.

11.7 Acknowledgment

You acknowledge and give consent that any calls you make to our Customer Service centre may be monitored and/or recorded for quality training purposes.

If you wish for your call not to be monitored and/or recorded please advise the operator upon commencement of the call.

11.8 Privacy Policy

By providing personal information to engin and obtaining the Service, you acknowledge and consent to the collection, use and disclosure of your personal information as set out in this standard form of agreement.

11.9 SPAM

With your express or inferred consent we may now and again send you commercial electronic messages. The Spam Act 2003 prohibits unsolicited commercial electronic messaging, which covers emails, instant messaging, SMS and other mobile phone messaging. The message must be commercial in nature. Commercial electronic messages must accurately identify their sender, and include a way for the recipient to unsubscribe from future such messages. The Australian Communications Authority is responsible for enforcing the provisions of the Spam Act 2003.

11.10 IPND

The Intergrated Public Number Database is an industry-wide database of all listed and unlisted public telephone numbers. In accordance with the ACIF IPND Code and the Telecommunications Act, carriers and carriage service providers are obligated to update this data base daily with information such as the customer's name, the customer's address, the

name of the service provider, what the number is to be used for (private or business) and whether the public telephone number is to be listed or unlisted in telephone directories.

In certain circumstances information held in the database maybe disclosed for approved purposes such as operator and directory assistance services, publishing public number directories, use by emergency services and law enforcement agencies and any other activity specified by ACMA. For example law enforcement and emergency services have access to numbers and information held on this database regardless of whether numbers are listed or unlisted.

12. Liability and Indemnity

12.1 Our liability to you

You agree to use the Service (and each of its features) accepting full risk and responsibility in doing so. You agree that, subject to paragraphs 12.2 and 12.3 below, we are not liable to you for any loss or damage (including Consequential Loss) whatsoever arising (including for engine breach of this Agreement) which you suffer under or in connection with this Agreement or the supply of the Service, unless you suffer direct loss or damage because of any negligent act or negligent omission by us under or in connection with this Agreement, in which event we will be liable to you for any such direct loss or damage suffered (but, for avoidance of doubt, not any Consequential Loss suffered). For example, we are not liable to you for any loss or damage (including Consequential Loss) you suffer as a result of:

- You or any other person using the Service or any of its features for any purpose (including a purpose in breach of this Agreement);
- Any person accessing or using Material you send or doing anything on the basis of Material you send;
- Any Material you send being inaccurate, incomplete, not current or of inadequate quality, or otherwise in breach of your obligations under this Agreement regarding use of the Service;
- Us Adapting any Material to enable it to be received or sent (which under paragraph 1.5 you agree we may do as we reasonably determine);
- You not receiving any material, or a delay in you receiving any material you have requested;
- Any person to whom you send or attempt to send Material not receiving the Material, or a delay in that person receiving the Material.

12.2 Implied representations and warranties and our maximum liability to you

Subject to the paragraph 12.3 below:

- To the extent legally permissible, all conditions, terms and warranties which may be implied by custom, law or legislation into this Agreement are excluded; and
- Our maximum liability to you under or in connection with this Agreement, the supply of the Service, for any negligent act or omission by us (including our employees, contractors and agents) or for any other liability which is not excluded under this Agreement, will not be more than the total Charges paid by you under this Agreement: during the 1 month period prior to your claim; or if this Agreement started less than month prior to your claim, since the start of this Agreement.

12.3 Liability, which we cannot exclude

Despite any of the above, we will be liable to you under any rights, which you may have under the *Trade Practices Act 1974* and other legislation, for which we cannot exclude our

liability. Even so, where our liability in respect of such rights can be limited, it is limited as we choose, to:

- In the case of goods, the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or acquiring equivalent goods; or the payment of the cost of having the goods repaired; and
- In the case of services, the supply of the services again; of the payment of the cost of having the services supplied again.

12.4 You indemnify us

You indemnify us (that is, we can make you pay for) any loss or damage we suffer relating to the use of the engine service by you. This indemnity does not apply to any loss or damage we suffer as a result of any wilful misconduct or reckless act or omission by us. Your obligations under this indemnity will continue despite:

- The termination of this Agreement; or
- The occurrence of any other thing, until all monies you owe us have been paid in full.

12.9 SPAM

With your express or inferred consent we may send commercial electronic messages to your nominated email address. The Spam Act 2003 prohibits unsolicited commercial electronic messaging, which covers emails, instant messaging, SMS and other mobile phone messaging. The message must be commercial in nature. Commercial electronic messages must accurately identify their sender, and include a way for the recipient to unsubscribe from future such messages. The Australian Communications Authority is responsible for enforcing the provisions of the Spam Act 2003.

13. Miscellaneous Terms

13.1 Assurances

By entering into this Agreement you assure us that:

- You have provided full and accurate personal information to us in connection with this Agreement and that you will continue to ensure this information is accurate whilst there continues to be an Agreement between the parties (you and engine) in place;
- You have full power and authority to enter into this Agreement; and
- You will do all that you need to do to perform your obligations under this Agreement.

By entering this Agreement we assure you that:

- We are a carriage service provider/carrier under the Act; and
- Subject to the terms and conditions of this Agreement, we will provide the Service with all reasonable care and in a timely manner.

13.2 Assignment

You may not transfer any rights and obligations under this Agreement without us first agreeing in writing.

We may, without telling you:

- a) Transfer our rights and obligations under this Agreement to anyone else;
- b) Temporarily or permanently get anyone else to perform our obligations under this Agreement on our behalf; or

- c) Require you to sign an agreement in the form of this Agreement with anyone else we nominate (or, if we cannot find you, we may sign such an agreement on your behalf which, upon entering this Agreement, you authorise us to do).

13.3 Enforceability

If any term in this Agreement or a right of either of us under this Agreement is not enforceable in a certain State or Territory of Australia, that does not mean that:

- That term or right is not enforceable in any other State or Territory of Australia; or
- Any other term or right is not enforceable in that State or Territory of Australia or in any other State or Territory of Australia.

13.4 Waiver

The only way in which we can be said to have given up any rights we have under this Agreement is if we agree to do so in writing. Even if we give up one of our rights under this Agreement in a particular circumstance that does not mean that we have generally given up that right. If we do not exercise a right or are slow in doing so that does not mean that we have given it up.

13.5 Variation

You acknowledge that engin may vary the terms of use of the Standard Form of Agreement from time to time, to better reflect the nature of the Service provided to you. engin will supply notice of changes being made no less than twenty-one days prior to the change taking place. Changes made to the Standard Form of Agreement should have minimal impact on the customer and the original terms to which the customer agreed to. Accordingly, if the variation is detrimental, we will publish the terms of the variation in your invoice or in a major periodical, such as a daily newspaper, in your capital city. If the variation proves to be detrimental, engin will allow you to cancel your minimum agreement without incurring Service contract termination charges. All outstanding charges related to Service use, installation or hardware will stand.

13.6 Standard Form of Agreement

This Agreement constitutes a Standard Form of Agreement with the meaning of the Act and is subject to the Act.

13.7 Inconsistency

If there is any inconsistency between this Agreement and any brochures or other marketing or advertising material, which relate to the Service or this Agreement then this Agreement prevails to the extent of the inconsistency.

13.8 Severance

If a provision, clause or aspect of this Agreement is void or unenforceable, it will be severed and the remainder of our CRA will not be affected.

13.9 Commission

You acknowledge that we may pay an agent a commission for introducing you to us and/or the Service.

13.10 Notices

You agree that we may give any written notice to you in connection with, or required by, this Agreement by:

- Sending the notice to the e-mail address, postal address or fax number, which you advise us of in your application or otherwise. Where engin is entitled to notify you of information relating to the SFOA and changes to it by email, you acknowledge that you have consented to engin sending such notices to your nominated email addresses;
- If the change is deemed to be detrimental engin will, prior to the change taking place, supply a notice of varying terms no less than 21 (twenty-one) days prior to the change taking place. Which complies with the Telecommunications (Standard Form of Agreement Information) Determination 2003.

The current version of the full Standard Form of Agreement is available by visiting www.engin.com.au or contacting engin or the ACMA.

13.11 Complaints

engin has implemented an internal customer complaints procedure engin which is designed to resolve your complaint with minimal disconcert and expense. This complaints procedure has been written in accordance with ACIF's (Australian Communications Industry Forum) "Complaint Handling Code – C547:2004" and is available by phoning Customer Service on 1300 305 000.

You may complain verbally by calling an engin Customer Service representative on 1300 305 000, or in writing to CustomerRelations@engin.com.au

The Telecommunications Industry Ombudsman (TIO) can also resolve disputes between telecommunication companies and their customers. The TIO is an independent body that provides a free service. The TIO describes itself as an office of last resort. It only takes up a complaint if the customer has first tried to resolve it with the relevant company. The Office of Fair Trading (or similar) in your State or Territory may also investigate consumer complaints.

13.12 Governing law & jurisdiction

The laws of New South Wales govern this Agreement. Each of us agrees to submit (and may not subsequently change our mind about doing so) to the exclusive jurisdiction of the courts of New South Wales.

If you do not understand this Agreement please call:

- Customer Service on 1300 305 000; or
- The National Relay Service for communications assistance or the Translating and Interpreting Service on 131 450 to ask an interpreter to contact us for help.

Please contact our Customer Service if you would like a copy of this Agreement in an alternative format, for example, large print size. You may access this Agreement at www.engin.com.au

13.13 30 Day trial period

engin offers a 30-day trial period on the Voice Boxes, commencing from the date of delivery (or purchase if from an authorised dealer). If you exercise your right to return the Voice Boxes within the 30-day trial period, it must be returned to place of purchase.

engin will only accept the Voice Box back as a complete kit in the condition and packaging it was originally received. The complete kit is inclusive of the Voice Box, Ethernet cable, power engin™ PSTN SFOA

adapter and manual. If the package, Voice Box or included items are damaged you will be charged the full-recommended retail price for the kit. You are fully responsible for the safe return of the Voice Box kit until such time as it is received by engin.

If you choose to apply the option of the 30-day trial period you will still be required to give engin verbal notice to disconnect. And you are still required to pay for all call charges and Service fees incurred from connection up to and including the time and date the Service is disconnected.

If you choose to change your engin service over to the BYO service your 30-day trial period will become void. engin will not accept the return of hardware that has been reconfigured and had the engin settings removed.

13.14 Website

Acceptance

Please note that by accessing, browsing or using our web site, you acknowledge that you have read and agreed to be bound by these terms of use and our privacy policy and statement.

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engin may unilaterally revise these terms and conditions without notice and any such changes shall be effective upon posting. By using this web site, you agree to be bound by any such revisions and should therefore periodically visit this page to determine the then-current Terms of Use to which you are bound.

14. Service Limitations/Differences

14.1 Priority Assistance

At present engin does not offer a Priority Assistance service for life threatening medical conditions.