



Standard Form of Agreement: VoIP Service Description

MIBROADBAND PTY LTD
ABN 70 080 250 371

Contact engin

If you have any concerns or queries, you may contact us as follows:

By Telephone	<u>Customer Service</u> Trading Hours: Monday – Friday: 8 a.m. – 9 p.m. (AEST / AEDT) Saturday: 9 a.m. – 3 p.m. (AEST / AEDT) Contact Number: 1300 305 000
Non English Speaking Customers*	<u>Translating and Interpreting Service (TIS)</u> Contact Number: 131450
Communication, Speech or Hearing Impairments*	<u>National Relay Service</u> Contact Number: 133 677
Postal Contact	Customer Service Manager Locked Bag 1002 Frenchs Forest 2086
Fax	Contact Number: (02) 89855801
email	feedback@engin.com.au

* Non English speaking or communication impaired customers may contact engin with the assistance of an advocate whose only involvement would be to relay, interpret or translate.

If the arrangement is to be permanent, you may elect that your advocate be your Authorised Representative.

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Introduction

The *Standard Form of Agreement: VoIP Service Description* sets out the terms and conditions of the Service, relating specifically to the VoIP Service. To the extent of any inconsistency, the *Standard Form of Agreement: General Terms* shall prevail over the relevant Service Description.

The *Standard Form of Agreement: VoIP Service Description* has been partitioned into x sections:

Section One – The Service
Section Two – Charges and Billing
Section Three – Service Features
Section Four – Miscellanea
Section Five – Suspension and Termination of Service

IMPORTANT: This agreement must be read in conjunction with the engin *Standard Form of Agreement: General Terms*, as well as all other relevant Service Descriptions e.g. *Standard Form of Agreement: DSL Service Description*, where required.

Section One – The Service

You agree to acquire the Service from engin, on these *Standard Form of Agreement: VoIP Service Description*, *Standard Form of Agreement: General Terms*, and any other terms and conditions, ancillary or necessary that are to be read in conjunction with *Standard Form of Agreement: VoIP Service Agreement*.

To the extent of any inconsistencies, the *Standard Form of Agreement: General Terms* shall prevail. To the extent of any inconsistencies between the relevant Service Descriptions, the *Standard Form of Agreement: VoIP Service Description* shall prevail when contextualised, particularly with regard to matters relating to VoIP Telephony.

When using the Service to make and receive VoIP calls, you are utilising bandwidth and data. Accordingly your Internet service provider will classify the use of the engin Service as data usage.

All timed voice calls are charged in one minute blocks unless otherwise specified. In the event that calls are not charged in one minuted blocks, they will be charged for the first full minute and per second thereafter.

1.1 Voice Calls

Local and National Calls

Make calls using the Service to PSTN telephone Services with a Geographical Number throughout Australia. Connected calls with a duration of one or more seconds will be charged at the advised rate. Irrespective of when a call is made, the standard call rate remains constant. Call charges include GST and are rounded up to the nearest whole cent on individual calls. All Local Calls are untimed by law. National Calls (calls throughout Australia that are not local calls within the meaning of the Telecommunications Act 1997) are charged at a flat rate by engin, unless otherwise advised.

Calls to Australian Mobiles

Make calls using the Service to Australian mobile telephone Services with an appropriate Mobile Telephone Number registered to any Australian mobile telecommunications network. Connected calls with a duration of one or more seconds will be charged at the advised rate. Irrespective of when a call is made, the standard call rate remains constant. Call charges include GST and are rounded up to the nearest whole cent on individual calls. All Mobile calls are timed unless otherwise specified.

Calls to International Destinations

Make calls using the Service to residential fixed line, International Special Service or mobile International telephone Services. You will be charged for all connected International calls. Calls rates vary by destination and call type. Connected calls with a duration of one or more seconds will be charged at the advised rate. All International calls are timed unless otherwise specified. Call charges include GST and are rounded up to the nearest whole cent on individual calls. Prior to making calls, we recommend that you ascertain what kind of service you are calling e.g. International mobile, special service, residential landline etc.

Please be advised that calls will be mapped to international destinations by engin's underlying carriers. We bear no responsibility for the methods used by our underlying carriers in mapping international calls e.g. calls made to disputed international territories will be mapped in a manner that would see calls terminate in different zoning units. Accordingly, engin makes no guarantee that calls will be mapped to destinations according to your expectations. engin does not guarantee that you will be able to make successful calls to every valid telecommunications number as engin does not operate every aspect of the telephone network used to provide the Service to you. Furthermore, engin may bar calls to certain International Destinations if calls pose a real threat to the engin network, our customers or national security.

All costs charged by our underlying carriers will be passed onto you appropriately.

To place call restrictions against International Calls, please contact engin Customers Service on 1300 305 000.

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 Destinations you will be affected.

PLEASE NOTE – INTERNATIONAL CALL RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Special Services

Make calls using the Service to Special Service Numbers throughout Australia. Connected calls with a duration of one or more seconds will be charged at the advised rate. Irrespective of when a call is made, the standard call rate remains constant. Call charges include GST and are rounded up to the nearest whole cent on individual calls. Rates vary by call type and destination. Please note that certain Special Service Calls cannot be made over the engin network.

Service Calls Type	Associated Charges
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	\$1.00 per minute with \$1.20 flagfall (GST inc.)
1234 Sensis	Not available for use
1223	\$0.66 (GST inc.) 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 service	\$0.28 (GST inc.) fixed fee per call
13x xxx service	\$0.28 (GST inc.) fixed fee per call
1345 xxxx service	Not available for use
18xx xxx xxx Freephone service	Free of engin charges
19xx xxx xxx Premium rate service	Not available for use
019 Data Numbers	\$0.28 (GST inc.) fixed fee per call
189 xx Calling Card service	\$0.10 (GST inc) fixed fee per call
Australian Mobile to International Interconnect	Not available for use

engin to engin Calls

Make calls using the Service to other numbers connected on the engin Network. All calls from one engin VoIP Service to another engin VoIP Service are free of any call charges.

Emergency Service Calls

When you dial '000' from the engin Service, you will be connected to Emergency Services. IT IS IMPERATIVE THAT YOU UNDERSTAND THAT THE ENGIN SERVICE CANNOT BE UTILISED IF THERE IS A POWER OUTAGE, WHEN YOUR INTERNET CONNECTION IS INTERRUPTED OR IF THE HARDWARE YOU ARE USING TO ACCESS THE SERVICE IS IN ANY WAY FLAWED. We recommend that you have an alternative telecommunications service such as a cellular, fixed line or satellite telephone connection to contact Emergency Services in the event of the unforeseen.

IT IS ILLEGAL FOR YOU TO RELOCATE THE SERVICE FROM ONE DESTINATION TO ANOTHER. Accordingly you must advise engin of any charges to your personal and address details so that Emergency Service Calls are connected correctly.

1.2 Value Added Services

Value Added Services are additional features available to you at no cost, unless otherwise specified. For more information on the use of these features, please contact engin on 1300 305 000. Access to and use of these features may vary depending on the hardware and software you use.

Value Added Services	Associated Charges
<p>Voicemail</p> <p>You can have voice messages left on your engin service.</p> <p>When a message has been left you will receive an electronic voicemail notification, which is sent to your registered e-mail address.</p> <p>To retrieve messages, either dial into your engin Mail account or listen to the sound attachment on your V-mail. Alternatively, to retrieve your voice mail messages from a landline you will need to dial the voicemail number that corresponds with the city you are currently in.</p> <p>E-mail messages can be delayed or unsuccessful.</p> <p>Messages may automatically be deleted after 3 months</p> <p>NB: When there are no new messages, engin Voicemail will take you directly to your old messages.</p>	<p>When calling from your engin Service, you will not be charged for retrieving your messages.</p> <p>Retrieval of messages using another service provider may incur costs from that service provider.</p>
<p>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>This feature does not attract charges.</p>
<p>Caller Number Display (CND)</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 CND 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 either blocking your number for all calls or on a call-by-call basis.</p>	<p>This feature does not attract charges.</p>

<p>Unlisted Number</p> <p>The customer can choose to have there number listed or unlisted in the white pages directory.</p>	<p>This feature does not attract charges.</p>
<p>Call Forwarding</p> <p>This service diverts/forwards incoming calls to another phone number connected to any service provider.</p>	<p>Standard engin call rates apply for forwarded calls that connect.</p>
<p>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>This feature does not attract charges.</p>
<p>Partial Barring</p> <p>This service allows you to individually bar outgoing calls only for International, Mobile and National calls.</p> <p>For partial barring enquires contact Customer Service on 1300 305 000.</p>	<p>This feature does not attract charges.</p>
<p>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>The feature itself does not attract an engin charge.</p> <p>Connected calls will be charged in accordance with your chosen pricing plan</p>
<p>Turbo Dialling</p> <p>When making a call, you can speed up the time taken to dial a phone number.</p>	<p>The feature itself does not attract an engin charge.</p> <p>Connected calls will be charged in accordance with your chosen pricing plan</p>
<p>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 itself does not attract an engin charge.</p> <p>Connected calls will be charged in accordance with your chosen pricing plan</p>

Section Two - Charges and Tariffs

2.1 Pricing

This part of this Agreement sets out the various Pricing Plans, which are available under the Service, and the:

- Monthly Service Fee;
- Standard Call charges;
- Included Calls per Month if any;

Details pertaining to the Pricing Plans are also available at www.engin.com.au. We reserve the right to make changes to or close Pricing Plans at our discretion. 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.

Certain untimed calls are subject to the Fair Use Policy, available at www.engin.com.au

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.

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 with your expectation.

Certain plans have included calls. If in any month, you have not made an amount of calls equal to the free or included call allowance per month the balance of the free or included calls will not be carried forward to the next month. You will forfeit those calls during each monthly billing cycle.

If your chosen plan states that there are a certain amount of free or included calls per month; in addition to charging you the Monthly Service fee, we will charge you for any calls you make that month in excess of the free calls per month, applicable to your chosen plan.

You agree that only standard calls qualify as free or included calls per month, except where your plan states that other call types may also qualify. If, in any month, you have not made an amount of calls equal to the free or included call allowance per month the balance of the free or included calls per month will not be carried forward to the next month. You will forfeit those calls during each monthly billing cycle.

2.2 Residential Plan

Residential Plans are limited to residential use.

2.2.1 engin Starter (Commenced 28/02/07 - Current)	
Monthly Service Fee	Call charges (GST inclusive)
\$9.95 per month*	<ul style="list-style-type: none"> • 10c untimed local & national calls • 27c per minute mobile calls • engin to engin free of engin charges • Standard International call rates

2.2.2 engin National (Commenced 28/02/07 - Current) ~	
Monthly Service Fee	Call charges (GST inclusive)
\$14.95 per month*	<ul style="list-style-type: none"> • Included local & national calls • 22 cent per minute mobile calls • e2e free of engin charges • Standard International call rates

2.2.3 engin World (Commenced 28/02/07 - Current) ~	
Monthly Service Fee	Call charges (GST inclusive)
\$14.95 per month*	<ul style="list-style-type: none"> • 10c untimed local & national calls • 22c per minute mobile calls • 20c untimed/21 included countries • e2e free of engin charges • Standard International call rates

2.2.4 engin Home Plus (Commenced 28/02/07 - Current) ~	
Monthly Service Fee	Call charges (GST inclusive)
\$19.95 per month*	<ul style="list-style-type: none"> • Included local & national calls • 22c per minute mobile calls

	<ul style="list-style-type: none"> • Included calls to 8 countries • 20c untimed/13 included countries • e2e free of engin charges
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2.2.5 engin Mobile Plus (Commenced 19/12/08 - Current) ~

Monthly Service Fee	Call charges (GST inclusive)
\$19.95 per month*	<ul style="list-style-type: none"> • 10c untimed local & national calls • 200 included calls or 400 included minutes (whichever elapses first) to Australian mobiles^{^^}, • 27c mobile calls (Once included calls have elapsed) • e2e free of engin charges • Standard International call rates.

2.2.6 engin Max (Commenced 26/08/09 - Current) ~ *^

Monthly Service Fee	Call charges (GST inclusive)
\$29.95 per month*	<ul style="list-style-type: none"> • 600 minutes of included calls to local, national, Australian mobile and selected international destinations ** • 15c local & national calls (Once 600 included minutes have elapsed)** • 27c per minute to Australian mobiles (Once 600 included minutes have elapsed)** • Standard International call rates if not included as one of the 100+ countries listed or once 600 included minutes have elapsed** • e2e free of engin charges

2.2.7 Switchboard \$5.00* (Commenced 25/01/05 – Current)

Monthly Service Fee	Call charges (GST inclusive)
\$5.00 per month	<ul style="list-style-type: none"> • Monthly charge applies to each geographic number issued; • Free of engin call charges.

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2.3 Business Plans

2.3.1 engin Starter (Commenced 28/02/07 - Current)

Monthly Service Fee	Call charges (GST inclusive)
\$9.95 per month*	<ul style="list-style-type: none"> • 10c untimed local & national calls • 10c untimed engin city calls • 27c per minute mobile calls • engin to engin free of engin charges Standard International call rates

2.3.2 engin Business 20 (Commenced 03/05/07 - Current)

2.3.3 Monthly Service Fee	Call charges (GST inclusive)
\$20.00 per month*	<ul style="list-style-type: none"> • 100 included local & national calls • 10c untimed local & national calls • 20c per minute mobile calls • e2e free of engin charges • Standard International call rates

2.3.4 engin Business 50 (Commenced 03/05/07 - Current)

Monthly Service Fee	Call charges (GST inclusive)
\$50.00 per month*	<ul style="list-style-type: none"> • 450 included local & national calls • 10c untimed local & national calls • 18c per minute mobile calls • e2e free of engin charges • Standard International call rates

2.3.5 Switchboard \$5.00* (Commenced 25/01/05 – Current)

Monthly Service Fee	Call charges (GST inclusive)
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\$5.00 per month	<ul style="list-style-type: none"> Monthly charge applies to each geographic number issued; Free of engine call charges.

2.4 Expired Plans – No New Connections

2.4.1 engine \$9.95* (Commenced 29/03/04 – replaced by 2.2.1)	
Monthly Service Fee	Call charges (GST inclusive)
\$9.95 per month	<ul style="list-style-type: none"> 10c untimed local & national calls 10c untimed engine city calls 27c per minute mobile calls engine to engine free of engine charges Standard International call rates

2.4.2 engine \$19.95* (Commenced 29/03/04 – replaced by 2.5.7)	
Monthly Service Fee	Call charges (GST inclusive)
\$19.95 per month - REPLACED	<ul style="list-style-type: none"> 10 cent un-timed local calls 10 cent un-timed engine city calls 10 cent per minute national calls* 30 cent per minute mobile calls* engine to engine free of engine charges

2.4.3 engine \$29.95* (Commenced 29/03/04 – replaced by 2.5.8)	
Monthly Service Fee	Call charges (GST inclusive)
\$29.95 per month - REPLACED	<ul style="list-style-type: none"> 10 cent un-timed local calls 10 cent un-timed engine city calls 10 cent per minute national calls 30 cent per minute mobile calls engine to engine free of engine charges Your choice of options**: <ol style="list-style-type: none"> 200 included local calls, or \$20 included national calls, or

	3. 100 included local calls, plus \$10 included national calls
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2.4.4 engin \$49.95* (Commenced 29/03/04 – No new connections 13/12/04)

Monthly Service Fee	Call charges (GST inclusive)
\$49.95 per month - EXPIRED	<ul style="list-style-type: none"> • 10 cent un-timed local calls • 10 cent un-timed engin city calls • 10 cent per minute national calls • 30 cent per minute mobile calls • engin to engin free of engin charges • Your choice of options**: <ol style="list-style-type: none"> 1. 400 included local calls, or 2. \$40 included national calls, or 3. 200 included local calls, plus \$20 included national calls

2.4.5 engin \$99.95* (No new connections as of 22/9/04)

Monthly Service Fee	Call charges (GST inclusive)
\$99.95 per month - EXPIRED	<ul style="list-style-type: none"> • 10 cent un-timed local calls • 10 cent un-timed engin city calls • 10 cent per minute national calls • 30 cent per minute mobile calls • engin to engin free of engin charges • Your choice of options**: <ol style="list-style-type: none"> 1. 500 included local calls PLUS 2. \$50 included national calls PLUS 3. \$50 included Calls to Mobiles.

2.4.6 engin \$19.95* FC\$10 (No new connections as of 1/08/05)

Monthly Service Fee	Call charges (GST inclusive)
\$19.95 per month - EXPIRED	<ul style="list-style-type: none"> • 10 cent un-timed local calls • 10 cent un-timed engin city calls • 5 cent per minute national calls • 29 cent per minute mobile calls • engin to engin free of engin charges

	<ul style="list-style-type: none"> Your choice of options**: \$10 international calls; OR \$10 calls to mobiles.
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2.4.7 engin \$29.95* FC\$20 (Commenced 13/12/04 – replaced by 2.5.12)

Monthly Service Fee	Call charges (GST inclusive)
<ul style="list-style-type: none"> \$29.95 per month - REPLACED 	<ul style="list-style-type: none"> 10 cent un-timed local calls 10 cent un-timed engin city calls 10 cent per minute national calls 30 cent per minute mobile calls engin to engin free of engin charges Your choice of options**: <ul style="list-style-type: none"> \$20 local calls; OR \$20 national calls; OR \$20 international calls; OR

2.4.8 IWay \$14.95* (Commenced 12/1/04 – replaced 2.5.10)

Monthly Service Fee	Call charges (GST inclusive)
\$14.95 per month - REPLACED	<ul style="list-style-type: none"> 10 cent un-timed local calls 10 cent un-timed engin city calls 10 cent per minute national calls 30 cent per minute mobile calls engin to engin free of engin charges

2.4.9 IWay \$14.95* FC\$5 (No new connections 1/08/05)

Monthly Service Fee	Call charges (GST inclusive)
\$14.95 per month - EXPIRED	<ul style="list-style-type: none"> 10 cent un-timed local calls 10 cent un-timed engin city calls 5 cent per minute national calls 29 cent per minute mobile calls engin to engin free of engin charges Your choice of options**: <ul style="list-style-type: none"> \$5 international calls; OR \$5 calls to mobiles.

2.4.10 engin \$29.95* FC\$25 (Commenced 03/05/05 – No new connections)	
Monthly Service Fee	Call charges (GST inclusive)
\$29.95 per month - EXPIRED	<ul style="list-style-type: none"> • 10 cent un-timed local & national calls • 27 cent per minute mobile calls • engin to engin free of engin charges • Your choice of options**: <ul style="list-style-type: none"> ○ 250 local calls; OR ○ \$25 national calls; OR ○ \$25 international calls; OR <p>\$25 calls to mobiles.</p>

2.4.11 MYOB \$59.00* FC1500 minutes (Commenced 24/10/05 – 24/08/2008)	
Monthly Service Fee	Call charges (GST inclusive)
Minimum contract term of 12 months	
\$59.00 per month	<ul style="list-style-type: none"> • 1500 minutes of included** local/national calls • 10 cent un-timed local & national calls • 27 cent per minute mobile calls • engin to engin free of engin charges

2.4.12 MYOB Plan \$20.00* FC100 Local or National (Commenced 23/05/06 – 24/08/2008)	
Monthly Service Fee	Call charges (GST inclusive)
Minimum contract term of 12 months	
\$20.00 per month	<ul style="list-style-type: none"> • 100 included** local/national calls • 10 cent un-timed local & national calls • 20 cent per minute mobile calls • engin to engin free of engin charges

2.4.13 MYOB Plan \$50.00* FC450 Local or National (Commenced 23/05/06 – 24/08/2008)	
Monthly Service Fee	Call charges (GST inclusive)

Minimum contract term of 12 months	
\$50.00 per month	<ul style="list-style-type: none"> • 450 included** local/national calls • 10 cent un-timed local & national calls • 20 cent per minute mobile calls • engin to engin free of engin charges

2.4.13 engin SoHo 20 (Commenced 7/12/06- replaced by 2.3.2)	
Monthly Service Fee	Call charges (GST inclusive)
\$20.00 per month* - REPLACED	<ul style="list-style-type: none"> • 100 included local & national calls • 10c untimed local & national calls • 20c per minute mobile calls • e2e free of engin charges • Standard International call rates

2.4.14 engin SoHo 50 (Commenced 03/05/07 – replaced by 2.3.4)	
Monthly Service Fee	Call charges (GST inclusive)
\$50.00 per month* - REPLACED	<ul style="list-style-type: none"> • 450 included local & national calls • 10c untimed local & national calls • 18c per minute mobile calls • e2e free of engin charges • Standard International call rates

2.4.15 engin World 20 (No new connections since 28/2/07)	
Monthly Service Fee	Call charges (GST inclusive)
\$20.00 per month* - REPLACED	<ul style="list-style-type: none"> • 10c untimed local & national calls • 27c per minute mobile calls • 20c untimed/20 included countries • e2e free of engin charges • Standard International call rates

*You will be invoiced monthly for your engin service. Broadband access fee and standard phone line rental are not included.

Making and receiving calls with engin Voice Box services are classified as uploads and downloads with your Internet Service Provider (ISP). Calls may be viewed on your account approximately 4 hours after being terminated. (GST free). Local calls are based on geographic local calling area of your engin telephone number. Calls made to PSTN numbers outside your local calling area will be charged at standard engin rates. Calls are charged in 60 second increments on all plans, excluding Business Plans and Business Plus Plans, but not including the Business engin Starter Plan. Calls on Business and Business Plus Plans (including attached switchboard numbers), other than the Business engin Starter Plan, will be charged for the first full minute and every second thereafter.

** Included calls are applicable to voice calls only. Unless otherwise specified in the pricing plan, included calls exclude international numbers and some Special Service numbers, particularly those not charged at local call rates. Unused included calls are not carried forwarded but forfeited at the end of each billing cycle.

^ DID numbers allow people outside your local calling area the opportunity to call you for the cost of a local call (incoming calls only). For further reference please refer to "Switchboard" services contained in this Agreement.

NOTE:- Requests for DID numbers outside capital cities may take up to 1 month to complete.

~ Plan is for residential use only and subject to a Fair Use Policy available at <http://www.engin.com.au/FairUse.aspx> For the 8 included countries and rates for the 13 or 21 included International countries refer to www.engin.com.au/plans/InternationalRates.aspx

^^ Included calls to Australian mobiles under the engin Mobile Plus plan are charged in 60 second blocks i.e. the billing increment is 60 seconds. Therefore a call made for 10 seconds would be billed as a 60 second call, and a 75 second call would be billed as a 120 second call. After the included 400 minutes/200 calls have elapsed, calls will be charged a \$0.27 and will continue to be charged in 60 second increments. Any unused included minutes will not be carried over to a subsequent billing cycle.

*^ Included calls under the engin Max plan are charged in 60 second blocks i.e. the billing increment is 60 seconds. Therefore a call made for 10 seconds would be billed as a 60 second call, and a 75 second call would be billed as a 120 second call. After the included 600 minutes have elapsed, calls will be charged at the listed prices and will continue to be charged in 60 second increments for applicable calls. Any unused included minutes will not be carried over to a subsequent billing cycle. The International Destinations associated with the engin Max plan are subject to change without notice. The destinations included in the 600 minute quota are all local and national numbers in Australia (excluding overseas territories including but not limited to Norfolk Island) standard Australian mobiles (not including satellite or special service mobile connections) and the international destinations noted in Appendix A:

Section Three – Service 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.

3.1 Access

In order to access the Service, you:

will need a broadband connection;
may need extra hardware depending on your broadband set up e.g. router, Analogue Telephone Adapter

When installing the Service, engin accepts no responsibility for damage to any hardware provided by engin or the customers personal property. engin limits that liability as we provide you with a user/installation guide and offer technical support.

Please note that engin will only offer full technical support for the VoIP aspect of any hardware dispatched, even if that hardware has additional functions (e.g. If the hardware is a VoIP / Wireless Router, engin will not guarantee support for the Wireless configuration of the router). You accept this as a term of the Service.

You may purchase equipment from engin for use 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.

3.2 Call Termination

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

3.3 Firmware

You accept that from time to time engin will release and send new versions of firmware to hardware provided by engin. These releases may have an affect on your data usage. You will be notified prior to any updates and advised of any procedures that need to be followed.

Applying firmware updates not issued by engin may irreparably damage your hardware. engin will not take responsibility for improper firmware upgrades.

If any changes to the firmware have an affect on the hardware provided by engin, there may be a fee for re-configuring the hardware

3.4 Firewall and Security Requirements

engin will not accept liability for any change, or consequence that may occur as a result of changes, to firewalls or other security devices, which may be required to use the engin service.

3.5 Required Ports

Use of the engin Service may require you to open/forward UDP ports in your firewall or other security devices. This is to allow communication of the SIP protocol and voice traffic.

engin can supply the complete port settings upon request. Port settings may change from time to time; engin will notify customers via email if these settings change.

3.6 Data Usage

At the default codec (G.729 codec or 8kbps) the Voice Box use an average of approximately 200 – 300 KB per min. Higher rate codec's will increase the data usage of using the engin service.

Throughout the day the Voice Box will contact the network for various reasons using approximately 100 – 200 KB per day.

IMPORTANT - Various factors can influence the data usage levels using the engin service, the above figures provide only general guidance as to expected bandwidth usage.

3.7 Data Allowance

Your ISP may classify your use of the engin Service as data usage and this may attract separate charges from your Internet Service Provider, particularly if your broadband quota is limited. You are responsible of contacting your Internet Service Provider for details and charges and to ensure that you are on a suitable broadband plan for use with the engin Service.

3.8 Bandwidth, Broadband Speeds and Broadband Type

A 512 / 128 Kbps connection is recommended and is the minimum connection speed engin will support. engin will only support fixed line broadband connections such as ADSL 2+ or Cable Internet. The Service is not supported on wireless, satellite or mobile broadband connections.

3.9 External Interruptions

As the Service is dependent on the broadband networks of other carriers over which we have no control, certain features of the Service may not be available, and we do not guarantee the quality and reliability of the Service.

Other factors such as third party hardware and or software may interrupt your engin 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 force majeure acts, 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.

Section Four – Miscellanea

4.1 Geographic Numbers

The Telecommunications Numbering Plan 1997 is administered and regulated by the Australian Communications and Media Authority (ACMA).

The Numbering Plan stipulates that *“a geographic number must not be used except in connection with the supply of a local service”* meaning that geographic telephone numbers such as the type used and allocated with the engin service may only be used from their allocated geographic area. For example, you are not permitted to use a Melbourne number in Sydney.

4.2 Transfer of Voice Data

While we will exercise due care and skill in providing the Service, you agree that your ability to use the Service to access, use or send voice data will depend upon the features and functionality of your hardware. You are responsible for any reliance on the voice data sent or received. engin does not encrypt or code your voice data.

4.3 Changing Tariffs or Pricing Plans

engin will only permit you to change your choice of Pricing Plan once a month. Your Pricing Plan will be changed within 7 days of engin receiving your request and your Monthly Service Fee and any included calls will pro rata. To change Pricing Plans contact Customer Service on 1300 305 000.

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

4.4 Special Promotions

engin may run special promotions or offers from time to time in connection with the Service under which particular charges may be waived or may differ from those set out in the Description of Service Features and Charges. You may be eligible to participate in a special promotion or offer depending on its terms and conditions. engin may withdraw a promotion at any time. Unless otherwise specified or agreed to by engin, promotions may not be used in conjunction with one another.

4.5 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.

4.6 Numbering

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

If you connect an engin 2 way service you will be allocated a 10 digit phone number applicable to 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”

engin may agree with you to reserve a number for future use for an agreed period of time. During this time engin will not issue this number to another party. engin is under no obligation to accept a customer’s request for a specific number.

engin does not offer full Number portability and therefore cannot port your number out of the engin Network in all cases.

Once a service has been disconnected the number will be quarantined for a specified period and the account holder will no longer have Right of Use of that number.

engin will comply with National Numbering Plan and reserves the right to alter or replace any number as a result of compliance with the National Numbering Plan or with any direction from the ACMA. engin will notify the customer of any numbering change affecting the customer as soon as practical.

Information about your Rights of Use is available at www.acma.gov.au.

4.7 Service Distinction

You acknowledge and understand that the Service is not a PSTN (Public Switched Telephone Network), which refers a telephone system based on copper wires carrying analogue voice data. There are important distinctions exist between a PSTN service and the Voice Over Internet Protocol Service offering provided by engin – namely that the Service offered by engin transfers packets of data over your Internet connection.

4.8 Customer Service Guarantee

A key obligation placed on Carriage Service Providers who supply a Standard Telephone Service is the Customer Service Guarantee (CSG). The CSG is a standard intended to promote service improvement and protection against poor service and outlines minimum performance requirements for specified services (including enhanced call handling features such as Call waiting).

The standard excludes customers with 5 or more ‘phone lines’ and does not apply to customer equipment or the disconnection of a service.

You acknowledge that you waive your protection and rights under the Customer Service Guarantee in return for significant benefits being low cost call rates, a 30-day trial period and technical support.

4.9 Fair Use Policy

engin offers a number of residential plans that are covered by the Fair Use Policy. The Fair Use Policy is designed to protect the quality and integrity of engin’s network.

The Fair Use Policy applies to plans that incorporate ‘unlimited’ flat rate or included calls as part of the plan.

To review engin’s Fair Use Policy, refer to <http://www.engin.com.au/legal/FairUse-Policy.aspx>.

Section Five – Suspension and Termination of the Service

Please be advised that your Service may be suspended or terminated in accordance with the *Standard Form of Agreement: General Terms*, and every care will be taken to undertake these activities with due process. Although engin will endeavour to give as much notice as reasonably practicable, engin may suspend the Service at any time.

5.1 Suspension for High Usage

engin randomly monitors high usage. At our discretion we may suspend the Service (or any part of the Service) until you pay the next invoice or incurred call charges.

We may suspend or limit the Service if in our opinion the amount of Charges incurred is unusually high, having regard to matters including:

- Your previous daily Charges;
- Your uninvoiced Charges total; and
- Any unusual calling use patterns.
- Breach of engin's Fair Use Policy

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

5.2 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, 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.

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.

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 a law enforcement agency, we are obliged to do so on the request of a Content Provider there are technical problems with the engin Network, which require corrective action by us.

5.3 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.

5.4 Your right to terminate this Agreement

You may terminate this Agreement by giving us 30 days notice by contacting us on 1300 305 000 between 9am - 6pm AEST, on any Business Day. We will debit your nominated payment service (e.g. Credit Card) for all Charges you incur (including the Monthly Service fee) up until the point of termination. Termination will take place on your designated invoice issue date (the 3rd, 10th, 17th or 24th of any given month), once the funds have been debited. If any calls are made and are not billed on your latest invoice, you may receive a final invoice with calls made after the request for the termination of your Service. You will be required to pay for these calls after termination.

If you have purchased hardware at a discounted rate and agreed to a minimum term contract you may also be liable for the full RRP (Recommended Retail Price) of the hardware upon termination (if within the minimum term).

Customers who wish to disconnect their services during the 30 Day Trial Period offered will have this done immediately.

5.5 Consequences of Suspension

If we suspend or limit the Service, you will be barred from using the Service until we un-bar the Service. We will continue to charge you, and you must pay us, the Monthly Service Fee in respect of the period during which we have suspended or limited the Service (or any feature of it), except where we suspend or limit the Service under paragraph 7.4.

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).

Appendix A

Included International Landlines Mobiles

(Does not include Special Service,
Business or non residential
communications allocations)

Andorra
Argentina
Austria
Bahamas
Bahrain
Bangladesh
Belgium
Bermuda
Brazil
Brunei
Bulgaria
Cambodia
Canada
Canary Islands
Chile
China
Colombia
Costa Rica
Croatia
Cyprus
Czech Republic
Denmark
Estonia
Finland
France
Germany
Gibraltar
Greece
Guam
Hong Kong
Hungary
Iceland
India
Indonesia
Ireland
Israel
Italy
Japan
Jordan
Korea South
Laos

Included International

Bahamas - Mobile
Bangladesh - Mobile
Bermuda - Mobile
Brunei - Mobile
Cambodia - Mobile
Canada - Mobile
Canary Islands - Mobile
China - Mobile
Costa Rica - Mobile
Cyprus - Mobile
Guam - Mobile
Hong Kong - Mobile
India - Mobile
Korea South - Mobile
Laos - Mobile
Luxembourg
Macau - Mobile
Malaysia - Mobile
Mariana Islands - Mobile
Puerto Rico - Mobile
Russia - Mobile
Singapore - Mobile
Thailand - Mobile
USA - Alaska - Mobile
USA - Hawaii - Mobile
USA - Mobile
Vietnam - Mobile
Virgin Islands (US) - Mobile

Luxembourg
Macau
Macedonia
Malaysia
Malta
Mariana Islands
Monaco
Netherlands
New Zealand
Norway
Panama
Peru
Poland
Portugal
Puerto Rico
Romania
Russia
Singapore
South Africa
Spain
Sweden
Switzerland
Taiwan
Thailand
Turkey
United Kingdom
USA
USA - Alaska
USA - Hawaii
Venezuela
Vietnam
Virgin Islands (US)
Zambia