

Standard Form of Agreement - Pre-Paid Digital Phone Service

SERVICE DESCRIPTION

PRE-PAID DIGITAL PHONE SERVICE

1. PRE-PAID DIGITAL PHONE SERVICE

ACN's Pre-Paid Digital Phone Service ("the Service") is a fixed location voice and video over Internet Protocol service providing the ability to make voice telephony calls to other parties connected to the Public Switched Telephone Network, including

- (a) telephone numbers directly connected to a local exchange of an Australian Supplier;
- (b) telephone numbers connected to a mobile (cellular) network of an Australian Supplier;
- (c) certain other Australian public telephone numbers; and
- (d) certain international public telephone numbers,

subject to interconnection agreements between Suppliers; and video calls to other ACN Digital Phone Service customers in Australia and overseas.

1.1 SERVICE DISTINCTIONS

You acknowledge and understand that the Service is not a standard telephone service. Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between a standard telephone service and the Service provided by ACN. In addition, the Service is subject to different regulatory treatment than standard telephone service. You acknowledge and understand that this treatment may limit or otherwise affect your rights of redress before Federal or State governments or telecommunications regulatory agencies.

2. AVAILABILITY OF PRE-PAID DIGITAL PHONE SERVICE

The Service is only available to non-business customers who hold a valid credit card (MasterCard or Visa) and who purchase an ACN supplied IRIS 3000 video phone ("Certified Device") connected to an active broadband internet service at their premises with a minimum upload speed of 256kbps and minimum download speed of 1.5Mbps. Video calling is only available to other ACN Digital Phone Service customers with ACN supplied Certified Devices in Australia and overseas capable of receiving video calls, and not to any other devices or networks.

2.1 AVAILABILITY LIMITATIONS & RESTRICTIONS

2.1.1 Geographic Availability

For technical and commercial reasons the Service is available only in limited areas and is not available in Tasmania, Northern Territory, Territory of Christmas Island or Territory of Cocos (Keeling) Islands.

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2.1.2 Emergency Services

You acknowledge that the Service does not offer access to emergency services in a manner similar to that provided by public switched telephone services that are commonly referred to as "Triple 0" 0-0-0. There are important limitations associated with the Service detailed throughout this Service Description. If you dial the digits 0-0-0 the Service will provide the emergency operator with location and call-back information based on the location information provided by you at the time you ordered the Service (as subsequently amended by you). If you move the Service to another location without informing us of the new location details then the location information provided to the emergency services will be incorrect. Given the Service's limitations, you should have an alternative means of accessing 000 services.

You should inform household residents, guests and other third parties that may be present at the location where you make use of the Service of the limitations associated with the Service's access to emergency services when the digits "0-0-0" are dialled. Specifically, you should advise such people of the potential unavailability and other limitations on Triple 0, as detailed in this Service Description. You should warn any person who uses your account, with or without your permission, to access the Service (each a "User") of the potential unavailability of Triple 0 services.

When you register for the Service, you must provide us with the physical location where you will be using the Service (the "Service Address"). THE SERVICE IS AVAILABLE ONLY AT THE SERVICE ADDRESS YOU PROVIDE TO US WHEN YOU SIGN UP FOR THE SERVICE. YOU WILL NOT HAVE ACCESS TO EMERGENCY SERVICES UNTIL YOU RECEIVE CONFIRMATION VIA EMAIL FROM US THAT YOUR EMERGENCY SERVICES FUNCTIONALITY HAS BEEN SUCCESSFULLY ACTIVATED. For each additional phone number that you add to your service, it will be for the Service Address you advise us at the time you register the additional service. You will receive separate confirmations for each phone number that you register for emergency services functionality. Further, in the event that you use your Service at a location other than the Service Address associated with the phone number of the Service, any call you make to emergency services may be sent to an emergency centre near your originally registered address and not your actual physical location. In this situation, the emergency centre may not be able to transfer your call to the appropriate emergency operator and may not be able to contact the relevant parties to provide you with assistance. Given these limitations, you should have an alternative means of accessing Triple 0 services.

2.1.3 Service Outages & Limitations

2.1.3.1 Service Outages Due to Power Failure or Disruption

The Service, including 000 dialing, does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 000 dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 000 dialing. You acknowledge that we are not responsible for Service outages due to power failure or disruption or any other impediment to your usage of the Service, and any loss of service, including 000 dialing, that may result. In the event you lose Service as a result of power failure or disruption or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you

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terminate the Service in accordance with this Agreement. In the event of outages due to a power failure or disruption, you agree that we are not required to provide you any credits or any other form of remuneration for the disruption of your Service.

2.1.3.2 Service Outages Due to Internet Outage or Suspension or Termination of Broadband Service or Internet Service Provider ("ISP") Service

Service outages or suspensions or terminations of service by your ISP or broadband provider will prevent all Service, including 000 dialing, from functioning. You acknowledge that we are not responsible for Service outages due to Internet outage or suspension or termination of broadband or ISP service by your broadband provider or ISP or any other impediment to your usage of the Service, and any loss of Service, including 000 dialing, that may result. In the event you lose Service as a result of an Internet outage or suspension or termination of your broadband or ISP service or any other impediment to your usage of the Service, you will continue to be responsible for payment of the service charges unless and until you terminate the Service in accordance with this Agreement. You agree that we are not required to provide you any credits or any other form of remuneration for the disruption of your service in the event of outages resulting from outages, suspensions or termination of service by your ISP or broadband provider.

2.1.3.3 Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts

Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Service, including 000 dialing, may not function. You acknowledge that we are not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of service, including 000 dialing, that may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the service charges unless and until you terminate the Service in accordance with this Agreement. In the event of outages due to your ISP or broadband provider blocking the ports over which Service is provided, you agree that we are not required to provide you any credits or any other form of remuneration for the disruption of your Service.

2.1.3.4 Service Outage Due to Suspension or Termination of Your ACN Service and/or Account

Service outages due to suspension or termination of your account will prevent all Service, including 000 dialing, from functioning.

2.1.3.5 Other Service Outages

If there is a Service outage for any reason, such outage will prevent all Service, including 000 dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Service Description.

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2.1.4 Network Congestion: Reduced Speed for Routing or Answering 000 Calls

There may be a greater possibility of network congestion and/or reduced speed in the routing of a 000 dialing call made utilizing the Service as compared to traditional 000 dialing over traditional public telephone networks.

2.1.5 000 Limitation of Liability

IN NO EVENT SHALL ACN, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS OR ANY OTHER THIRD-PARTY PROVIDER OR ITS OFFICERS, DIRECTORS OR EMPLOYEES WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS. YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO 000 DIALING UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES GROSS NEGLIGENCE, RECKLESSNESS, OR INTENTIONAL MISCONDUCT ON THE PART OF ACN.

ACN DOES NOT HAVE ANY CONTROL OVER WHETHER, OR THE MANNER IN WHICH, 000 CALLS USING OUR SERVICE ARE ANSWERED OR ADDRESSED BY ANY LOCAL EMERGENCY RESPONSE CENTRE. ACN DISCLAIMS ALL RESPONSIBILITY FOR THE CONDUCT OF EMERGENCY RESPONSE CENTRES. ACN RELIES ON THIRD PARTIES TO ASSIST US IN ROUTING 000 CALLS TO EMERGENCY RESPONSE CENTRES. ACN DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH THIRD PARTY DATA USED TO ROUTE CALLS IS INCORRECT OR YIELDS AN ERRONEOUS RESULT.

3. USE OF SERVICE

3.1 ACCOUNT, PASSWORD AND SECURITY

When you complete the ACN online registration form, you agree to provide accurate, current, and complete information about yourself, including without limitation name, address, Service Address and credit card information (the "Personal Data"), and to maintain and update your Personal Data to keep it accurate, current, and complete. You may maintain or update your Personal Data via your ACN Digital Phone Service online account ("MyAccount"). You agree that we shall have no obligation to verify the Personal Data. You agree that we may rely on your Personal Data as accurate, current, and complete and you consent to use of Personal Data for any purpose by ACN and others involved in provision of the Service. You agree that if your Personal Data is untrue, inaccurate, not current, or incomplete in any respect, that we shall have the right, without obligation and in addition to its other rights and remedies, to terminate your Service. For information regarding ACN's Privacy Policy and use of Personal Data, please go to www.acnpacific.com.au. You also must choose a password for your account. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. We will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by ACN or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

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3.2 USE OF SERVICE

You must comply with ACN's Internet Acceptable Use Policy in relation to your use of the Service. Unless otherwise specified, the Services are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from using the Services. In addition, you agree that if you or any User uses the Service in a manner that violates or attempts to violate ACN's Internet Acceptable Use Policy, we reserve the right to terminate your Service and the Agreement immediately and without advance notice. You are liable for any and all use of the Service by yourself and any User. If we, in our sole discretion believe that you have violated the above restrictions, we may, in addition to its other rights and remedies, forward the objectionable material, as well as your communications with us and your Personal Data and other personally identifiable information to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.

3.3 RESIDENTIAL USE OF SERVICE AND DEVICE

If you subscribe to ACN's residential services, the Service and any associated Devices are provided to you solely for residential use. You shall not resell or transfer the Service or the Device to another party without our prior written consent. You are prohibited from using the Service or the Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that your use of the Service or the Device is, or at any time was, inconsistent with normal residential usage patterns. If we terminate your Service for the foregoing reason, you agree to be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges (including any overage charges), plus a disconnect fee. You acknowledge and agree that all of such charges will immediately become due and payable and you consent to us, at our discretion, immediately charging such amounts to your credit card or electronically withdrawing such amounts from your bank account.

3.4 NOMADIC USE OF SERVICE

We do not currently support nomadic use of the Service. You must not make use of the Service as a nomadic service as such use may contravene the Australian Communications and Media Authority's Numbering Plan and Telecommunications Numbering Plan Number Declarations ('numbering regulations'). If you use the Service in this manner you will be solely liable for any and all such use of the Service by yourself or any person making use of the Service provided to you. We reserve the right, in addition to our other rights and remedies, to terminate your Service immediately and without advance notice if we determine that you are using the Service (including any Certified Device) as a nomadic Service.

Please note that our right to suspend or cancel the service without notice to you under this clause over-rides any requirement we may have to give you notice in other parts of this SFOA.

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3.5 USE OF SERVICE BY CUSTOMERS OUTSIDE AUSTRALIA

While we encourage use of the Service within Australia to call other countries, we do not presently offer or support the Service to customers located in other countries. If you use the Service or Device from any country other than Australia, you do so at your own sole risk, including the risk that such activity violates local laws in the country where you do so. You are liable for any and all such use of the Service by yourself or any person making use of the Service provided to you. We reserve the right, in addition to its other rights and remedies, to terminate your Service immediately and without advance notice if we determine that you are using the Service or Device outside Australia. If you wish to use the Device in other countries where other ACN companies provide a digital phone service similar to the Service you must cancel your Service with us and sign up for a new service with the ACN company providing digital phone service in that country.

Please note that our right to suspend or cancel the service without notice to you under this clause over-rides any requirement we may have to give you notice in other parts of this SFOA.

3.6 BLOCKING OF SERVICE

We may, without prior written notice, and consistent with applicable laws or regulations, block traffic to or from specific countries, cities, or dialing codes when we deem it necessary to take such blocking action to prevent, (i) the unlawful use of our Services; (ii) the use of service in violation of this Agreement; (iii) nonpayment for service; or, (iv) network blockage or degradation of service to our customers. Service will be restored as soon as it can be provided following resolution of the applicable issues as described herein.

3.7 LOSS OF SERVICE DUE TO POWER FAILURE OR INTERNET SERVICE OUTAGE OR TERMINATION OR SUSPENSION OR TERMINATION BY ACN

As detailed above, you acknowledge and understand that the Service does not function in the event of power failure. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which is not provided by Pre-Paid Digital Phone Service) and that, accordingly, in the event of an outage of, or termination of service with or by, your ISP and/or broadband provider, the Service will not function, but that you will continue to be billed for the Service unless and until you or we terminate the Service in accordance with this Agreement. Should there be an interruption in the power supply or Internet outage, the Service will not function until power is restored or the Internet outage is cured. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service. Power disruptions or failures or Internet outages will also prevent dialing to emergency service numbers. Should we suspend or terminate your Service, the Service will not function until such time as we restore your Service (which may require payment of all outstanding charges and reconnection fees owed by you or cure of any breach by you of this Agreement). In the event of outages due to Internet or power failure, you agree that we are not required to provide you any credits or any other form of remuneration for the disruption of your Service.

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3.8 NON-VOICE SYSTEMS

You acknowledge that the Service is not set up to function with non-voice systems including digital video recording systems, home security systems, medical monitoring equipment, fax machines and satellite TV systems. YOU AGREE THAT YOU HAVE NO CLAIM AGAINST ACN FOR INTERRUPTION OR DISRUPTION OF SUCH SYSTEMS BY THE SERVICE.

3.9 COPYRIGHT / TRADEMARK / UNAUTHORIZED USAGE OF FIRMWARE OR SOFTWARE

The Service and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, and all services, information, documents and materials on ACN's website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of ACN are and shall remain the exclusive property of ACN and nothing in this Agreement shall grant you the right or license to use any of such marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service other than a non-transferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You are NOT allowed to use interface devices not provided by us and such devices will not work with the Service. Notwithstanding this prohibition, if for some reason you attempt to use the Service through an interface device not provided by us, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the Service. Further, you agree that any such use of an interface device not provided by ACN excludes us from any liability from such use and further, you agree that any warranties that might otherwise apply to the Service are voided as a result of such use. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

3.10 TAMPERING WITH THE SERVICE OR DEVICES

You agree not to, and not to allow any User to, hack or disrupt the Service or Devices or to make any use of the Service or Devices that is inconsistent with its intended purpose or to attempt to do so.

3.11 THEFT OF SERVICE

You shall notify us immediately, in writing or by calling our Customer Contact Centre, if the Device is stolen or if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. Until such time as ACN receives notice of the theft, fraudulent use or unauthorized use, you will be liable for all use of the Service using a Device stolen from you and any and all stolen, fraudulent or unauthorized use of the Service.

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3.12 UNSUPPORTED NUMBERS

You acknowledge that the Service does not provide access to all the numbers that are accessible using a standard telephone service. In particular access to many special service numbers is blocked or unavailable as set out in paragraph 9.5.5 below.

4. VALUE ADDED SERVICES

Below is a list of some of the services and features currently available under Pre-Paid Digital Phone Service. This list of services may be amended by time to time. Availability of a particular service or feature is dependent on the technical feasibility of providing that service, and in some cases, provided that you agree to pay any Feature Charge (see 9.2 below).

4.1 3-WAY VOICE CONFERENCING

3-Way Voice Conferencing provides you with functionality to initiate and connect a call with two other parties. While on a call you can put the first call on hold and initiate a second call and connect all parties to the same conversation. Not all telephone handsets support this feature.

4.2 VOICEMAIL

Voicemail provides you with functionality similar to an answering machine on the network. You can record a personalised greeting up to 30 seconds long for callers to hear. Voicemail will store a maximum of 50 messages each up to 180 seconds long.

When a caller leaves a message on your Voice Mailbox the network will attempt to send a message-waiting indicator (MWI) to your IRIS 3000 video phone (other devices may not support MWI).

You can call in to listen to callers' messages at a time convenient to you. Voicemail messages are stored on the network for 7 days if you have heard (read) the message or 90 days if you have not heard (read) the message. You may store saved messages on the network for up to 180 days.

4.3 CALL FILTERING (DO-NOT-DISTURB)

Call Filtering provides you with black and whitelist functionality to filter your incoming calls.

- **Whitelist** - you can set this functionality to allow only incoming calls from specified numbers to reach you. All other calls will be diverted automatically to your Voice Mailbox.
- **Blacklist** - by adding numbers to this list, calls from these numbers will be diverted automatically to your Voice Mailbox.

Call Filtering also provides you the option of Anonymous Call Rejection, allowing you to block all calls from private or unknown numbers.

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4.4 CALL FORWARDING

Call Forwarding provides you with functionality to set incoming calls to forward to another number. There are 3 options available for call forwarding:

Conditional diversions based on:

- call not answered;
- number busy; or

Unconditional diversion of all calls.

4.5 CALL WAITING/CALL HOLD

Call Waiting/Call Hold enables you to receive two calls simultaneously. While on a call you will hear a series of tones indicating a second call is waiting. You can then put the first call on hold and receive the second call. Not all telephone handsets support this feature.

4.6 CALLER ID

CallerID allows you to receive the phone number when called from a service which has the facility to send Calling Line Identification ("CLI"). This feature allows you to personalise your greeting to the caller and is defaulted on at activation of your service. Not all telephone handsets support this feature.

4.7 CALLING LINE IDENTIFICATION PRESENTATION

Your phone number will be sent with each call you make unless you block the facility either:

- (a) on a call by call basis by dialling 1831 before the number called (you may wish to keep this number in a convenient place); or
- (b) permanently, in which case you can unblock on a call-by-call basis by dialling 1832 before the number called.

A receiving party's equipment may not have the capability to display your phone number despite your intention to transmit this information to the called party.

For privacy reasons, for example, if you have an unlisted number, you may wish to block the sending of your phone number.

Note: You cannot block sending of your phone number when calling emergency services, Triple-0 ('000').

4.8 'HUNT ME'/SIMULTANEOUS RING

Hunt Me allows incoming calls to be diverted to up to three (3) destinations sequentially until the call answered. Simultaneous Ring allows you to have up to three (3) destinations ring simultaneously when any calls are received on your phone number. The first destination to be answered is connected.

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5. PHONE NUMBERS

5.1 ASSIGNMENT

If you do not already have a phone number for use with the Service, we will issue you a geographic phone number.

All phone numbers are selected, issued and used by us in accordance with the numbering regulations. For an additional charge, you may apply for a specific phone number, if that number is available for assignment.

The numbering regulations prohibit the use of a geographic phone number except in connection with the Service in a fixed location. We will not allocate a geographic phone number and you must not use a phone number we allocate except in connection with the Service at the Service Address provided by you at the time you ordered the Service. We may be required to recover or recover and replace a phone number we have issued you in order for us to comply with the numbering regulations (e.g. where you advise us of a change of address for the Service). We will give you as much notice as is reasonably practicable if we have to do this.

Without limiting our rights under the General Terms or our rights under this Service Description, where we identify that your use of a number is contrary to the numbering regulations (e.g. you move the Service to another location without informing us) we may suspend or cancel your service, in each case immediately and without notice to you.

Please note that our right to suspend or cancel the service without notice to you under this clause over-rides any requirement we may have to give you notice in other parts of this SFOA.

5.2 RIGHTS OF USE

You do not own the phone number and your right to use the phone number starts when we issue the phone number to you. Your right to use the phone number ends if you no longer obtain the Service unless you transfer your phone number (see clause 6 below).

If you stop obtaining the Service and do not transfer your phone number, we may issue your phone number to another customer in accordance with the numbering regulations.

5.3 OUR LIABILITY TO YOU IN RESPECT OF PHONE NUMBERS

We are not liable to you for any expense or loss incurred by you due to:

- i) any recovery or recovery and replacement of your phone number under clause 5.1 above, or
- ii) you ceasing to have the right to use your phone number under clause 5.2 above.

6. LOCAL NUMBER PORTABILITY (LNP)

If you wish to transfer/port an existing telephone number to your ACN Digital Phone Service, you may do so, if technically feasible.

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You may be able to transfer your phone number to another carrier, or carriage service provider by request with that carrier or carriage service provider. However, this is not always possible and you may lose your phone number.

We may charge you a fee to transfer your phone number to another carrier or carriage service provider.

You must not cancel the service before you transfer your phone number. The carrier or carriage service provider to which you have transferred your phone number will inform us that you have transferred your phone number and we will cancel the service.

You can only transfer your phone number. You may not be able to transfer any enhanced call features. You may only transfer a phone number for which you are the authorised customer.

If you transfer your phone number to another carrier or carriage service provider, any service associated with the Service may be disconnected.

7. PRE-PAID ACCOUNT

Your pre-paid account is the electronic account associated with your Digital Phone Service and phone number to which credits are added and pre-payments are deducted. You must nominate a valid credit card (MasterCard or Visa) at the time we create your pre-paid account for you. Only one Service may be associated to an individual pre-paid account.

Your pre-paid account comprises two components from which credits are deducted:

- (i) a "Service Credit Account", and
- (ii) a "Call Credit Account".

Where we connect, activate or install a service or feature that incurs a service charge, the payment for the service charge for the initial period will be taken immediately following the request for connection, activation or installation. Non-recurring charges for installation, re-arrangement or relocation of your service(s) are taken from your account immediately following the work performed. Ongoing service charges will be deducted from your Service Credit Account in advance (unless specified otherwise) usually for a period of one month from your Account Anniversary Date. Your Account Anniversary Date is dependant on day of the month when you first became a customer. Usage charges are taken from your Call Credit account as the usage occurs.

7.1 USAGE RECORDS

We will not send you electronic or paper invoices or statements in respect of service and usage charges for your pre-paid account. You can however obtain your usage records and the respective charges for the preceding 90 days online via MyAccount or alternatively, for the purposes of an Insurance Claim, Police Report, Court Case/Legal Request and Immigration Request matters, you may obtain electronic or paper records for up to 12 months by calling our Customer Contact Centre. Where you request that we supply electronic or paper records we may charge you our reasonable costs to provide such records. You may also call *88 from your service at any time to hear an Instant Balance Announcement for your Call Credit Account.

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7.2 PAYMENT OPTIONS

We offer the following ways of paying for account credits, including automatic recharges:

- (a) By nominated credit card, MasterCard or Visa, by phone, and
- (b) By nominated credit card, MasterCard or Visa, by automatic debit

Where your pricing package imposes a Service Fee you must agree to pay the "Minimum Service Credit" amount (as defined by your pricing package) via automatic recharge and you must complete a direct debit authority. We will then automatically deduct the Minimum Service Credit amount from your nominated credit card. Where you elect automatic recharge of your Call Credit Account we will use your direct debit authority to automatically deduct the amount you nominate from your nominated credit card.

7.3 CREDITS

Subject to paragraph 7.3.2 below, account credits cannot be converted into or redeemed as cash and cannot be applied against other services you have with us.

7.3.1 Transfer of Credits

We will transfer any existing credits:

- if your ACN Certified Device is lost, stolen or damaged and you purchase a new Certified Device pre-paid package for use with the Service, or
- where your phone number is changed in accordance with clause 9.

7.3.2 Service Cancellation

If we cancel the service for convenience, we will:

- refund any unexpired pre-paid credits, or
- at your request, apply those credits for use on another service you have with us.

Where the service is not cancelled for convenience, any credits remaining at cancellation of the service are forfeited.

7.4 RECHARGING YOUR ACCOUNT

7.4.1 Recharging your Pre-Paid Service Fee

We will automatically recharge your Service Credit Account with the Minimum Service Credit amount on your Account Anniversary Date using your nominated credit card. If your automatic recharge fails we will send you an email advising of the failure so as to allow you to contact us to rectify the problem. We will automatically attempt to debit the Minimum Service Credit amount from your credit card again after 24 hours. Automatic recharge will be cancelled following this attempt if your service fee recharge fails a second time.

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If your Service Fee recharge fails you will no longer have access to the pricing features of your Pricing Package. You will still be able to make and receive calls on your Service until the end of your account expiry period (see 7.5 below). However, all outgoing calls will then be deducted from the available call credit on your account at our standard rates.

7.4.2 Recharging your Call Credit account

You may recharge your Call Credit Account in two ways:

7.4.2.1 Auto Top-Up

Auto Top-Up will recharge your Call Credit Account automatically, so when your Call Credit account balance drops below a preset amount (\$5.00), your nominated credit card will be automatically debited with your selected recharge amount. You can set up Automatic Top-Up by registering at the time you connect the Service, online via MyAccount or alternatively by calling our Customer Contact Centre.

If your Auto Top-Up recharge fails we will send you an email advising of the failure so as to allow you to contact us to rectify the problem. We will automatically attempt to debit the preset amount from your credit card again. Auto Top-Up will be cancelled following this attempt if your Call Credit recharge fails following a third attempt.

7.4.2.2 Manual Top-Up

You can manually top-up your Call Credit Account from time-to-time using your nominated credit card, either online via MyAccount or by calling our Customer Contact Centre.

7.5 ACCOUNT EXPIRY PERIOD

The account expiry period is the time duration when you have limited inbound services available on your pre-paid Digital Phone Service. It does not commence until the Service Fee Validity Period has expired.

If the balance of your Service Credit Account is zero because:

- (i) your credits were forfeited pursuant to clause 5, or
- (ii) your Service Credit Account has not been recharged with an amount equal to the Minimum Service Credit, pursuant to paragraph 7.4.1

you must add at least the Minimum Service Credit before the end of the account expiry period.

If you do not add at least the Minimum Service Credit in accordance with paragraph 7.4.1, we can cancel the service without notice to you. If you add at least the Minimum Service Credit before the expiry of the Account Expiry Period, your service will remain active and the relevant expiry periods will be reset.

Your Service can be used to receive calls during the account expiry period but you cannot make calls (except to the emergency services number) or use any other feature or service unless you have available credit in your Call Credit Account for and the balance of your Call Credit Account remains greater than the minimum balance (see 7.8 below).

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We may, but need not, send you email reminders to warn you that if you do not recharge the Service Fee before the expiration of the Account Expiry Period, your service will be cancelled.

7.6 CALL CREDIT EXPIRY

Irrespective of whether the Call Credit Account currently has available credits, you must add at least an amount equal to the Minimum Service Credit to your Digital Phone Service within the Account Expiry validity period.

If you do not add the Minimum Service Credit in accordance with clause 7.5 above, the remaining balance on your Call Credit Account will be forfeited at the end of the Account Expiry Validity Period and your Call Credit Account will be set at a zero credit balance.

You cannot claim a refund or credit for any forfeited credits.

We are under no obligation to notify you that the credits are about to be or have been forfeited.

7.7 MAXIMUM CREDIT ACCUMULATION

The maximum amount of credit that can be applied to your Call Credit Account is \$300.

7.8 MINIMUM CALL CREDIT

The minimum balance required in your Call Credit Account to make a call is 10¢. If your Call Credit Account balance is less than this amount you cannot make calls (except to the emergency services number) until such time as you recharge your Call Credit account.

7.9 INSUFFICIENT CREDIT

If your Call Credit Account balance is or becomes insufficient to cover a call or use of a particular feature or one of our services, we will not provide the Service to you and will terminate any outbound call, feature or service in progress, except for calls to the emergency services number (i.e. '000').

8. EQUIPMENT

The Certified Device is supplied to you in accordance with Appendix iii and this Service Description. This SFOA relates only to the Service and Certified Device and not any other goods or equipment used in relation to the Service.

9. CHARGES

We may, at our discretion, waive or reduce any charges. The charges for the Service are detailed in the Pricing Tables at the end of this Service Description.

We may offer promotional pricing from time to time, as specified in *Appendix C* to this SFOA.

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Unless we expressly say otherwise, charges for outgoing calls using Pre-Paid Digital Phone Service are based on one-minute intervals over the Chargeable Calling Time and are rounded to the nearest cent. Charges for part of a one-minute interval will be rounded up to the next one-minute interval.

9.1 PRICING OPTIONS

Different pricing options ("Pricing Packages") are available according to the type of service, with variations in the service charges and call charges. The various Pricing Packages are outlined below and may also provide discounts as specified. Pricing Packages may, in addition to discounts and bonuses, impose Service Fees that contain a component of pre-paid included calls (or events) as a usage credit. These credits, discounts and bonuses cannot be accumulated beyond the Service Credit Validity Period in which they are accrued. The value of these credits, discounts and bonuses cannot be transferred between customers or an individual customer's accounts, or redeemed for cash, even at account closure.

Some call and event types, including international voice calls; calls to special numbers (including but not limited to un-timed calls which are not local calls); calls to premium numbers (e.g. 1-900), where available; operator assisted calls; calls to Directory Assistance; and surcharges for the use of certain features are always ineligible for discounts and inclusion in pre-paid included calls unless we expressly say otherwise.

Should you inadvertently choose a Pricing Package that is not available to you, or not available for your service type, or your eligibility for a Pricing Package changes we may automatically change your Pricing Package by applying the appropriate Pricing Package to your service(s), without notice to you.

You may switch to an available Pricing Package upon request, subject to any specified notice period or special restrictions in relation to certain Pricing Packages as specified, and provided that you agree to pay any Pricing Package Change Fee. We may waive this fee in limited circumstances at our discretion.

9.1.1 Available Pricing Packages

Available Pricing Packages are pricing options for new connections only.

9.1.1.1 Video Phone Starter Package

You may choose the Video Phone Starter Package if you are non-commercial (i.e. Residential) customer and you meet the requirements set out in clause 2.

Where you choose this pricing package you are automatically eligible for Unlimited ACN-2-ACN video calls (including ACN-2-ACN international video calls), local and national long distance calls as a component of pre-paid included calls. Unlimited Calling is subject to the conditions set out in 9.3 below.

9.1.1.2 12 Month Value Package

You may chose the 12 Month Value Package if you are non-commercial (i.e. Residential) customer and you meet the requirements set out in clause 2.

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Where you choose this pricing package you are automatically eligible for Unlimited ACN-2-ACN video calls (including ACN-2-ACN international video calls), local and national long distance calls as a component of pre-paid included calls. Unlimited Calling is subject to the conditions set out in 9.3 below

9.1.2 Retired Pricing Packages

Retired Pricing Packages are pricing options which are no longer available for new connections.

Reconnection to a Retired Pricing Package is not available to an existing customer when requesting the reactivation of a cancelled service. You must select a current Available Pricing Package.

Retired Pricing Packages are not available to existing customers for selection when requesting a change to a your existing Pricing Package except at our discretion and only where the relevant service is active and connected to another Retired Pricing Package at the time of your request.

If you wish to change your Pricing Package from a current Available Pricing Package the new Pricing Package you select must be an Available Pricing Package.

9.1.2.1 Month-to-Month Package

The Month-to-Month Package was available to non-commercial (i.e. Residential) customers for new connections from October 30, 2009 to February 28, 2010.

Where you chose this pricing package you are automatically eligible for Unlimited ACN-2-ACN video calls (including ACN-2-ACN international video calls), local and national long distance calls as a component of pre-paid included calls. Unlimited Calling is subject to the conditions set out in 9.3 below.

9.1.2.2 12 Month Package

The 12 Month Package was available to non-commercial (i.e. Residential) customers for new connections from October 30, 2009 to February 28, 2010.

Where you choose this pricing package you are automatically eligible for Unlimited ACN-2-ACN video calls (including ACN-2-ACN international video calls), local and national long distance calls as a component of pre-paid included calls. Unlimited Calling is subject to the conditions set out in 9.3 below

9.2 FEATURE CHARGES (VALUE-ADDED SERVICES)

Access to various features is dependent upon the type of service and the feasibility of providing the feature. You will be charged an access charge per Service Credit Validity Period for each value-added service ("Feature Charge") activated for your service. The relevant charge is applied in advance and is outlined in the table below.

The relevant Feature Charge is applied in any Service Credit Validity Period in which the Feature was active. Charging begins on the day that we complete all necessary steps to activate the Feature, and ceases on the next Account Anniversary Date following the day we complete all necessary steps to terminate the Feature for your service.

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Table – Feature Charges (all Pricing Packages)

<i>Feature</i>	<i>Feature Charge Inclusive of GST</i>
3-Way Voice Conferencing	Nil per month (standard call charges apply for each call joined to the conference)
Call Filtering	Nil per month
Call Forwarding	Nil per month (standard call charges apply to the diversion of incoming calls to another number, as if you had made a separate call from your service)
Call Waiting	Nil per month
Caller ID	\$3.00 per month
'Hunt Me'	Nil per month (standard call charges apply to the diversion of incoming calls if the call is answered by another number, as if you had made a separate call from your service)
Simultaneous Ring	Nil per month (standard call charges apply to the diversion of incoming calls if the call is answered by another number, as if you had made a separate call from your service)
Voicemail	Nil per month

These fees may be waived where your Service Fee provides free access to one or more features. For more information regarding included features refer to the Pricing Tables (see clause 10 below) to this Service Description.

9.3 UNLIMITED CALLING

Where you choose a pricing option that provides Unlimited Calling you may be eligible for discount pricing on certain local calls, national long distance calls, and/or international long distance calls (to specified eligible destinations).

Unlimited Calling discounts are only available once Unlimited Calling is activated for your service. There may be a delay in transferring, connecting or registering your service to ACN. We are not responsible for any delay.

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Unlimited Calling discounts do NOT apply to calls to mobiles, calls to special numbers (including but not limited to un-timed calls which are not local calls), international long distance calls to standard home and business phones and cellular mobile phones, calls to global or satellite services or operator-assisted calls.

9.3.1.1 Restrictions on Unlimited Calling

We aim to provide a quality service and competitive offer to all our customers and ensure that no customers are disadvantaged by the behaviour of others. Our offer and your use of Unlimited Calling applies only to ordinary personal and home use of the service in Australia and is subject to the conditions as set out below:

- a) Where we determine, in our sole, reasonable discretion, that your use is does not constitute ordinary personal and home we may, at our discretion, choose to apply standard call rates to the excessive calls or minutes of use (as applicable) or refuse you access to the offer. If we refuse you access to the offer we will then charge you our standard rates for all call or minutes of calling which otherwise would have been eligible for the offer.
- b) We supply the Service for the purpose of you making and receiving for your own personal use. We will consider your use to be unreasonable if you:
 - i) make or receive calls on our network other than for your personal use;
 - ii) wholesale usage (including transit, refile or aggregate domestic or international traffic) on our network; or
 - iii) use the Service in connection with a device that switches or re-routes calls to and from our network or the network of any Supplier;

without first obtaining our written consent. We may give or withhold our consent, or make consent subject to conditions, in our discretion.

We will also consider your use of the service does not constitute ordinary personal and home use if you set up switch devices which may potentially allow a line to be kept open limiting the ability of other customers to access our network.

Without limiting our rights under the General Terms or our rights under this Service Description, where we consider your use of the offer does not constitute ordinary personal and home use then we may suspend or cancel your service, in each case immediately and without notice to you.

Please note that our right to suspend or cancel the service without notice to you under this clause over-rides any requirement we may have to give you notice in other parts of this SFOA.

9.3.1.2 Unlimited ACN-2-ACN Video Calling

Where you choose a Pricing Package which offers Unlimited ACN-2-ACN Video Calling you will be eligible for discount pricing on video calls from your service to other active ACN Digital Phone Service customers with Australia (and certain overseas destinations, as outlined in paragraph 9.3.1.4 below). For video call to be eligible for Unlimited Calling the service to which the call is terminated must be active with ACN at the time of the call. We are not responsible for any delay in transferring or registering these services to ACN. You are not responsible for identifying other active ACN Digital Phone Service customers. Such identification is handled by our facilities and systems

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Where we identify that your use of the service does not constitute ordinary personal and home use, as stated above, we may choose to apply standard call rates to the excessive calls or refuse you access to the offer. If we refuse you access to the offer we will then charge you our standard rates (as per your Pricing Package) for all minutes of use which otherwise would have been eligible for the offer.

9.3.1.3 Unlimited Local and National Long Distance Calling

Where you choose a Pricing Package which offers Unlimited Local and National Calling you will be eligible for discount pricing on local and national long distance calls from your service.

Where we identify that your use of the service does not constitute ordinary personal and home use, as stated above, we may choose to apply standard call rates to the excessive calls or refuse you access to the offer. If we refuse you access to the offer we will then charge you our standard rates (as per your Pricing Package) for all minutes of use which otherwise would have been eligible for the offer

9.3.1.4 Unlimited ACN-2-ACN International Calling

Where you choose a Pricing Package which offers ACN-2-ACN International Video Calling you will be eligible for discount pricing on direct-dial international long distance voice and video calls originated from your Digital Phone Service to other ACN Digital Phone Service customers in the following countries:

- Austria
 - Canada
 - Denmark
 - Finland
 - France
 - Germany
 - Republic of Ireland
 - Italy
 - Netherlands
 - New Zealand
 - Norway
 - Poland
 - Portugal
 - Puerto Rico
 - Spain
 - Sweden
-

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- Switzerland
- United Kingdom; and
- United States.

For an international long distance call to be eligible for Unlimited ACN-2-ACN International Calling discounts the Digital Phone Service to which the call is terminated must be active with ACN at the time of the call. We are not responsible for any delay in transferring, connecting or registering these services to ACN.

Unlimited Calling discounts do NOT apply to calls to standard home and business phones, calls to special numbers, calls to cellular mobile services (including some fixed network services which are treated as mobile termination) and global or satellite services (where available).

9.4 SERVICE CHARGES

9.4.1 Number Usage Fee

We may charge you a recurring fee each month for the right to use your phone number for each of your Pre-Paid Digital Phone Services. The Number Usage Fee is applied according to the service type and the relevant Pricing Package, and is applied in advance.

The Number Usage Fee is pro-rated according to the portion of the invoicing period over which the service was active. Service charging ceases at midnight of the day that we terminate the physical service.

Applicable Number Usage Fees for Digital Phone Services are set out in the Pricing Tables (see clause 10 below) to this Service Description.

9.4.1.1 Service Fees

Where you have chosen a Pricing Package that attracts a Service Fee we will charge you a periodical fee for access to certain pricing features of that Pricing Package for the duration of the Service Credit Validity Period. The Service Fee is in addition to the feature and usage charges that apply to your Pricing Package and is charged in advance.

The Service Fee is automatically recharged at each Account Anniversary Date while ever the Pricing Package is active and is applied irrespective of your usage of the service.

The Service Fee begins on the day that we complete all necessary steps to activate the service, or from your next Account Anniversary Date where a Pricing Package change is effected.

The Service Fee is not pro-rated upon cancellation of your service.

Pricing Packages which attract a Service Fee (and the relevant charge) are outlined in the Pricing Tables (see clause 10 below) to this Service Description.

Service Fees may include a usage credit component ("Pre-Paid and Included Calls", see paragraph 9.4.1.2 below). The call credit is valid only until the expiry of the Service Credit Validity Period to which the Service Fee applies.

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9.4.1.2 Pre-paid Included Calls

Service Fees may include a call or usage credit component ("Pre-paid Included Calls").

The maximum value of the call or usage credit included in the Service Fee for each Pricing Package is outlined in the Pricing Tables (see clause 10 below) to this Service Description.

Call or usage credits do not accrue in any period where the Service Fee is waived or reduced or your Minimum Service Credit has not been charged. The value of Pre-paid Included Calls is available only for the Service Credit validity period over which the Service Fee is applied. Pre-paid Included Calls include only specific call and event types as follows:

- ACN-2-ACN video calls
- ACN-2-ACN international calls
- Local calls
- National long distance calls
- National Call Diversion
- International long distance calls

All other call and event types are excluded. Recurring charges for value-added services are also excluded unless specified otherwise.

Call credits not used in a recharge period (i.e. prior to the expiry of the Service Credit Validity Period) are forfeited.

9.5 CALL TYPES

9.5.1 Standard Call Types

ACN-2-ACN Video Call - a call from a Digital Phone Service within Australia to another ACN Digital Phone Service within Australia with a Certified Device capable of receiving video calls.

ACN-2-ACN International Call - a call from a Digital Phone Service within Australia to another ACN Digital Phone Service overseas with a Certified Device capable of receiving voice and/or video calls.

You are not responsible for identifying other active ACN customers. Such identification is handled by our facilities and systems.

There may be a delay in transferring, connecting or activating your service, or another customer's service to ACN. We are not responsible for any delay.

ACN-2-ACN calls do NOT apply to local calls, national long distance calls, calls to mobiles, calls to special numbers (e.g. 1-300, 1-800), call diversions, voicemail deposits, voicemail retrievals, international long distance calls or calls to global or satellite services.

Local Call – a call generally defined as a call where:

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- i) the calling party and the called party are both located in the same Charging Zone; or
- ii) the standard Charging Zone in which the calling party is located is adjacent to the standard Charging Zone in which the called party is located; or
- iii) the Charging Zone in which the calling party is located has designated local call access to the Charging Zone in which the called party is located.

Please note that some local calls are excluded, e.g. operator assisted local calls.

Calls to 13, 1300 numbers, while un-timed calls, are NOT local calls.

National Long Distance Call - a call from a Digital Phone Service within Australia to an Access Line elsewhere in Australia that is not a local call.

International Long Distance Call - a call from a Digital Phone Service within Australia to a called number outside Australia.

Calls to Mobiles - a call from a Digital Phone Service within Australia to an Australian mobile phone number.

Calls to Special Services - are calls to services such as 13, 1300, 114(0-3), 1800, 18500, 18555, Operator Services, and Directory Assistance (1223). For technical reasons, calls made to some '13' numbers in regional areas will not always be terminated by the 13 Supplier at the desired answering point. However, the call will be answered by the company to whom the '13' number has been assigned in a capital city of Australia. We are not responsible for the particular routing of calls to '13' numbers.

Diverted Calls - are incoming calls you have diverted to another phone (or to a messaging service such as Voicemail, in which case these calls are classified as **Voicemail Deposit** calls). There are some restrictions on diverting calls, e.g. you cannot divert calls to numbers which cannot be terminated using the Service.

Calls to Retrieve Voicemail - are calls to your voice mailbox to process your messages.

9.5.2 Operator Calls

It is also possible to make certain calls to an operator. You are not able to access certain operator services offered by other Suppliers.

Operator Assistance – is available 24 hours a day, every day of the year and may be sought in the following ways:

- i) for national directory assistance, by dialling "1223"; or
- ii) for international directory assistance, by dialling '1225'.

A charge applies for accessing the operator.

9.5.3 Operator Connected Calls

An operator connected call, including local, national and international operator assisted calls, cannot be accessed by using the Service.

9.5.4 Restrictions on Collect Calls

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International and national long distance calls, calls to mobiles and local calls made by reversing the charges (calling 'collect') cannot be terminated using the Service, nor can a collect call be made using the Service.

9.5.5 Unsupported Numbers

The Service cannot be used:

- (i) for some data and fax services (including to make international fax calls using the prefixes 0015 or 0019); or
- (ii) to call information services such as premium number services (including, for example, calls to 1901 or 1902 prefix numbers; or
- (iii) to call a satellite phone connected to the Singtel Optus MobileSat service; or
- (iv) to call Global and Satellite services including mobile satellite terminals located within the beam coverage of the Inmarsat satellites; Iridium or Globalstar Global Mobile Satellite System services with Australia or overseas; or Thuraya satellite wireless phones located within the Thuraya Regional Mobile Satellite System's network footprint.

9.6 CALL CHARGING

We do not charge for calls to Instant Balance Announcement (*88) or for calls to the Emergency Services operator ("000").

9.6.1 Local Calls and National Long Distance Calls

All local and national long distance calls, unless specified otherwise, incur the charges based on the Pricing Package and the duration and the origin and destination of the call.

Charging commences at the time a connection is established and stops when a call is terminated. Each call includes the charge per increment multiplied by the duration of the call (rounded to the nearest charging increment and cent). The charge rates for each call type and time period are listed in the Pricing Tables (see clause 10 below) to this Service Description.

For the purposes of determining the time at which a call is placed, the time used is the local time in the state (and Australian time zone) to which the local exchange's Charging Zone has been allocated. This will not necessarily be the local time at the place at which your service is located.

The total call is charged in the time category current when the call is established.

Local and national long distance calls are charged in increments of one minute (or part thereof).

9.6.2 Calls to Mobiles

All calls to mobiles, unless specified otherwise, incur the charges based on the Pricing Package and the duration of the call.

Charging commences at the time a connection is established and stops when a call is terminated. Each call includes the charge per increment multiplied by the duration of the call (rounded to the nearest charging increment and

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cent). The charge rates for each call type and time period are listed in the Pricing Tables (see clause 10 below) to this Service Description.

Calls to mobiles are charged in increments of one minute (or part thereof).

9.6.2.1 International Calls

The charges for international long distance calls ('International calls') are set out in *Appendix E* to this SFOA. Call charges are based on the call destination and the duration of the call.

International calls are charged in increments of one minute (or part thereof).

9.6.3 Calls to 13, 1300 numbers

Calls to 13 and 1300 numbers are charged at a fixed call charge per call regardless of the duration of the call. The charge rates for calls to 13 and 1300 numbers are listed in the Pricing Tables (see clause 10 below) to this Service Description.

9.6.4 Calls to 1800 numbers

While calls to 1800 numbers are free from your Digital Phone Service, you must have a minimum balance of 10¢ in available credit in your pre-paid account to make a call to a 1800 number.

9.6.5 Operator Assisted Calls

Calls to the Operator where available are charged at a fixed call charge per call regardless of the duration of the call. The charge rates for calls to the Operator are listed in the Pricing Tables (see clause 10 below) to this Service Description.

9.6.6 Unsuccessful Calls

We will not charge you for calls that are not successfully connected to a called number (including a number to which a called number diverts), including where:

- the called number is busy, disconnected or out of order,
- the called number cannot be accessed using the Service, or
- there are network or other service failures that have caused temporary interruptions to the Service.

9.7 MINIMUM SERVICE TERM

The Pricing Package you choose is subject to a minimum service term. You must connect to the Pricing Package for the minimum term, as shown in the table below. Where you do not maintain your service for the minimum service term (including maintaining your Minimum Service Credit for the minimum term) or you request a Pricing Package change during the minimum service term period, you agree to pay the relevant Early Termination Fee (see 9.8 below).

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<i>Pricing Package</i>	<i>Minimum Service Term</i>
Where you connect on a month-to-month Pricing Package	No minimum term
Where you connect on a 12 month Pricing Package, all Available Pricing Packages	12 months from supply of equipment ("Goods")

9.8 EARLY TERMINATION CHARGE

Where your Digital Phone Service is subject to a minimum service term and is cancelled, either by us or by you, or you request a Pricing Package Change within your minimum service term, an Early Termination Charge will apply (in addition to any usage charges incurred up to and including the date of cancellation). For purposes of calculation of the Early Termination Charge part months will be rounded up to a full month. The Early Termination Unit Charge for each relevant Pricing Package is outlined in the Pricing Tables (see clause 10 below) to this Service Description.

9.9 ADMINISTRATION

Change Pricing Package - You may be eligible to change to another Pricing Package depending on the eligibility requirements of the Pricing Package that you want to change to and subject to us agreeing to the change. You will need to refer to the terms of the Pricing Package you are moving to for this information.

We may charge you a fee if you move from one Pricing Package to another before the end of your minimum term. The amount of the fee will depend on various factors, including the terms of your current Pricing Package, your call spend under your current Pricing Package and the terms of the new Pricing Package you are moving to. Where a fee applies you must have sufficient credit available in your Pre-Paid Account to cover the fee before we will accept your request. You should call our Customer Contact Centre for further information on the fee that may apply in your case.

If you change your Pricing Package to a new Pricing Package at any time, or roll-over a minimum term commitment and choose a new Pricing Package we will apply the charges set out in your new Pricing Package from the date of effect of the change. The date of effect of a change will be advised to you at the time you request a change (and agree to any fees associated with that change.)

Temporary Suspension - you may request your service be temporarily suspended (including suspension of the phone number). We may charge a fee for temporarily suspending the service. Where a fee applies you must have sufficient credit available in your Pre-Paid Account to cover the fee before we will suspend your service.

The maximum suspension period is 60 days unless we agree to extend the suspension. If you wish to extend the suspension period for longer than 60 days months, you must contact us before the end of the 60 day period or we may reactivate or cancel your service (at our discretion).

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Please note: Where your service is subject to a minimum service term that minimum service term will extend by the period of the suspension, unless we agree otherwise.

Change of Call Diversion Conditions - you may change your call diversion conditions at any time either via your handset, online via MyAccount or alternatively by calling our Customer Contact Centre. We will not charge you a fee for changing call diversion conditions.

Change Phone Number - you may have your Pre-Paid Digital Phone Service phone number changed upon request. Except in legitimate cases of unwelcome calls (where you have reported the matter to the relevant law enforcement agency) a change of phone number will incur a once-off administration charge.

9.9.1 Administration Charges

<i>Charge Description</i>	<i>Charge (Inclusive of GST)</i>
Pricing Package Change (where your service is NOT subject to a minimum service term)	\$5.50 per change (waived where, after the change, the service is associated to a Pricing Package with a higher Minimum Service Credit requirement)
Pricing Package Change (where your service is subject to minimum service term)	\$5.50 per change in addition to the applicable Early Termination Charge (we will defer the application of the Early Termination Charge where, after the change, the service is associated to an available Pricing Package with a higher Minimum Service Credit requirement. Please note that following the change, the applicable Early Termination Charge is that which was applicable to the Pricing Package to which your service was subscribed upon commencement of the minimum service term.)
Change of address (relocation)	\$29.00
Change of phone number	\$55.00

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9.10 DISCOUNTS

9.10.1 Promotional Pricing

From time to time we run special promotions or offers (Promotional Pricing) in connection with the Service. Under Promotional Pricing, both price and length of minimum service period may differ from those set out in this SFOA. If you wish to obtain the benefit of the Promotional Pricing:

- (i) where we require, you must agree to the terms and conditions of the Promotional Pricing by a means specified by us, which may include, without limitation, signing an application form in relation to the Promotional Pricing, containing the special pricing and/or minimum service period for the Promotional Pricing that are different from those contained in the Service Description;
- (ii) to the extent that the Special contains special pricing and/or minimum service period that are different from those set out in the Service Description, the special pricing and/or minimum service period of the Promotional Pricing will prevail;
- (iii) in all other respects the terms and conditions of this SFOA shall continue to apply; and
- (iv) on the expiry date of the Promotional Pricing, the special pricing and/or minimum service period of the Promotional Pricing shall cease to apply at our discretion and if those terms and conditions cease to apply, the supply of the Service to you shall continue subject to the terms and conditions of this SFOA from that time on, including the terms and conditions over which the Promotional Pricing had applied.

9.11 OTHER CHARGES

9.11.1 Call Extract Charges

You may request extracts of your call usage from the previous 90 days by downloading these from MyAccount or alternatively, extracts from the previous 12 months by calling our Customer Contact Centre. We may charge for copies of these extracts of your call records depending on the method of sending the extract(s) as follows:

By downloading an electronic copy from MyAccount (if available): no charge

By E-mail: \$5.50 (inclusive of GST) per 3 month period or part thereof

By Postal mail: \$7.50 (inclusive of GST) per 3 month period or part thereof

You must have sufficient credit available in your Pre-Paid Account before we will supply call extracts.

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9.11.2 Declined Payment Charges

<i>Charge Type</i>	<i>Charge Inclusive of GST</i>
Declined Direct Debit Fee	\$9.90 each automatic recharge attempt that is declined

9.11.3 Service Restoration Charges

If we have cause to terminate the provision of Services to you and subsequently agree to resume the service to you, we may charge a service restoration fee of \$59.00.

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10. PRICING TABLES

10.1 AVAILABLE PRICING PACKAGES

10.1.1 Video Phone Starter Package

This pre-paid pricing package is available to new and existing ACN non-business customers from March 01, 2010.

<i>Credit Expiry Periods</i>	
Service Credit Validity Period	30 days
Account Expiry Period	60 days
Call Credit Expiry Period	None, subject to application of Account Expiry Period

<i>Minimum Service Term</i>	none
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<i>Charge Description</i>	<i>Charge (per one-minute increment unless otherwise specified)</i> <i>Inclusive of GST</i>
Initial Charge	\$349.00 upfront Includes purchase of an IRIS 3000 video phone, delivery of the video phone within Australia and initial Service Fee
Service Fee (Minimum Service Credit)	\$24.95 per month via automatic recharge on your Account Anniversary Date each month unless cancelled prior
Pre-Paid Included Calls	Unlimited [^] credit for ACN-2-ACN video calls, international ACN-2-ACN calls, local calls and national long distance calls
Included Features	CallerID
ACN-2-ACN video calls	Unlimited [^] while Minimum Service Credit is valid, otherwise 10¢*
Local calls	Unlimited [^] while Minimum Service Credit is valid, otherwise 10¢*

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<i>Charge Description</i>	<i>Charge (per one-minute increment unless otherwise specified)</i> <i>Inclusive of GST</i>
National long distance calls	Unlimited ^ while Minimum Service Credit is valid, otherwise 10¢*
Calls to Australian mobiles*	25¢
Calls to 13, 1300 numbers*	30¢ per call
Calls to 1800 numbers*	0¢
International ACN-2-ACN calls	Unlimited ^ while Minimum Service Credit is valid, otherwise 25¢*
International calls	The charges for International calls are those specified in Appendix E
Calls to national directory assistance	50¢ per call
Calls to international directory assistance	\$2.20 per call

^Unlimited local, national ACN-2-ACN video calls and international calls applies only to ordinary personal and home use of the service in Australia.

**Deducted from available Call Credit (including Bonus Call Credit while valid). Minimum balance equal to one-minute charge is required to make a call.*

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10.1.2 12 Month Value Package

This pre-paid pricing package is available to new and existing ACN non-business customers from March 01, 2010.

<i>Credit Expiry Periods</i>	
Service Credit Validity Period	30 days
Account Expiry Period	60 days
Call Credit Expiry Period	None, subject to application of Account Expiry Period
Bonus Call Credit Expiry Period	30 days from Commencement

<i>Minimum Service Term</i>	12 months
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<i>Charge Description</i>	<i>Charge (per one-minute increment unless otherwise specified)</i> <i>Inclusive of GST</i>
Initial Charge	\$304.55 upfront Includes purchase of an IRIS 3000 video phone, delivery of the video phone within Australia, initial Service Fee plus \$25 Bonus Call Credit
Service Fee (Minimum Service Credit)	\$24.95 per month via automatic recharge on your Account Anniversary Date each month unless cancelled prior
Pre-Paid Included Calls	Unlimited^ credit for ACN-2-ACN video calls, international ACN-2-ACN calls, local calls and national long distance calls
Included Features	CallerID
ACN-2-ACN video calls	Unlimited^ while Minimum Service Credit is valid, otherwise 10¢*
Local calls	Unlimited^ while Minimum Service Credit is valid, otherwise 10¢*
National long distance calls	Unlimited^ while Minimum Service Credit is valid, otherwise 10¢*

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<i>Charge Description</i>	<i>Charge (per one-minute increment unless otherwise specified)</i> <i>Inclusive of GST</i>
Calls to Australian mobiles*	25¢
Calls to 13, 1300 numbers*	30¢ per call
Calls to 1800 numbers*	0¢
International ACN-2-ACN calls	Unlimited^ while Minimum Service Credit is valid, otherwise 25¢*
International calls*	The charges for International calls are those specified in Appendix E
Calls to national directory assistance*	50¢ per call
Calls to international directory assistance*	\$2.20 per call

^Unlimited local, national ACN-2-ACN video calls and international calls applies only to ordinary personal and home use of the service in Australia.

**Deducted from available Call Credit (including Bonus Call Credit while valid). Minimum balance equal to one-minute charge is required to make a call.*

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10.2 PREVIOUSLY AVAILABLE PRICING PACKAGES

10.2.1 Month-to-Month Package

This pre-paid pricing package was available to new and existing ACN non-business customers who purchased an IRIS 3000 video phone (\$308.90 inclusive of GST and delivery) between October 30, 2009 and February 28, 2010.

<i>Credit Expiry Periods</i>	
Service Credit Validity Period	30 days
Account Expiry Period	60 days
Call Credit Expiry Period	None, subject to application of Account Expiry Period
Bonus Call Credit Expiry Period	30 days from Commencement

<i>Minimum Service Term</i>	none
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<i>Charge Description</i>	<i>Charge (per one-minute increment unless otherwise specified)</i> <i>Inclusive of GST</i>
Initial Charge	\$338.85 upfront Included purchase of an IRIS 3000 video phone, delivery of the video phone within Australia, initial Service Fee plus \$10.00 Bonus Call Credit
Service Fee (Minimum Service Credit)	\$29.95 per month via automatic recharge on your Account Anniversary Date each month unless cancelled prior
Pre-Paid Included Calls	Unlimited^ credit for ACN-2-ACN video calls, international ACN-2-ACN calls, local calls and national long distance calls
Included Features	CallerID
ACN-2-ACN video calls	Unlimited^ while Minimum Service Credit is valid, otherwise 10¢*

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<i>Charge Description</i>	<i>Charge (per one-minute increment unless otherwise specified)</i> <i>Inclusive of GST</i>
Local calls	Unlimited ^ while Minimum Service Credit is valid, otherwise 10¢*
National long distance calls	Unlimited ^ while Minimum Service Credit is valid, otherwise 10¢*
Calls to Australian mobiles*	25¢
Calls to 13, 1300 numbers*	30¢ per call
Calls to 1800 numbers*	0¢
International ACN-2-ACN video calls	Unlimited ^ while Minimum Service Credit is valid, otherwise 25¢*
International calls*	The charges for International calls are those specified in Appendix E
Calls to national directory assistance*	50¢ per call
Calls to international directory assistance*	\$2.20 per call

^Unlimited local, national ACN-2-ACN video calls and international calls applies only to ordinary personal and home use of the service in Australia.

**Deducted from available Call Credit (including Bonus Call Credit while valid). Minimum balance equal to one-minute charge is required to make a call.*

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10.2.2 12 Month Package

This pre-paid pricing package was available to new and existing ACN non-business customers who purchased an IRIS 3000 video phone (\$308.90 inclusive of GST and delivery) between October 30, 2009 and February 28, 2010.

<i>Credit Expiry Periods</i>	
Service Credit Validity Period	30 days
Account Expiry Period	60 days
Call Credit Expiry Period	None, subject to application of Account Expiry Period
Bonus Call Credit Expiry Period	30 days from Commencement

<i>Minimum Service Term</i>	12 months
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<i>Charge Description</i>	<i>Charge (per one-minute increment unless otherwise specified)</i> <i>Inclusive of GST</i>
Initial Charge	\$331.85 upfront Included purchase of an IRIS 3000 video phone, delivery of the video phone within Australia, initial Service Fee plus \$10.00 Bonus Call Credit
Service Fee	\$22.95 per month ("Minimum Service Credit") via automatic recharge on your Account Anniversary Date each month unless cancelled prior
Pre-Paid Included Calls	Unlimited^ credit for ACN-2-ACN video calls, international ACN-2-ACN calls, local calls and national long distance calls
Included Features	CallerID
ACN-2-ACN video calls	Unlimited^ while Minimum Service Credit is valid, otherwise 10¢*
Local calls	Unlimited^ while Minimum Service Credit is valid, otherwise 10¢*

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<i>Charge Description</i>	<i>Charge (per one-minute increment unless otherwise specified)</i> <i>Inclusive of GST</i>
National long distance calls	Unlimited ^ while Minimum Service Credit is valid, otherwise 10¢*
Calls to Australian mobiles*	25¢
Calls to 13, 1300 numbers*	30¢ per call
Calls to 1800 numbers*	0¢
International ACN-2-ACN video calls	Unlimited ^ while Minimum Service Credit is valid, otherwise 25¢*
International calls*	The charges for International calls are those specified in Appendix E
Calls to national directory assistance*	50¢ per call
Calls to international directory assistance*	\$2.20 per call

^Unlimited local, national ACN-2-ACN video calls and international calls applies only to ordinary personal and home use of the service in Australia.

**Deducted from available Call Credit (including Bonus Call Credit while valid). Minimum balance equal to one-minute charge is required to make a call.*

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