

# PennyTel Personal VoIP Service Description

[www.pennytel.com.au](http://www.pennytel.com.au)

**Phone:** +61 1300 112 888

# PENNYTEL PERSONAL VOIP SERVICE DESCRIPTION

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## 1 WHAT IS THIS DOCUMENT

- a) This document sets out the Service Description for supply of the PennyTel Personal VoIP Service by PennyTel Australia Pty Ltd (ABN 12 166 566 632) ('we', 'our', 'us') to our residential customers ('you').
- b) The Agreement between you and PennyTel Australia Pty Ltd (ABN 12 166 566 632) is made up of the following parts:
  - a. The General Terms;
  - b. this PennyTel Personal VoIP Service Description;
  - c. the Critical Information Summary; and
  - d. the terms of the Plan or Offer you order.

The Agreement is created when we accept an order from you for the PennyTel Personal VoIP Service,

- c) You need to read this document, the General Terms, the Critical Information Summary, and your order to understand the Agreement and your rights and obligations relating to the PennyTel Personal VoIP Service. Words that start with a capital have defined meanings, set out in clause 9. You need to read the definitions in that clause to understand the meanings of those words

## 2 THE PENNYTEL PERSONAL VOIP SERVICE

### 2.1 What is the PennyTel Personal VoIP Service?

- (a) The PennyTel Personal VoIP Service is a Voice over IP (VoIP) telephony service that allows you to make and receive calls using a broadband Internet connection (ADSL, ADSL2+, Naked ADSL, NBN) rather than the copper phone lines of a Public Switched Telephone Network (PSTN).
- (b) The Service allows you to make and receive voice calls to and from:
  - i) other PennyTel members
  - ii) standard Australian local and national (STD) numbers;
  - iii) Australian mobile numbers;
  - iv) 000 emergency numbers;
  - v) free phone (1800) and local rate (13, 1300) numbers;
  - vi) some directory assistance numbers; and
  - vii) International numbers.
- (c) The Service provide you with access to the following features:
  - i) Voice Mail (778)
  - ii) SmartDial
  - iii) Local Operator
  - iv) Callback
  - v) SMS
  - vi) Call Forward / Divert
  - vii) Call Filtering
  - viii) PennyFaxSome of these features will incur additional charges.
- (d) The Service may provide you with an included Direct Inward Dialling (DID) telephone number. This number is used for the purpose of receiving calls from the PSTN. Without a DID, you may only receive calls from other customers using our service.

- (e) There is no limit to how many VoIP phone lines you can have. However the more phone lines you have, the faster your internet service needs to be. Please note other internet applications (e.g. downloading, FTP, email) also consume bandwidth if they are using the same internet connection.
- (f) The service is intended to be used by residential customers for personal, domestic or household purposes. If you are a business customer, we recommend you order our Cloud PBX or SIP Trunking service, which is intended for business customers.

## 2.2 Customer Eligibility

- (a) You can only order the Service if you are a residential customer and you:
  - i) are over 18 years of age;
  - ii) acquire and will use the Service for personal, domestic or household purposes; and
  - iii) will not use the Service for business purposes.

## 2.3 Limitations of the PennyTel Personal VoIP Service

- (a) You acknowledge and agree to accept the limitations of the PennyTel Personal VoIP Service set out in this clause 2.3.
- (b) To make or receive a call using a PennyTel Service you must have a positive Account Balance.
- (c) There are important differences between the PennyTel Personal VoIP Service and a standard (PSTN) telephone. Unlike a PSTN telephone, the nature of the PennyTel Personal VoIP Service and its technology mean there will be times when you cannot use your PennyTel Personal VoIP Service. This service is not intended to be used as a standard telephone service. We strongly recommend that you keep another form of telephone (mobile or landline) to use during those periods when the Service is not available.
- (d) It is not possible to use this service to make calls to:
  - i) Premium Rate Numbers (e.g. 190x)
  - ii) Some operator assisted numbers and special service numbers
  - iii) High risk International destinations

### ***Limited access to Emergency Services***

- (e) You acknowledge and agree that:
  - i) you will not be able to use the Service to call emergency services (such as 000), or anyone else, if there is any kind of outage or interruption to the broadband internet connection or to the power supply, until the broadband internet service and power supply have been restored, and you have reset or reconfigured the equipment; and
  - ii) you will not be able to use the Service to call emergency services (such as 000), or anyone else, if the Service is suspended for any reason, including for failure to pay your bill or maintain the minimum positive balance required by your plan.
  - iii) We do not accept liability arising from any inability to access emergency services using the Service except to the extent expressly set out in clause 10 of the General Terms.

### ***Emergency Services and Service Address Information***

- (f) Your service address is the primary location where you will use the Service, as specified in your order. We will notify emergency services of the service address details you provide us in your order and of any changes to your service address if you provide them to us. It is your responsibility to provide us with any changes to your service address. Emergency services use this information to know your location if you call 000 for emergency help, and also if there is a natural disaster or emergency broadcast warning. You acknowledge that if you do not keep your service address details current, emergency services will not know your physical location if you call them using the Service and you will need to tell them your location on the call.

### ***Voice Quality of the Service***

- (g) You acknowledge that voice quality of the Service may vary by location and is affected by many factors such as the quality of your internet service provider, broadband speeds, the equipment you are using, how far you live from the exchange and line quality connecting the exchange to your premises. Therefore we do not guarantee voice quality of the Service. If you are not satisfied with the voice quality of the Service, you can only cancel the Service under clause 9 of the General Terms. If you have an Agreement with Fixed Contract Period, you may incur a Break Fee.

### ***Availability***

- (h) The Service is not available at all locations and we do not guarantee to be able to connect the Service to you.

### ***Possibility of faults and interruptions.***

- (i) We will supply the Service using due care and skill but we do not guarantee continuous access to the Service at all times, or that it will be fault free or uninterrupted.

## **2.4 Technical, Operational and Equipment Requirements**

- (a) To receive and use the Service you must, at your cost, provide, install and maintain the Equipment required, ensure the other requirements are satisfied, and install the Service.
- (b) You are responsible for the provision of the connection to the internet required to make the service, for arranging the quality of that service and for any charges for internet use including any charge for data usage that may arise as a consequence of the service.

## **2.5 Customer Service Guarantee (CSG)**

- (a) The Customer Service Guarantee Standard sets out minimum performance standards that service providers must meet or exceed for appointments and the connection and repair of standard telephone services (and certain enhanced call-handling features). If a performance standard is not met, the customer may be eligible for compensation from their service provider.
- (b) Depending on the circumstance, this PennyTel Personal VoIP Service may be considered a standard telephone service. It is a condition of the Service that you consent to waive your rights and protections under the Customer Service Guarantee Standard. We will ask you to do this at the time of your order. If you consent to waive your rights and protections verbally, and not in writing, you can withdraw your consent within 5 working days after giving the consent.
- (c) If you do not consent to waive your rights and protections under the Customer Service Guarantee Standard, we will not supply the Service to you, and we can terminate the Agreement under clause 9.2 of the General Terms.

## **2.6 Equipment and Installation for the PennyTel Personal VoIP Service**

- (a) If you order Equipment required for the Service from us, we will supply it under the terms and conditions set out in the General Terms, and in this clause 2.6. You are responsible for installation, upgrade and maintenance of all equipment you buy from us.

### **Equipment Warranty**

- (b) If the Equipment we supply you has the benefit of a warranty, details will be stated in the warranty information on our website.
- (c) If for any reason we provide you replacement Equipment in advance of receiving the original equipment from you, we will bill you our standard retail price for the equipment. The bill will be cancelled when we receive the original equipment from you. If for any reason we do not receive the original equipment, or we have no obligation to repair or replace the equipment under warranty or other legal obligation, then you must pay us the charges billed.

### **2.7 Connecting and Supplying the PennyTel Personal VoIP Service**

- (a) The terms of supplying the services are set out in clause 4 of the General Terms.
- (b) The Start Date for the Service is the date on which you first use the Service, or 5 days after we notify you that the Service is ready to use, whichever occurs first.
- (c) You acknowledge that the Service relies on networks and services supplied by our suppliers and other third parties which are outside our control.
- (d) We are not liable to you for any delay in supplying the Service or any failure to connect the Service to you except to the extent expressly set out in clause 10 of the General Terms.

### **2.8 Restrictions on using the PennyTel Personal VoIP Service**

- (a) You acknowledge and agree that we supply the Service to you for personal, domestic or household purposes, and not for business purposes.
- (b) **Fair Use Policy.** You must comply with our fair use policy for this Service as set out in this clause (b).

Our plans have been designed to provide you with the flexibility to choose an option that provides best value for your calling needs. We are unable to forecast all the circumstances and ways in which you may use our plans.

If you use a plan excessively we reserve the right to notify you that we consider the use to be excessive and to transfer you to the Default Plan (Free Access).

If excessive use continues we may suspend or terminate your service. If your Service is terminated for excessive use we may cancel you as a PennyTel Member.

Unless otherwise stated in your Plan, PennyTel considers the duration of any calls, regardless of whether it is timed or untimed in any PennyTel service plan, in excess of 2 hours in one session to be of excessive use. We may automatically terminate excessive use calls without notifying you beforehand.

Unless otherwise stated in your Plan, where a plan otherwise does not specify a limit or a per call charge PennyTel considers total usage in a month in excess of 2000 minutes to be excessive use.

- (c) **Restriction on making calls.** You acknowledge that you will not be able to use the Service to call anyone in the circumstances set out in clause 2.3 **Error! Reference source not found.**
- (d) **Outgoing Calls.** The Service can be used to make outgoing calls to most Public Switched Telephone Numbers. You acknowledge that you will not be able to use the Service to call some special service numbers such as Directory Assistance, time and 1900 premium rate numbers.
- (e) **Blocking call destinations.** You acknowledge that we can block access to certain call destinations for technical, operational or commercial reasons.

- (f) **SMS delivery.** You acknowledge that some SMS messages may not reach their destination number, especially for international SMS.
- (g) **Occasional call drop out.** You acknowledge that you may experience the occasional drop out to some destinations, caused by local conditions at the destination, and not by our network.

### 3 SERVICE FEATURES

#### 3.1 Service Features

(a) The PennyTel Personal VoIP Service provides you access to the following features:

i) **Voice Mail**

We provide a free voicemail service with all Voice plans.

This feature must be enabled in the PennyTel Portal before it can be used

Once enabled, it is accessible by calling 778 from the PennyTel Personal VoIP Service

ii) **SmartDial**

SmartDial allows you to map your destination numbers to the SmartDial numbers available to you. When calling a destination number using SmartDial, you will need to dial the respective SmartDial number (which is a local number so you are only charged the local call rates).

SmartDial numbers can only be used for making voice calls, so you cannot to send SMS messages via the SmartDial numbers.

iii) **Local Operator**

The Local Operator Number service allows non-Personal VoIP users to call you when you do not have a DID (Direct Inward Dialling) number.

To connect to you, callers will need to dial the Local Operator Number, your PennyTel account number, followed by the '#' key.

The Local Operator Number is a local number for the caller.

iv) **Callback**

Callback can be used with Personal VoIP, even when you don't have an internet connection.

Register your number, then call or text our local access number and we will initiate callback to connect your call.

To use this feature, you must log in to the PennyTel Portal and register the phone number(s) you will be making your calls from.

v) **SMS**

You can either use the PennyTel Mobile App to SMS from your mobile or use the PennyTel customer portal

PennyTel SMS are charged at AUD\$0.05 per SMS

vi) **Call Forward / Divert**

Call forwarding allows you to forward calls made to your PennyTel number to any number you specify.

Charges will be applicable at the Personal VoIP outgoing rate, depending on the destination phone number (the forwarding number), and the duration of the forwarded call.



vii) **Call Filtering**

Call filtering allows you to filter or block any unwanted calls, whether it be unknown numbers or specific numbers from your Address Book.

This feature includes options to configure:

- who can contact you and at what time;
- which calls are received and what goes to voicemail individually or by groups of numbers; and
- which numbers to block.

viii) **Meet-Me Conferencing (Casual)**

Meet-Me Conferencing links up to 25 participants from different locations into the one call. Call rates are charged per participant. There are three possible roles. Convenor, Speaker, and Listener.

We will allocate a set of unique PIN numbers for each role and it is your responsibility to look after and distribute those PIN numbers. We will not be liable for any misuse of your conferencing PIN numbers. You should reset your PIN numbers on the PennyTel Portal on a regular basis, or after each conference, to prevent the possibility of misuse.

### 3.2 How to order Services

- (a) You can order Services online via our website at [www.pennytel.com.au](http://www.pennytel.com.au) or by calling us on 1300 112 888.

## 4 CUSTOMER SUPPORT

- (a) You must promptly contact us about any service difficulty and provide sufficient details and access to assist us to investigate it.
- (b) To request customer support, contact our Customer Service Centre on 1300 112 888 or on +61 2 8282 6203 if you are overseas, between the standard hours of 9am to 7pm AEST Monday to Friday or online at <https://www.pennytel.com.au/contact-us/support-request>.
- (c) We will provide support for equipment and software purchased from us. We will not provide customer support for the connection of additional computers, networking devices or local area networks to the service, nor any other features unrelated to the provision of this service.
- (d) Customer support may only provide limited assistance for equipment and software supplied by you. However, we will provide full customer support for billing, passwords, inquiries, and the PennyTel Portal.

## 5 CHARGES AND BILLING

### 5.1 Types of Charges

- (a) For this Service, you must pay the fees and charges for the plan specified in your Order and other applicable fees and charges at the times set out in the table below:

Type of charge		Payment due
Initial charges	Equipment & delivery charge	on the date you place your order
	Set up fee	on the date you place your order

Type of charge		Payment due
Recurring charges	Access charges	In advance according to plan (e.g. monthly/annual), commencing on the date you place your order
	Usage charges	By prepayment in advance.
Miscellaneous charges	Other fees & charges as set out in the General Terms, this Service Description and your Order, or as we notify under clause 3 of the General Terms	As incurred

## 5.2 Prepaid

- (a) You acknowledge that we do not provide credit terms for supply of this Service. The service is charged on a prepaid basis and you must pay for all charges in advance and maintain a positive balance.

## 5.3 Account Balance

- (a) When you acquire a Service you will be required to make a Payment into your account. We will maintain an Account Balance for you as a Member. Your Account Balance can be viewed at any time through the PennyTel Portal. Account Balances are maintained in units of cents.

## 5.4 Broadband Internet Download and Charges

- (a) You acknowledge that when you use the Service you also use broadband data download. You are responsible for all broadband usage charges incurred from your internet service provider when you use the Service.

## 5.5 Call Charges

- (a) We charge for timed calls from the time the call is answered by the called party or by an answering machine or by other means which provides announcements for wrong number, service switch off or disconnect service until the time when the call is terminated by the calling or called party. You are responsible for properly terminating your calls. Unless specified otherwise in the Critical Information Summary of the plan you are using, we charge for timed calls in one minute increments. For billing, we will round the charges up to the next whole minute and to the next 1 cent.
- (b) Call Charges are deducted from your Account Balance at the conclusion of each call or as soon after as is practicable. If the Account Balance becomes zero or less, or falls below any threshold specified in a Plan, then Call Restrictions will apply. If the amount of a call charge is greater than the current Account Balance then the total amount of the call will be charged and the Account Balance will be negative.
- (c) All call charges may be backdated up to 190 days after the date of call where applicable.

## 5.6 International Call Rates

- (a) International call rates are subject to variation. Please contact us to confirm any prices before calling, or click 'Call Rates' from the relevant plan on our website: <https://www.pennytel.com.au/personal-voip/plans>

## 5.7 Call Credits

- (a) Call Credits are provided as part of some Plans and Promotions. Additional Call Credits may be applied in conjunction with Once Off fees (for example making a PennyTransfer or purchasing an ATA device) or Offers.
- (b) Call Credits included in your Plan are credited at the beginning of the next billing month. They will be valid on a monthly basis, whereby any unused credits will not be rolled over to the next billing month.
- (c) Call credits from making a PennyTransfer will be valid for 30 days, from the moment it is credited into the customer's account.
- (d) Call credits from purchasing an ATA device do not expire, as they are given in a dollar amount for usage.
- (e) Call credits related to PennyTel's promotions are dependent on the specific terms in the promotion.
- (f) If you exceed the number of call credits in a billing period, we charge you for each call you make in excess of the number of included call credit at the rates set out in the Critical Information Summary.

## 5.8 Bill Frequency and Billing Date

- (a) We issue bills to you on a monthly basis with charges calculated to the 1st of each month. You will be advised by e-mail at the address specified by you that your invoice is available in the Portal.

## 5.9 Bill Contents

- (a) The bill we issue will itemise the call charges deducted from your Account Balance in the Billing Period. It will include details of any Once-off Charges incurred in the Billing Period.
- (b) It will include the Service Access & Resource Fee and any pro-rated Service Access & Resource Fee. The net value of your Service Access & Resource Fee and any adjustments will be deducted from your Account Balance when the bill is issued. If these amounts are greater than the Account Balance they will be deducted and the Account Balance will be negative.

## 5.10 Billing Period

- (a) The Billing Period for the Service Access & Resource Fees and Call Credits starts and ends on the 1st and last day of each month respectively. If your service sign up date is not the 1st of the month, then the account will be charged on a pro-rated basis.
- (b) The pro-rated amount is calculated by dividing the Service Access & Resource Fee by the number of days in the current month, and multiplying the result by the number of remaining days in the current month. This also applies to free Minutes, Calls and Data Allowance.
- (c) The full amount for the plan's Service Access & Resource Fee will be automatically charged by our system, but the difference between the Service Access & Resource Fee and the pro-rated amount will be refunded to you, based on your original payment method. For example, if you paid using your credit card, the amount will be refunded to your credit card.

## **6 PAYMENT**

### **6.1 Payment options**

- (a) Payments to us can be made by Credit Card, BPAY, Direct Credit or by EFT. Some services may have restrictions on the payment methods that can be used.

### **6.2 Prepaid**

- (a) You acknowledge that we do not provide credit terms for supply of this Service. The service is charged on a prepaid basis and you must pay for all charges in advance and maintain the minimum positive balance required by your plan

### **6.3 Auto Recharge**

- (a) You may select to establish an Auto Recharge facility with us.
- (b) Auto Recharge is established through the PennyTel Portal and will charge a Credit Card.
- (c) In establishing the Auto Recharge facility you will specify the Threshold Account Balance i.e. Total Balance (which must be no less than \$10 or other amount specified for the Service) at which the Auto Recharge will occur, you will specify the Payment Amount for each recharge (which must be no less than \$20 or other amount specified for the Service) and you will specify a Maximum Amount of Recharges that can occur in a Billing Period. The Maximum Amount must be a whole number multiple of the Payment Amount.
- (d) You may change these amounts through the PennyTel Portal at any time.
- (e) A Maximum Amount of Recharges is not applicable for paid Personal VoIP plans.
- (f) Any outstanding balance owing to PennyTel will automatically trigger Auto Recharge. The recharge amount will be either the outstanding balance or specified recharge amount, whichever is higher.
- (g) Each time that the Auto Recharge is triggered you will be sent an e-mail confirming that the Payment has been made.
- (h) Some Services (for example the Crazy Talk and Talk Till You Drop Plans, Multiple Calls, DIDs and PennySIM) are only available to you if you have established Auto Recharge and may specify minimum amounts for the specific Service.

### **6.4 Disputes**

- (a) If you have identified to us that you wish to dispute a specific charge we have made against your Account Balance, we will credit your Account for the amount of the disputed charge while we are investigating the dispute and until the investigation is complete.
- (b) If our investigation reveals the charge was correct, we will recharge your account the amount of the charge once we have advised you of that decision.

## **7 UPGRADES, DOWNGRADES AND RELOCATIONS**

### **7.1 Upgrades and Downgrades**

- (a) You can change the plan for the Service to another plan at any time by notifying us in writing at least 14 days beforehand.
- (b) The change of plan will take effect on the next billing date.
- (c) If you downgrade a plan you will incur a Break Fee as set out in the Critical Information Summary.
- (d) You can only upgrade or downgrade the Service to another PennyTel Personal VoIP Service. If we agree to the change, you may incur a Break Fee and other charges.

## 7.2 Relocating the Service

- (a) This service can be used anywhere there is a suitable broadband internet connection. If you relocate your residence, you are responsible for notifying us of any changes to your address. This address is submitted to the IPND (Integrated Public Number Database), which is used by emergency services such as ambulance or fire brigade to send help if you call 'triple 0' from this number.

## 8 PHONE NUMBERS, PORTABILITY, PHONE DIRECTORY AND DATABASE LISTINGS

### 8.1 Telecommunications Numbering Plan

- (a) The Telecommunications Numbering Plan sets out rules for issuing, transferring and changing telephone numbers.
- (b) We do not confer any ownership or legal interest or goodwill in any telephone number issued to you. You are entitled to continue to use any telephone number we issue to you, except in circumstances where the Telecommunications Numbering Plan allows us to recover the number from you.
- (c) We refer to a standard Australian geographic number issued to you as a Direct Inward Dialling (or DID) number. A DID is not essential to use the services of PennyTel. In addition a PennyTel VoIP service can work with more than one DID.
- (d) Telephone numbers are allocated and regulated by law under the Telephone Numbering Plan. Telephone numbers (DID numbers) are publicly owned and leased by us for a fee from the Australian government. You acknowledge that if we supply you with a telephone number, you do not own the number and you must return the number to us if you cease to be our customer unless we agree, and are able, to port the number to another service provider. We may also charge you a fee for the telephone number.

### 8.2 Out of Area numbers

- (a) The Telephone Numbering Plan assigns telephone numbers to specific geographic areas called Standard Zone Units (SZU). If you apply for a single DID we will allocate it from the numbers applicable to the address you have provided us. If you apply for additional DID numbers you may specify the SZU in which you want each number. These numbers are known as Out of Area numbers.
- (b) If you change your address so that you are in a different Standard Zone Unit, we will not change your DID but it will then be an Out of Area number.
- (c) Calls to Out of Area numbers from other providers will be charged as if you are located in the SZU for the number. Out of Area numbers may not be able to be ported out to another provider depending on the policies of the other provider (see clause 8.4).

### 8.3 Numbering Charges

- (a) When we apply Number Charges for the use of a DID we specify a period that the fee covers (typically three years). The period specified does not represent a period for which a number is rented or reserved. If you cease to be a Customer and the number is recovered under the provisions of the Telecommunications Numbering Plan we will not refund any part of the fee.
- (b) If you cease to be a Customer and the number is recovered under the provisions of the Telecommunications Numbering Plan then you retain no residual rights to use that number.
- (c) If you downgrade from a Paid to Unpaid VoIP Plan prior to the end of your access period (typically three years) you will automatically be charged the applicable service access & resource fee as the free DID conditions no longer apply to you.

## 8.4 Local Number Portability (LNP)

- (a) The Telecommunications Act and the Telecommunications Numbering Plan create certain rights and obligations for number portability, that is, to transfer a number from one service provider to another for the same customer.
- (b) If you wish to port your telephone number to us, you must complete the relevant section of your online order or submit a number porting form.
- (c) We will charge a number porting fee for every number porting attempt. If a porting application is rejected by the losing carrier and has to be resubmitted, it is counted as a 'new attempt' and incurs another fee.
- (d) You warrant that you are the valid holder of that number, and authorise us to port the telephone number to us. You must make good to us for any loss or damage we suffer in connection with porting a telephone number nominated in your order of which you are not the valid holder.
- (e) You acknowledge that you are responsible for settling your financial account with your previous service provider if you owe them outstanding contractual obligations and costs. We are not liable for any such costs.
- (f) You acknowledge that only your telephone number will be ported to us. This may result in the loss of any value added services (such as broadband) that are associated with the service
- (g) You acknowledge that when porting the number to us, there may be a short period when the service is not available. We make no guarantee that the telephone number will be ported within any specified timeframe.
- (h) If you port your number to us and later choose to cancel the PennyTel Personal VoIP Service, you may be able to port your telephone number to another service provider, but we do not guarantee it. If the PennyTel Personal VoIP Service is cancelled before you port your number to another service provider, you will lose your number permanently.

## 8.5 Customisable Caller ID

- (a) If you are the person to whom an existing telephone or mobile phone number has been issued, we may permit you to request that that number will be used as your Caller ID for calls made using your PennyTel Personal VoIP Service. To request the customisation of your Caller ID you will make the request via the PennyTel Portal. The request will be implemented only if we are able to verify that the number has been issued to you. If you cease to be issued with the number, we will cease using it as your Caller ID once we are aware of the fact.

## 8.6 Caller ID in other circumstances

- (a) If you have not purchased a DID number nor requested use of a Customised Caller ID, calls made with your PennyTel Personal VoIP service will display an originating number from a bank of numbers registered by PennyTel for that purpose. Called parties will not be able to return your call using that number.

## 8.7 Integrated Public Number Database

- (a) The Integrated Public Number Database (IPND) is an industry-wide database of all public telephone numbers which facilitates the provision of information for emergency services, law enforcement, directory assistance and the publication and maintenance of public number directories. The IPND contains all public telephone numbers, listed and unlisted, and associated information such as the customer's name and service address and the name of the service provider providing the carriage service. The IPND is managed by Telstra (IPND Manager) as part of its carrier licence conditions.
- (b) By law, we are required to provide the IPND Manager with your name, telephone number and address details. We will provide the IPND Manager with the details you give us in your order. You are responsible for notifying us of any changes to your details. We will promptly forward the details in your order and any changes you notify to us to Telstra but beyond this we are not responsible for the accuracy or timeliness of the information appearing in the database.

- (c) Emergency Services uses the database to locate callers. You acknowledge that if you use the Service at a different service address from that notified to the IPND, emergency services will not know your physical location if you call them using the Service and you will need to tell them your location on the call.
- (d) We will populate the IPND with the details you provide us through the Portal for any DID numbers we issue to you.
- (e) If you have multiple DID numbers allocated from different Standard Zone Units we will record only the address you have provided us as your address on each of these call numbers. As we are unable to verify at the time of any call that you are at the address specified we will notify the IPND manager that the service may not be at the address specified.
- (f) If your Plan does not include a DID and you choose not to purchase one from us, you cannot use the Service to contact Australian Emergency Call Services (TripleZero) and you will need to have alternative arrangements with another provider (such as a traditional fixed line service or a mobile service). Similarly, if you provide a PO Box address as your physical address TripleZero services will not be able to locate you.
- (g) All DIDs using a PO Box address as the physical address will have their DID suspended after 15 days if details are not updated.

## 9 DEFINITIONS

In this document, words have the meanings given them in this clause 8.

**Account Balance** means the sum recorded by us as the net value of payments made by you less deductions made for provision of services under this agreement.

**Agreement** means the terms and conditions on which we supply the Service to you and is made up of these General Terms, the Service Description, the Critical Information Summary and your order.

**Analogue Telephone Adapter (ATA)** means a device use to connect an analogue telephone adapter to the service.

**Auto Recharge** means the facility to automatically recharge your account if the balance falls below a threshold. The recharge amount (which must be no less than \$20) will be drawn from your registered credit card

**Billing Date** means the date specified in clause 5.8

**Billing Period** means the calendar month starting on the 1st of each month as specified in clause 5.10

**Break Fee** means the fee payable by you in respect of a Service with a Fixed Contract Period if you change a plan or if the Service is cancelled and unless stated otherwise in the Critical Information Summary, is calculated by multiplying the minimum monthly charge by the number of months remaining in the Fixed Contract Period as at the date of Service cancellation (months remaining x minimum monthly charge).

**BYO Equipment** means equipment which you use in connection with the Service and which we have not supplied to you.

**Call Charges** means a Charge related to a call as referred to in this agreement.

**Call Credits** has the meaning provided by clause 5.7.

**Call Restrictions** means a restriction placed by us on the type, number or duration of calls that may be made using your Service.

**Charge** means a charge related to a Service as referred to in the General Terms, Service Specific Terms or the terms of a Plan or terms of an Offer.

**Charges** means those monies payable by you to us under the Agreement as varied in accordance with the Agreement. Charges include those set out in your order, the Critical Information Summary, the Standard Fee Table, the Special Offer (if any), and any amounts payable for rental of Our Equipment and for provision of any additional services by us.

**Consumer Guarantee** has the meaning given in Division 1 of Part 3-2 of the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)).

**Customer** means a person who enters into this agreement for a Service (including the supply of that Service to another person) or otherwise acquires a Service from us.

**Customer Equipment** means equipment, cabling, software, infrastructure and services of your own, or provided to you by a third party, or located on your side of the Network Boundary, including all equipment you purchase from us but excluding Our Equipment and Our Network.

**Critical Information Summary** means our document headed 'Critical Information Summary' which sets out charges and information related to the plan ordered for the Service.

**Customer Service Guarantee Standard** means the Telecommunications (Customer Service Guarantee) Standard 2011.

**Direct In-Dial (DID)** ) means a standard or traditional "geographic" number from the Australian telephone numbering range leased to you by which other parties can call you using your service.

**Emergency Service Number** has the same meaning as "emergency telephone service" in the Telecommunications (Emergency Call Service) Determination 2009 and in particular means the ability to call the emergency number TripleZero.

**Equipment** means any equipment that you use that is necessary for the use of a Service

**Fixed Contract Period** in respect of an agreement, means an agreement in which there is a fixed period for supply of the Service, but does not include a month to month agreement.

**General Terms** means our terms and conditions for residential and small to medium business customers. .

**Integrated Public Number Database (IPND)** is an industry-wide database of all public telephone numbers which facilitates the provision of information for emergency services, law enforcement, directory assistance and the publication and maintenance of public number directories. It is a requirement of all service providers to provide this information in accordance with Part 4 of Schedule 2 of the Telecommunications Act 1997.

**Network** has the same meaning as under the Telecommunications Act 1997 and includes fixed line and mobile networks.

**Network Boundary** means the point where responsibility for the Service transfers from us to you as set out below unless stated otherwise in the Service Description:

- (i) for a broadband or other data service to a single dwelling residence, the Network Boundary is the network termination device (NTD) on the exterior wall of the premises or if there is no NTD the first telephone socket in the premises;
- (ii) for a broadband or other data service to a business premises or a multi-storey building, the Network Boundary is the main distribution frame (MDF); and
- (iii) for a voice service, the Network Boundary is the external carrier interconnect port on our core router at the edge of Our Network.



**No Fixed Contract Period** in respect of an agreement, means a month to month agreement or agreement in which there is no committed period for supply of the Service.

**Offer** means a special service offering that we may make available from time to time to eligible customers.

**Once-Off Charge** means a charge that is made once in response to a specific non-call event such as initial connection or equipment replacement fees.

**Our Equipment** means equipment which we loan or rent to you together with any cabling or other ancillary items provided with it. For clarity, it does not include equipment you purchase from us by instalment payments or otherwise.

**Our Network** means the telecommunications network owned or controlled by us or our group company. For clarity, it excludes any network of a supplier to us.

**PennyTel Numbers** means numbers issued by us to PennyTel Members for use in calling between PennyTel Members.

**Plan** means the specific plan that you signed up to for the use of the Service.

**Portal** means that part of our Website that is only accessed once you have provided your log-in details and through which you can transact with us.

**Premises** means any land, building, structure, vehicle or vessel, whether owned, leased or occupied by you, containing Equipment or a Service, to which a Service is supplied.

**Promotion** means a set of activities including advertising and one or more Offers designed to inform you of available Services.

**Service Access & Resource Fee** means the recurring monthly charge associated with a Plan or Service.

**Service Description** means our document headed 'Service Description' which describes the Service and its features.

**Service** or **Services** means any PennyTel telecommunications (or related) service signed up for by a Customer and includes any goods or Equipment provided in connection with the Service.

**Short Message Service** means the short message service provided as part of the GSM standard.

**Special Offer** means a special offer or promotion we may make in relation to the Service from time to time.

**Standard Fee Table** means our standard fee table available on our website.

**Standard Zone Units (SZU)** has the same meaning as given by the Telecommunications Numbering Plan.

**Start Date** has the meaning set out in clause 2.7.

**Telecommunications Act** means the Telecommunications Act 1997.

**Telecommunications Numbering Plan** means the Telecommunications Numbering Plan 1997.

**We, our, us** means PennyTel Australia Pty Ltd (ABN 12 166 566 632)

**you, your** means the customer whose name appears on the order.