

ClubTelco Biz Duo Terms & Conditions

Your service provider is ClubTelco Pty Ltd ("ClubTelco") ABN 52 144 488 620. This document contains terms in addition to the Standard Customer Terms which form part of the contract between you and ClubTelco.

ClubTelco's Biz Duo plans are a range of combined business landline and VoIP plans that offer reduced calling rates, and reduced price hardware. All-in-one hardware (ADSL router/modem/ ATA) can be purchased for \$99.00 inc GST or a standard ATA can be purchased for \$49.00 inc GST. Hardware will be charged on your first invoice after purchase. All plans are available on a 12 or 24 month contract basis only. An early termination fee of \$99 applies if the contract is terminated before contract expiry. Up to 3 phone numbers are available with each VoIP account – these can be from any region in Australia but are subject to availability.

The Biz Duo plans are:

Biz Duo Balance

Business Phone line rental: \$39.95 inc GST.

Landline call rates are quoted per minute, include GST and are billed in 1 second increments, (except local calls and 1300 calls which are charged on a per call basis) as follows:-

- Local calls - 15c per call
- National calls - 15c per minute plus a 7.5c per call flagfall
- Calls to Australian mobiles 30c per minute plus a 7.5c per call flagfall
- Calls to 1300 numbers are charged at 25c per call
- The National Cap special enables you to call for \$1 for up to 1 hour. Any portion of the call exceeding the capped period is charged at ClubTelco normal rates.
- The Calls to Australian Mobiles Cap special enables you to call for \$1 for up to 10 minutes.
- Any portion of the call exceeding the capped period is charged at ClubTelco normal rates.
- International calls are charged at standard International rates.

VoIP call rates do not incur a flagfall and are as follows:-

- Local calls - 9.9c per call
- National calls - 9.9c per call
- Calls to Australian mobiles - 19.9c per minute
- Calls to 1300 numbers - 25c per call
- International calls are charged at standard International VoIP rates.

If you cancel the phone line component of your Biz Duo Balance plan, the VoIP account monthly access fee will be charged at \$19.95 per month.

Biz Duo Value

Business Phone line rental: \$49.95 inc GST.

Landline call rates are quoted per minute, include GST and are billed in 1 second increments, (except local calls and 1300 calls which are charged on a per call basis) as follows:-

- Local calls - 10c per call
- National calls - 10c per minute plus a 7.5c per call flagfall
- Calls to Australian mobiles 26c per minute plus a 7.5c per call flagfall
- Calls to 1300 numbers are charged at 25c per call.
- The National Cap special enables you to call for \$1 for up to 1 hour. Any portion of the call exceeding the capped period is charged at ClubTelco normal rates.
- The Calls to Australian Mobiles Cap special enables you to call for \$1 for up to 10 minutes.
- Any portion of the call exceeding the capped period is charged at ClubTelco normal rates.
- International calls are charged at standard International rates.

VoIP call rates do not incur a flagfall and are as follows:-

- Local calls - 9.9c per call
- National calls - 9.9c per call
- Calls to Australian mobiles - 19.9c per minute
- Calls to 1300 numbers - 25c per call
- International calls are charged at standard International VoIP rates.

If you cancel the phone line component of your Biz Duo Value plan, the VoIP account monthly access fee will be charged at \$19.95 per month.

Although your Biz Duo Bonus VoIP account includes unlimited free local and national calls, we can cancel, suspend or restrict your service if there is excessive or unusual use of the service. Excessive or unusual use of your service means where there is a high volume of usage outside of normal usage patterns or other usage which suggests irregular network access (for example, where a call remains connected for an unusually long period of time, where an unusual pattern of short calls is made in a short period of time, or where an unusually large volume of calls are made, particularly to premium-rate or international services).

The Biz Duo Value VoIP account is not available for high volume outbound telemarketing activities.

Biz Duo Bonus

Business Phone line rental: \$59.95 inc GST.

Landline call rates are quoted per minute, include GST and are billed in 1 second increments, (except local calls and 1300 calls which are charged on a per call basis) as follows:-

- Local calls - 10c per call
- National calls - 10c per minute plus a 7.5c per call flagfall
- Calls to Australian mobiles 26c per minute plus a 7.5c per call flagfall
- Calls to 1300 numbers are charged at 25c per call.
- The National Cap special enables you to call for \$1 for up to 1 hour. Any portion of the call exceeding the capped period is charged at ClubTelco normal rates.
- The Calls to Australian Mobiles Cap special enables you to call for \$1 for up to 10 minutes.

- Any portion of the call exceeding the capped period is charged at ClubTelco normal rates.
- International calls are charged at standard International rates.

VoIP call rates do not incur a flagfall and are as follows:-

- Local calls – unlimited included calls
- National calls – unlimited included calls
- Calls to Australian mobiles - 19.9c per minute
- Calls to 1300 numbers - 25c per call
- International calls are charged at standard International VoIP rates.

If you cancel the phone line component of your Biz Duo Bonus plan, the VoIP account monthly access fee will be charged at \$24.95 per month.

Although your Biz Duo Bonus VoIP account includes unlimited free local and national calls, we can cancel, suspend or restrict your service if there is excessive or unusual use of the service. Excessive or unusual use of your service means where there is a high volume of usage outside of normal usage patterns or other usage which suggests irregular network access (for example, where a call remains connected for an unusually long period of time, where an unusual pattern of short calls is made in a short period of time, or where an unusually large volume of calls are made, particularly to premium-rate or international services).

The Biz Duo Value VoIP account is not available for high volume outbound telemarketing activities.

Biz Duo Boost

Business Phone line rental: \$79.95 including GST.

Landline call rates are quoted per minute, include GST and are billed in 1 second increments, (except local calls and 1300 calls which are charged on a per call basis) as follows:-

- Local calls - 10c per call
- National calls - 10c per minute plus a 7.5c per call flagfall
- Calls to Australian mobiles 26c per minute plus a 7.5c per call flagfall
- Calls to 1300 numbers are charged at 25c per call.
- The National Cap special enables you to call for \$1 for up to 1 hour. Any portion of the call exceeding the capped period is charged at ClubTelco normal rates.
- The Calls to Australian Mobiles Cap special enables you to call for \$1 for up to 10 minutes.
- Any portion of the call exceeding the capped period is charged at ClubTelco normal rates.
- International calls are charged at standard International rates.

VoIP call rates do not incur a flagfall and are as follows:-

- Local calls – unlimited included calls
- National calls – unlimited included calls
- Calls to Australian mobiles – 200 included calls or 700 minutes, whichever is the lesser. This calling allowance is applied on a monthly basis and must be used within the billing month and cannot be rolled over. If you exceed this calling allowance, then subsequent calls are charged at 19.9c per minute.
- Calls to 1300 numbers - 25c per call
- International calls are charged at standard International VoIP rates.

If you cancel the phone line component of your Biz Duo Boost plan, the VoIP account monthly access fee will be charged at \$32.95 per month.

Although your Biz Duo Boost VoIP account includes unlimited free local and national calls, we can cancel, suspend or restrict your service if there is excessive or unusual use of the service. Excessive or unusual use of your service means where there is a high volume of usage outside of normal usage patterns or other usage which suggests irregular network access (for example, where a call remains connected for an unusually long period of time, where an unusual pattern of short calls is made in a short period of time, or where an unusually large volume of calls are made, particularly to premium-rate or international services).

The Biz Duo Boost VoIP account is not available for high volume outbound telemarketing activities.

Premium Services and Special Numbers

Calls to 1900, 0055 numbers and to certain international destinations incur surcharges.

Please note that additional charges will apply for calls made to Premium Services and Special Numbers. Examples of Premium Services include calls to horoscope lines, voting lines and dating services. Examples of Special Numbers are calls to 1800, 1902 and Advice and Assistance numbers (such as Directory Assistance) within Australia and the equivalent of these numbers in international destinations.

Calls to Inmarsat are charged at \$8.00 per minute plus the applicable plan fee. Calls to Satellite Networks are charged at \$7.50 per minute plus the applicable plan fee.

Maximum call duration is four hours, followed by automated call disconnection.

VoIP Connectivity

You are responsible for ensuring that your VoIP service is working correctly. If your broadband connection is not working or is set up incorrectly, or if your VoIP Analogue Terminal Adaptor (ATA) is set up incorrectly, or there is a power failure, your VoIP service will not work. If any of these events occurs, telephone calls cannot be made using the VoIP service, including calls to 000. It is therefore recommended that you use your business line to make Emergency Calls.

If you use a telephone connected to an ATA to make VoIP calls, and you are unsure if your VoIP service is working correctly, ClubTelco recommends that you make a test call to a telephone (such as a mobile phone) that supports Calling Number Display. If the number displayed during your test call is not your VoIP phone number, the call is not being made using your VoIP service.

ClubTelco does not accept any responsibility for the costs associated with any calls you may make using your landline instead of your VoIP service.

Right to Terminate or Suspend Services

We supply the services listed above for the purpose of you making calls for business purposes. We do not consent to you using the service for resale or re-supply.

The services listed above are not available for use in a call centre or telemarketing environment. If we detect excessive or unusual use of your service, we reserve the right to terminate the service. Excessive or unusual use means where there is a high volume of usage outside of normal usage

patterns or other usage which suggests irregular network access (for example, where a call remains connected for an unusually long period of time, where an unusual pattern of short calls is made in a short period of time, or where an unusually large volume of calls are made, particularly to premium-rate or international services).

Access to Emergency Services

ClubTelco VoIP supports access to 000 or other similar emergency service telephone numbers, however ClubTelco recommends you call from a fixed line. As a ClubTelco VoIP customer, it is important to understand that your VoIP service is a secondary line and as such, ClubTelco recommends that you utilise your primary business phone line for emergency related calls. It is also important that you are aware that location information may not be provided or can be incorrect for emergency services, for example:

If you are using your VoIP service from a location other than the location advised to us, the location information passed through to emergency services will not be correct.

If you have an outbound only service, no location information can be provided.

In these cases, or if you have any concern that the location information provided to the emergency services operator may not be correct, you should confirm your location with the emergency services operator.

Geographical Number

All Biz Duo plans include a real geographical number. You will be allocated a number either within your current area zone (depending on your current telephone number), or within a region of your choice.

All user details that are offered to a customer while they are purchasing the ClubTelco VoIP service will always remain the property of ClubTelco. This includes, but is not limited to, usernames, passwords and access phone numbers. Disconnected ClubTelco VoIP services that originally had a geographic number will have that number held for a period of not more than 90 days before it is reissued to a new customer.

Local Number Portability

You authorise for your telephone number(s) to be ported to ClubTelco Communications Pty Ltd ("ClubTelco"). ClubTelco does not warrant that it can port your telephone number from your current service provider. Your current service provider may reject a port request if the information you provide is incorrect or does not match the data held by them. In this case, you authorise ClubTelco to correct the information and resubmit the request to port your telephone number to ClubTelco, or dispute the rejection by your current service provider. A porting request may also be rejected for other reasons as stated in the LNP Industry Code. ClubTelco does not warrant that the telephone number will be ported within any specified timeframe. Porting hours of operation are 8am to 5pm AEST/AEDST, Monday to Friday, excluding national public holidays. Cutover can only be initiated at least 3 business days after the porting notification advice is sent by ClubTelco to your current service provider. If a port request is rejected and needs to be resubmitted, cutover cannot take place for at least another 3 business days after the request is resubmitted. Only your telephone number will be transferred to ClubTelco. This may result in the loss of any value added services that are associated with the service provided by your existing service provider (eg Voicemail). You can only withdraw your authority to port this telephone number before the Electronic Cutover Advice is sent by ClubTelco to your current service provider, which will be on or after the preferred cutover date specified in this

form. In the event of a port, withdrawal or reversal, ClubTelco is not responsible for any period of outage. If you wish to port your telephone number from ClubTelco to another service provider, then you must contact the other provider. ClubTelco reserves the right to charge a fee for porting your telephone number to or from ClubTelco. You must not deactivate your existing service when porting. Telephone numbers can only be ported while active. ClubTelco recommends that you should always maintain an alternative phone service if you port your phone number to a VoIP service. A VoIP service is not a substitute for a standard (PSTN) telephone service, as in the event of power failure the VoIP service will not operate. Therefore ClubTelco recommends that you should not disconnect your primary phone service which provides access to 000 and other similar emergency service telephone numbers in cases of emergency. To the extent permitted by law, ClubTelco is not liable to you, or any person claiming through you, for damage, loss, costs or expenses or other liability in contract, tort or otherwise direct or indirect, for, or in relation, to porting. You may have outstanding contractual obligations and costs owed to your current service provider. ClubTelco is not liable for any such costs. Local Number Portability (LNP) does not guarantee you can keep your telephone number if you move to a different geographic location.

You acknowledge that you have been advised that:
by porting a telephone number, the service associated with that telephone number is disconnected from the existing service provider's network and may result in finalisation of the account for that service;
by porting a telephone number, any DSL/Spectrum Sharing service associated with that telephone number is disconnected and may result in finalisation of the DSL Spectrum Sharing account for that service; and
although you have the right to port the telephone number(s), there may be costs and obligations imposed by your current service provider associated with the port which may include early termination fees and porting fees.

A one off charge of \$9.95 will be charged to your ClubTelco account to port your existing telephone number.

A Customer Authorisation to port a telephone number must be authorised by the customer or the customer's agent. A customer authorisation may only be signed by a customer's agent if the customer has authorised the agent to act on their behalf in writing or any other format which can be produced on request if required.

Account Changes & Service Disconnection

Should your contact details change at any time, you must notify us immediately. If you want to discontinue your connection, written notice must be provided. We may terminate this Agreement by giving 30 days written notice to you.

If we sell equipment to you on an instalment basis, and you have not repaid all installments at the time of termination, you must pay all outstanding instalments upon termination. You remain liable for all charges payable under the Agreement in respect of services up to the time of termination.

ClubTelco may suspend, restrict or disconnect the service under varying circumstances, as outlined in our Standard Customer Terms. A final invoice will be issued after disconnection and you must pay all fees and charges you incurred using the service, up to the date of disconnection.