

Our Customer Relationship Agreement

NODEPHONE[®] SERVICE DESCRIPTION

Internode Pty Ltd ABN 82 052 008 581

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Rules of interpretation and capitalised terms used in this Service Description are defined in the General Terms of our CRA or our Master Services Agreement (as applicable), or in the body of this Service Description.

1. ABOUT THE NODEPHONE[®] SERVICE DESCRIPTION

- 1.1 The terms and conditions contained in this Service Description are additional to, and should be read in conjunction with, our CRA or Master Services Agreement (as applicable).
- 1.2 Use of the NodePhone[®] Service (**Service**) is subject to this Service Description and:
- (a) the General Terms of our CRA, including the other documents listed in clause 1.2 of the General Terms; or
 - (b) our Master Services Agreement (as applicable).

2. DEFINITIONS

CLI means Calling Line Identification.

Customer Service Guarantee Waiver means an agreement between you and us, that acknowledges that you wish to waive the protections and rights provide under the Customer Service Guarantee for the services noted.

Internode Supported Device means any device described on our Website which we recommend that you use for NodePhone[®].

NodePhone[®] Customer means a customer that is connected to NodePhone[®] and who uses NodePhone[®] to make a telephone call.

NodePhone[®] means a standalone VoIP application offered by us, which is available for use in conjunction with any broadband internet service which supports a VoIP application (more specifically any broadband connection of 512/128 kilobits per second or greater).

NodePhone1 means the NodePhone[®] service that provides you with the ability to make telephone calls to a defined set of destinations, and receive inbound calls only from other NodePhone[®] Customers.

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NodePhone2 means the NodePhone® service that provides you with the ability to make telephone calls to a defined set of destinations, and receive inbound calls from other NodePhone® Customers and from the PSTN.

PSTN means the Public Switched Telephone Network, the standard telephone system which consists of private and government owned interconnected public telephone networks designed primarily for voice traffic.

Traditional Landline Telephone Service means an ordinary landline telephone service provided to a fixed location as historically commonly provided by Telstra Corporation Limited. Examples of a Traditional Landline Telephone Service include an Internode NodeLine or a Telstra HomeLine service.

Telephone Line means the PSTN telephone line for which you are responsible (in accordance with the databases maintained by Telstra Corporation Limited).

TTY equipment means Teletypewriter equipment, a typewriter with an electronic communication channel used as telecommunications device for the deaf.

VoIP means a Voice over Internet Protocol application, more specifically a software application (and associated hardware to enable use of the software application) which allows a user to make voice telephone calls through an underlying broadband service.

3. ADDITIONAL CONDITIONS

3.1 Connection and Configuration of Equipment

- (a) You acknowledge that the installation of an Internode Supported Device to enable NodePhone® may cause temporary disruption in the Traditional Landline Telephone Services received by you.
- (b) We recommend you use Internode Supported Devices for NodePhone®.
- (c) You may select any device you choose to use NodePhone®. However devices that we have not recommended may not work well with NodePhone®. In particular, you may experience interoperability problems and some calling features of NodePhone® (as described on our Website) may not work.
- (d) Internode Supported Devices can be configured to allow the seamless 'overlying' of NodePhone® over your existing Traditional Landline Telephone Service (provided you have retained it), ie an Internode Supported Device can:
 - (A) switch specific outbound calls to NodePhone® automatically; and
 - (B) feature automatic 'failover', to hand an outbound call back to your Traditional Landline Telephone Service should NodePhone® be unavailable for any reason (such as your broadband service being temporarily offline), or so outbound calls to destinations not currently handled by NodePhone® will be automatically switched to your existing Traditional Landline Telephone Service (provided you have retained it).

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- (e) You may change the configuration of any device you select to use NodePhone®. However, if you set up your own initial configuration, or modify a device configured by us, you may create results that are unexpected and we are not responsible for any such changes you make to the configuration of your device(s).

3.2 Acknowledgment

- (a) You acknowledge and agree that:
 - (A) while we take all reasonable steps to make sure you receive the voice calling service to calling destinations that we support, the voice calling service may not be free from faults or interruptions. Certain factors, such as network congestion, maintenance, technical capabilities, geographic factors, obstructions or interference may mean you will not be able to use NodePhone® at all times;
 - (B) NodePhone® is not designed to replace a Traditional Landline Telephone Service. This means that the key functionality and limitations as described in this Service Schedule are significantly different from those associated with a Traditional Landline Telephone Service;
 - (C) you have read and understood this Service Schedule in relation to NodePhone®, including without limitation the functionality and limitations of NodePhone®;
 - (D) you do not expect NodePhone® to function as a Traditional Landline Telephone Service. NodePhone® is a value added service that provides you with defined functionality including the ability to make certain specific outgoing telephone calls, and to receive certain incoming telephone calls dependent on the specific NodePhone® service type you have selected; and
 - (E) NodePhone® is only available to you in conjunction with any broadband internet service which supports a VoIP application. If for any reason your underlying broadband service is suspended, terminated or is otherwise unavailable, NodePhone® will also be suspended, terminated or otherwise unavailable.
- (b) You agree to waive your rights and protections afforded by the Customer Service Guarantee. The rights and protections which you agree to waive are set out below in the Customer Service Guarantee Waiver in clause 9.

4. NODEPHONE® FUNCTIONALITY

- 4.1 You may use NodePhone® to make calls to NodePhone® Customers and non-NodePhone® Customers, including local calls, long distance telephone calls, calls to any Australian mobile phone and calls to any international destination as described on our Website.
- 4.2 You may use NodePhone1 to receive calls only from other NodePhone® Customers.

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- 4.3 You may use NodePhone2 to receive calls from other NodePhone® Customers and from the Public Switched Telephone Network.
- 4.4 Additional features of NodePhone® are detailed on our Website, described with instructions for use in the “NodePhone® Toolbox” (an easy-to-use, online configuration tool) located on our Website. For example, such features include the ability to divert calls or to bar certain types of calls such as mobile or international calls from your NodePhone® service.
- 4.5 NodePhone® is not compatible with traditional TTY equipment and we recommend the use of a Traditional Landline Telephone Service with such equipment.
- 4.6 NodePhone® is designed and optimised for use on the Internode broadband network, however it will also work (subject to potential reduced call quality) through other broadband services.
- 4.7 You may present or withhold your CLI on a per call basis (the default state of CLI presentation is 'Off' although you may change this setting via the “NodePhone® Toolbox” located on our Website).
- 4.8 Your Internode Supported Device may be configured and installed (as described in clause 1.4 above) such that calls to a special service number (ie numbers prefixed with 13, 1300, 18 or 1800) may be automatically switched to your existing Traditional Landline Telephone Service (provided you have retained it). This is because these call types are often routed to the destination based on your specific geographic location and so may be more accurately handled by the PSTN. However, such calls may also be made through your NodePhone® service. If this is the case these calls will be delivered to the PSTN network in the capital city that is recorded with your NodePhone® number.
- 4.9 Due to significant incidents of fraud affecting VOIP services, when NodePhone® is operated by the end user at a location outside Australia, calls will be restricted to destinations within Australia only (i.e. calls to all other international destinations will not be permitted).

5. NODEPHONE® LIMITATIONS

- 5.1 You acknowledge that while we make all reasonable efforts to ensure continuity of NodePhone® (and the underlying broadband service, if provided by us), we make no guarantee that NodePhone® (and/or the underlying broadband service, if provided by us) will be either uninterrupted or error-free. Certain factors, such as network congestion, maintenance, technical capabilities, geographic factors, obstructions or interference may mean you will not be able to use NodePhone® at all times.
- 5.2 You acknowledge and agree to the limitations of NodePhone® as described on our Website. In summary, the limitations of NodePhone® are that:
- (a) NodePhone® is not designed to replace a Traditional Landline Telephone Service;
 - (b) We do not offer priority assistance, nor support for medi-alert services and monitored alarm systems. Priority assistance is offered by Telstra for people who may be reliant on a telephone service because of a serious medical condition. If

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you have a medi-alert or priority assistance service or believe that you are eligible, please consider this before proceeding with your order;

- (c) if your Internode Supported Device is properly configured and installed (as described in clause 1.4 above), your calls to an emergency call service number may be automatically switched to your existing Traditional Landline Telephone Service (provided you have retained it). However, such calls may also be made through your NodePhone® service. 24 hour access to the emergency call service number is not guaranteed by us;
- (d) operator assisted services are not guaranteed;
- (e) directory assistance is not guaranteed. Only NodePhone® Customers who have 'ported' their number to NodePhone® via Simple Phone Number Porting or Naked Phone Number Porting will be offered to have their number listed. However, for all other cases there is currently is no mechanism to find another NodePhone® Customer's number without that NodePhone® Customer informing you directly. However, we expect to implement a directory service in the future to allow NodePhone® Customers interested in disclosing their NodePhone® number to other NodePhone® Customers to do so online;
- (f) calls to any number prefix not explicitly supported and documented on our Website for NodePhone® are not available;
- (g) inbound direct dial calling from the PSTN is not available to NodePhone1 services; and is available to NodePhone2 services; and
- (h) NodePhone® will not operate in the event of a power failure. This means that:
 - (A) Where your NodePhone® uses Telstra's copper network, even if your NodePhone® is properly configured and installed (as described in clause 3.1(d) above) to automatically switch to your existing Traditional Landline Telephone Service should your NodePhone® not be available, you will not be able to make calls (including a call to an emergency call service number like 000) if your Traditional Landline Telephone Service is only accessible via handset which requires electricity (such as a cordless phone) to operate.
 - (B) Where your NodePhone® uses the NBN, you will not be able to use your NodePhone® to make and receive calls (including to emergency service numbers like 000) during a power outage even if your underlying NBN service has battery backup.

6. CHARGES

- 6.1 Information regarding NodePhone® call rates, accounts and billing is set out on our Website.
- 6.2 There is a time delay between you making a call and us processing that call and adding it to your call record. In most cases calls should be added to your call record within an hour

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of you making the call. However in some rare circumstances this may take up to 2 weeks. This means that you may not always have all the calls you made in an invoice period appear on that invoice (consequently these calls will not be deducted from any call credit for that invoice period).

6.3 We are not responsible for the charges that you incur with your current telephone carrier, however incurred and regardless of whether the call you make via your current carrier is a local, mobile or a long distance call. You acknowledge and agree that if your NodePhone® is configured to feature automatic 'failover', i.e. to automatically switch a call back to your Traditional Landline Telephone Service (provided you have retained it):

- (a) should NodePhone® connectivity be unavailable for any reason (such as your broadband service being temporarily offline); or
- (b) to call an emergency service call number or special service number (ie numbers prefixed with 13, 1300, 18 or 1800); or
- (c) to any other call destinations not currently handled by NodePhone®,

you are responsible for all charges incurred in making such calls through the PSTN. With some devices used to operate NodePhone®, it may be possible distinguish between when a call will be made via NodePhone® or via the PSTN (for example, some devices present different dial-tones when a call is being made via NodePhone® or via the PSTN). However, when placing a call, you acknowledge and agree it is not possible to tell (by listening) whether calls are being passed to the PSTN due to a rule in your dial plan, despite the device being properly registered.

6.4 The traffic involved in NodePhone® calls, like other VoIP based calling, counts toward your download quota on the broadband plan that you are on. For example as a guideline, NodePhone® calls use from 10-20 Megabytes per hour during typical calls (depending on the codec in use) which corresponds to around 25-50 kilobits per second per second of traffic flow on your broadband connection (in both directions).

6.5 However, on Internode broadband services, NodePhone® traffic remains 'un-shaped' even if you exceed your monthly download quota. In other words, your voice calls will not be impacted by becoming 'shaped'.

6.6 You agree to pay any fees imposed by any third parties in connection with your use of NodePhone® (for example including any standard broadband service fees, or additional charges as a result of your NodePhone® calls counting towards the download quota of the broadband plan that you are on as described in clause 6.3 above).

7. TECHNICAL SUPPORT

7.1 We provide support for Internode Supported Devices. While you may select any other devices you wish to use with your NodePhone® service, such other devices are not supported by us (although we will try and assist you if possible).

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8. UNUSED SERVICES

- 8.1 We reserve the right to suspend or cancel the operation of any NodePhone® service that has not been used to make or receive calls for a period of greater than 6 months. We will notify you of any such service suspension or cancellation.

9. CUSTOMER SERVICE GUARANTEE WAIVER

- 9.1 In accepting this Service Description you acknowledge that you waive in whole your Customer Service Guarantee Rights under Part 5 of the Telecommunications (Consumer Protection and Service Standards) Act 1999 in relation to NodePhone®.

Please read the following paragraphs carefully. They contain information affecting your rights.

- 9.2 The Customer Service Guarantee (**CSG**) can be found on the Australian Communications and Media Authority website (www.acma.gov.au).
- 9.3 Part 5 of the *Telecommunications (Customer Service Guarantee) Standard 2011* allows us to propose that you waive the protections and rights provided under the CSG.
- 9.4 We are offering significantly lower call costs for the NodePhone® Service, but we are only able to do so on the basis that we are not required to meet the CSG.
- 9.5 By agreeing to this waiver you agree to waive your protections and rights under the CSG. So that we may continue to offer lower costs, we require all of our customers to waive their rights in relation to the CSG.
- 9.6 The protections you are waiving are:

The provision of written information

- (a) Provision of written information to you, at least every two years about:
- (A) the performance standards that apply to supply of specified services;
 - (B) the obligations of the service provider under those standards;
 - (C) your entitlements to damages under the Act for contravention of the performance standards; and
 - (D) on request, the provision of information about a performance standard.

Guaranteed maximum connection periods

- (b) The prescribed maximum timeframes within which connection to services should occur.

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Guaranteed maximum rectification periods

- (c) The prescribed maximum timeframes within which rectification of service faults should occur.

Making and changing appointments

- (d) Requirement to make appointments with you at times that are convenient for you that are either for a particular time of the day or nominate a five hour period during which the appointment will occur; and
- (e) changing appointments by giving at least 24 hours notice by obtaining your agreement to the change.

9.7 This waiver will take effect seven days from the date of you agreeing to it, unless you notify us that you no longer wish to waive your rights under the CSG. If you do so notify us, we reserve the right not to provide the service to you.

9.8 By agreeing to waive your protection and rights afforded by the CSG you will not be able to claim compensation from us for any failure by us to meet the prescribed performance standards.

10. RELOCATIONS

10.1 This clause 10 applies if you change the usual operating location of your NodePhone® service (for example, if you were to move house).

10.2 If you move the usual operating location of your NodePhone® service you must notify us immediately so that we can update your information in the Integrated Public Number Database (**IPND**). The IPND is used for emergency and law enforcement purposes so it is very important that the information in the IPND is up to date. If your underlying broadband internet connection that is used to provide your NodePhone® service is also provided by us and you relocate your broadband internet service with us then separate notice about your change of address for NodePhone® is not required.

10.3 You may only change the usual operating location of your NodePhone® service within the same charging district originally allocated to your telephone number. This means that you may only move house and take your NodePhone® number with you to your new location if your new house is located in the same charging district. For capital cities this is generally anywhere within the metropolitan area. Traditional Landline Telephone Services will be able to make untimed local calls to numbers located in the same charging district.

10.4 If you move the location of your NodePhone® service outside of the original charging district originally allocated to your telephone number then calls made to your telephone number from other relevant telephone services may be charged as if you are actually located in the original charging district. For example, if the original charging district allocated to your telephone number is Adelaide and you use your NodePhone® service in Melbourne then all calls to your service made by relevant telephone services will be charged as if you are located in Adelaide even though you are located in Melbourne.

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- 10.5 Our sales team can provide more information on the above. They may be contacted by telephone on 13 66 33.