

# Customer Terms

## Part J – Home Voice Service Schedule

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### 1 Application of this Service Schedule

- (a) This Service Schedule applies in addition to the General Terms (Parts A – C) when we supply you with a Home Voice Service.
- (b) If the General Terms are inconsistent with anything contained in this Part J, then this Part J applies instead of the General Terms to the extent of any inconsistency.

### 2 What is a Tangerine Home Voice Service?

- (a) A Tangerine “Home Voice Service” is a service delivered using VoIP technology that enables to you make and receive calls over the internet. It is only available as an add-on Plan in combination with an active Tangerine Internet Service and is not available on a stand-alone basis.
- (b) A Home Voice Service gives you:
  - (i) the ability to make and receive certain types of voice calls (subject to additional terms that apply to each type of call);
  - (ii) a fixed phone number (if you don’t transfer one to us when you activate your Home Voice Service);
  - (iii) call features, including voicemail, call forwarding, calling line identification and caller number display;
  - (iv) if requested by you, a free listing of the telephone number in a telephone directory (provided that all Home Voice Services are unlisted by default unless you expressly request a listing); and
  - (v) any other features and inclusions set out in the Critical Information Summary for the Plan you select,for your own personal use.
- (c) The telephony features available with a Home Voice Service are subject to change from time to time and we or our Wholesale Suppliers may vary the telephony features if reasonably required for technical, operational or commercial reasons without notice provided such variation does not have a material adverse effect on you.
- (d) You will require an active Tangerine Internet Service with a compatible modem in order to purchase and use a Tangerine Home Voice Service. Your Tangerine Internet Service is provided in accordance with the relevant Part of the Tangerine Telecom Customer Terms applicable to such Service and the Critical Information Summary for your Plan.
- (e) Tangerine acts as a reseller of Home Voice Services, which are provided by Tangerine’s Wholesale Supplier, Vocus Pty Ltd (ABN 78 127 842 853).

### 3 Service Equipment

- (a) To use the Home Voice Service, you will require a compatible VoIP configurable modem and either:
  - (i) a compatible IP handset or analogue telephone adaptor (ATA); or
  - (ii) the softphone application for the Home Voice Service installed and correctly configured on a compatible computer connected to your Tangerine Internet Service.
- (b) If you are supplying your own handset or ATA, check your handset manual or the manufacturer’s website to confirm that your handset is compatible with your selected Plan before proceeding with your purchase. Not all modems are compatible with a Home Voice Service.
- (c) You are responsible for purchasing and setting up any softphone application, computer, handset or other Equipment that you use in conjunction with your Home Voice Service. If we provide you with any technical support in connection with any BYO handsets, modems or devices used in conjunction

- with your Home Voice Service, such support is provided on a reasonable efforts basis only.
- (d) From time to time, we may make available for your purchase compatible Equipment for use in connection with a Home Voice Service.
  - (e) Subject to clause 3(f), in addition to your statutory rights as a consumer, we may provide a limited warranty with respect to certain faulty or defective Equipment that you purchase from us in accordance with the hardware warranty policy available on our website.
  - (f) To the extent permitted by applicable law, our limited warranty does not apply in certain circumstances specified in our hardware warranty policy, including where the Equipment:
    - (i) has been modified by you or any other party, except by us or our authorised representative;
    - (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by us;
    - (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or
    - (iv) is damaged due to an external disaster event, such as a fire or flood.
  - (g) We are not responsible for your inability to access your Home Voice Service or for any degradation in service quality which is caused by any unauthorised modification made by you to any Equipment supplied by Tangerine.

#### **4 Service limitations and disclaimers**

- (a) You cannot access or use a Home Voice Service without an active Tangerine Internet Service.
- (b) If there is a broadband connection outage in your premises due to power or other faults, your Tangerine Home Voice service will not work and you cannot make phone calls including "000" emergency calls.
- (c) A Home Voice Service is not suitable if you require an uninterrupted phone service with access to 000 emergency services.
- (d) Priority Assistance is not available using a Home Voice Service. If anyone at your Service Address has a life-threatening medical condition, please seek a provider that can offer you a Priority Assistance service, such as Telstra.
- (e) If you call emergency services using your Home Voice Service, because it is provided over the internet, you must inform the operator of the street address of the location from which you are calling.
- (f) A Home Voice Service is not available at all locations or premises and is only available at premises which can be physically connected to a Tangerine Internet Service.
- (g) Tangerine does not permit calling line identification overstepping except in limited circumstances with our prior consent. Our consent will not be provided unless you have supplied appropriate evidence that you have rights of use to the number requested to be displayed in accordance with our CLI overstepping policy.
- (h) To the extent permitted by applicable law, you acknowledge and agree that Home Voice Services are provided without service levels on a reasonable efforts basis.
- (i) Except for any warranties implied by law which cannot be legally excluded, we do not warrant that the Home Voice Services are or will be free of errors, defects or interruptions, or will be available at all times.

#### **5 Customer Service Guarantee (CSG) Waiver**

- (a) The Telecommunications (Consumer Protection and Service Standards) Act 1999 and the Telecommunications (Customer Service Guarantee) Standard 2011 (**CSG Standard**) require service providers to guarantee that customers will get minimum levels of service for their standard telephone services (including VoIP) and enhanced call handling features.
- (b) The CSG sets out committed timeframes that apply to connecting a standard telephone service, fixing

faults and attending appointments with you. The CSG does not apply if you agree to waive your CSG rights.

- (c) Because our Home Voice Services can only be used with a Tangerine Internet Service, our Home Voice Services are supplied on the basis that you agree to waive your CSG rights. We ask you to do this because we cannot guarantee the restoration time on your Voice service if a fault occurs with the internet or the underlying physical connection that enables your Tangerine Internet Service.
- (d) You are not required to waive your CSG rights. However, if you don't agree to this, we won't be able to supply a Home Voice Service to you.
- (e) By agreeing to this CSG waiver, you agree to waive your rights under the CSG Standard, including your rights to make a claim against us for financial compensation under the CSG in connection with your Home Voice service. These rights include:
  - (i) information to be given to customers about the CSG and performance standards that apply under it;
  - (ii) maximum timeframes for connecting a service, and the right to receive compensation if these are not met;
  - (iii) maximum timeframes to fix faults or service difficulties, and the right to receive compensation if these are not met; and
  - (iv) maximum timeframes for appointments to connect or repair a service, and the right to receive compensation if these are not met.
- (f) This waiver commences when you agree to it. However, you can withdraw your agreement at any time within 5 working days after providing your agreement, in which case we reserve the right to cancel your Home Voice Service.
- (g) Please note that waiving your CSG rights does not affect our commitment to provide you with quality service and support. If you experience any issues with your Home Voice Service, please contact us via any of the means set out on our website for assistance.

## **6 Fixed Phone Numbers**

- (a) If you do not already have a fixed phone number that you wish to port to us for use with a Home Voice Service, we will issue you with a new fixed phone number.
- (b) As part of the activation process, we will assign you a fixed phone number from a list of numbers that are available for use with a Home Voice Service.
- (c) You can contact us to request that we change the fixed phone number associated with your Home Voice Service, including because of nuisance calls. However, we do not commit that we can provide you with a number of your choice.
- (d) Your right to use the fixed phone number that we allocate to you commences on the date your Home Voice Service is activated and ends on the date your Home Voice Service is cancelled or terminated, unless you port the number to another service provider in accordance with clause 7.
- (e) On cancellation of your Home Voice Service, your number will be placed into quarantine for three months. If you reactivate a voice service with us or any other service provider during the quarantine period, you are able to retain your number for use with your reactivated service.
- (f) We reserve the right to alter or replace any number as a result of compliance with the National Numbering Plan or with any direction from ACMA.
- (g) You acknowledge and agree that we have an obligation under the Telecommunications Act to provide the Integrated Public Number Database (IPND) Manager with accurate address information in connection with your phone number in order to maintain the IPND database. It is your responsibility to notify us as soon as possible if there is any change to the service address registered on your account.

## 7 Local Number Portability

- (a) We provide Local Number Portability (LNP) as an option to enable you to change your voice service provider.
- (b) LNP lets you keep your existing fixed phone number when you transfer the voice service linked to that number from one voice service provider to another. This process is known as porting. You can only port active fixed phone numbers.
- (c) There are no Charges for you to port a fixed phone number to or away from Tangerine. Number porting will only be performed by Tangerine during our normal business hours.
- (d) If you wish to port an existing fixed phone number away from another voice service provider to us:
  - (i) IMPORTANT: if you are intending to use your ported number with an FTTB, FTTN or FTTC nbn connection, your existing phone number will be lost when your new internet service is activated with us. A such, if you want to keep your existing number, you must complete the port in to our Home Voice Service before your new Tangerine Internet Service is activated with us;
  - (ii) if requested, we can provide you with a temporary phone number for use with your Home Voice Service until your port is completed;;
  - (iii) you must not cancel the service you have with the other voice service provider before you port the phone number. Once your fixed phone number has been successfully ported, please confirm with your existing service provider that they have cancelled your old service; and
  - (iv) some ports may be delayed or fail altogether due to special call features that are attached to the porting phone number. If you want to port your existing phone number to Tangerine, please ensure you cancel or remove all special call features attached to your voice service with your existing service provider before you request for it to be ported to Tangerine;
  - (v) you may not be able to make or receive calls via your existing voice service for a short period during the last day of the porting process; and
  - (vi) we will notify you if your port request has not been successfully confirmed.
- (e) If you wish to port an existing fixed phone number away from Tangerine to another service provider:
  - (i) we will use our reasonable efforts to port your number;
  - (ii) you must not cancel your Tangerine Home Voice Service before you port the fixed phone number. The service provider to which you have ported the phone number will inform us once the port has been successfully completed and we will then cancel your Tangerine Home Voice Service;
  - (iii) you may not be able to make or receive calls via your existing Tangerine Home Voice Service for a short period during the last day of the porting process; and
  - (iv) we will notify you if your port request has not been successfully confirmed.
- (f) The porting process typically takes between 10-15 days, but may take longer for a range of technical reasons outside of our control. We will work with you to ensure your port is completed in the most efficient manner possible in your circumstances.

## 8 Tangerine Fair Use Policy

- (a) Our Fair Use Policy applies to your use of your Home Voice Service.
- (b) We reserve the right to vary the terms of the Fair Use Policy from time to time.
- (c) If we reasonably determine that your use of your Home Voice Service is in breach of our Fair Use Policy, we will notify you in writing and may take any of the actions outlined in that Policy.

## 9 Limitations on your use of Home Voice Services

- (a) You acknowledge and agree that you are responsible for all use of your Home Voice Service and associated accounts.
- (b) You must comply with all applicable laws and regulations in connection with your use of the Home Voice Services, including but not limited to those related to data privacy, international

- communications, the transmission of technical or personal data and export control laws and regulations.
- (c) In addition to and without limiting any other obligations you may have under your Contract with us (including our Fair Use Policy), you must not:
- (i) make or receive calls or send or receive content using a Home Voice Service other than for your own personal use;
  - (ii) wholesale, resell or resupply all or any part of any Home Voice Service without our prior written consent;
  - (iii) use a Home Voice Service for any fraudulent uses or purposes;
  - (iv) use a Home Voice Service auto-dialer devices (predictive dialer or other similar dialing system) or software or other equipment that has not been approved by Tangerine;
  - (v) use a Home Voice Service to menace, harass or injure any person or damage anything;
  - (vi) use a Home Voice Service in connection with an infringement or committing an offence against any law, standard or code;
  - (vii) use a Home Voice Service in a way that may create risks to the performance, security or integrity of any network or system (including our own and that of our Wholesale Supplier);
  - (viii) use a Home Voice Service in any way that does or may adversely affect any system or network, for example, by:
    - (A) causing interference, disruption, congestion or, more generally, sub-optimal performance of a system or network;
    - (B) exploiting any misconfiguration or weakness of a system or network;
    - (C) creating a risk to the security or integrity of any system or network, for example by overloading, or otherwise flooding a system or network, or by probing, scanning or testing the vulnerability of a system or network;
  - (ix) use a Home Voice Service in any way that does or may adversely affect another person's use of or access to the Home Voice Services, any of our other Services or the Network.
  - (x) unless we otherwise expressly consent in writing (which we may give or withhold in our sole discretion), use a Home Voice Service:
    - (A) to run a telemarketing business or call center;
    - (B) for variable or dynamic call diversion (multiple terminating points);
    - (C) for multiple simultaneous calling, except where using standard conference call features;
    - (D) for machine-to-machine communication;
    - (E) for making calls which are not standard person-to-person communications;
    - (F) for application-to-person communications;
    - (G) to disguise the origin of a use or communication, including by use of calling line identification overstepping (unless performed with our express consent in accordance with our CLI overstepping policy);
    - (H) to access, monitor or use any data or traffic on any systems or networks;
    - (I) to exploit any network and/or protocol misconfiguration or weakness that may cause a charging gateway to avoid triggering a credit or policy control request to the intelligent network (IN) element; or
    - (J) any other activity which would not be reasonably regarded as ordinary use in relation to a Home Voice Service.
- (d) If you breach clause 9(c), we may (in addition to and without limiting our other rights under this Schedule, the General Terms or our Fair Use Policy) immediately suspend or terminate your Home Voice Service by giving you notice.

## 10 Service Address Relocation

- (a) A Home Voice Service is available for your use at a fixed Service Address that you notify to us when you sign up for your Plan.
- (b) You acknowledge that if you wish to relocate your Service Address, we may not be able to continue to provide a Home Voice Service at the new location. You should confirm with us by lodging a request to relocate your Voice Service at the same time as you request a relocation of your associated Tangerine Internet Service.
- (c) The relocation or modification of an existing Home Voice Service will only be performed when an actionable order is received and accepted by us.

## 11 Partner Requirements

- (a) No contract, obligation or other legal relationship is created or exists between you and our Wholesale Supplier as result of your Contract with us for Home Voice Services.
- (b) You must not make a claim against our Wholesale Suppliers in connection with the Home Voice Services and you indemnify us for any costs, expenses, damages or loss it incurs if this obligation is breached.
- (c) You consent to us sharing information about you with our Wholesale Suppliers to the extent necessary to enable us or our Wholesale Suppliers to provide you with the Home Voice Services.
- (d) Any intellectual property rights owned by us or our Wholesale Suppliers prior to the date of these Customer Terms or your Contract will continue to be owned by us or our Wholesale Suppliers. All intellectual property rights in any improvements or changes to any aspect of the Home Voice Service devised by any person during the time in which the Home Voice Services are being provided belong to us or our Wholesale Suppliers.

## 12 Home Voice Services pricing terms

### 12.1 *Charges you must pay to us each Billing Period*

Each Billing Period you must pay us:

- (a) the minimum monthly Charge for your Plan;
- (b) the Charges applicable to all usage during the prior Billing Period outside of included Plan allowances, including any Pay As You Go Charges; and
- (c) any other Charges incurred by you during the applicable Billing Period that are specified in your Contract.

### 12.2 *Plan Inclusions and Pay As You Go Charges*

- (a) The minimum monthly Charge for your Plan is set out in the Critical information Summary for your Plan and includes all Standard Calls. This is payable in addition to the minimum monthly Charge for your Tangerine Internet Service that is required to use your Home Voice Service.
- (b) Pay As You Go Charges apply to your use of Non-Standard Calls. These Charges are calculated based on the rates set out in the Critical Information Summary for your Plan (subject to change from time to time on notice from us to you in accordance with our Customer Terms).
- (c) We will monitor the call usage on your Home Voice Service on a monthly basis and you acknowledge and agree that we monitor call type and duration.
- (d) You are responsible for ensuring that all Equipment that you use in connection with your Home Voice Service is secure. **We are not liable for call Charges resulting from Toll Fraud and we reserve the right to pass such Charges on to you in full.**

### 12.3 *Plan changes*

- (a) If you wish to upgrade to a higher Plan (subject to availability) at any time, you can either:

- (i) commence your upgraded Plan immediately, in which case you will be required to pay the full monthly Charges for your upgraded Plan in advance. You will not receive any pro rata refund or discount for any portion of the monthly Charges paid or payable for the then-current Billing Period under your existing Plan. You will not receive any credit or transfer of unused data from your old Plan to your upgraded Plan, but the full included value of your upgraded Plan will be available for the remaining portion of your Billing Period; or
  - (ii) commence your upgraded Plan at the end of your current Billing Period, in which case you will be required to pay the full monthly Charges for your upgraded Plan in advance at the start of your next Billing Period.
- (b) You can only downgrade to a lower Plan by terminating your existing Home Voice Service in accordance with clause 97 of the General Terms.

### 13 Definitions

Defined terms used elsewhere in the Tangerine Telecom Customer Terms have the same meaning in this Service Schedule unless expressed to the contrary. In this Service Schedule, unless the context otherwise requires:

**IPND** means the Integrated Public Number Database.

**LNP** means Local Number Porting.

**National Numbering Plan** means the framework for the numbering and carriage services in Australia maintained by the Australian Communications and Media Authority.

**Non-Standard Calls** means the call types listed in the table in clause 12.2(b) and any other call types determined by us not to be Standard Calls from time to time.

**Pay As You Go Charges** means Charges for service usage not included in your Plan entitlements, including Charges for Non-standard Calls.

**Priority Assistance** has the meaning given to that term in the Priority Assistance for Life Threatening Medical Conditions Code ACIF C609:2007.

**Home Voice Service** has the meaning given in clause 2.

**Standard Calls** means all calls to standard Australian fixed and mobile numbers, including calls to 1800 numbers, call forwarding within Australia to standard fixed and mobile numbers, voicemail calls and any other call types determined as eligible by us from time to time.

**Standard Zone Unit** is a charging area defined by the Australian Communications and Media Authority.

**Toll Fraud** means the unauthorised use of your Home Voice Service via hacking or other illegal means.