

TALKBROADBAND SERVICE SCHEDULE

(version February 2006)

This document:

- Is a Service Schedule to a standard form of agreement (“SFOA”) under section 479 Telecommunications Act 1997;
- Applies to contracts with Customers made on and after 28 February 2006;
- Does not apply if and to the extent otherwise agreed between Primus and a Customer.

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1. SUPPLY OF TALKBROADBAND

We will supply TalkBroadband to You under the applicable Plan and Your Application and on the terms set out in this Standard Form of Agreement, which comprises this Service Schedule and the Core Terms.

2. DEFINITIONS (IN ADDITION TO THOSE IN THE CORE TERMS)

- 2.1 “ATA” means a device called an Analogue Telephone Adapter or a Phone Adapter, which You will need to acquire from Us in order to obtain TalkBroadband.
- 2.2 “Basic Telephone Service” means a conventional, fixed line telephony service of the kind commonly used in Australia.
- 2.3 “Broadband” means, in this Service Schedule, a DSL or cable Broadband Internet service meeting Our specifications from time to time.
- 2.4 “Call Forwarding” is a Feature that allows You to have incoming calls automatically forwarded to another number. The forwarded call counts as a separate outgoing phone call, and You will be charged for it as if You had dialled it Yourself.
- 2.5 “Calls to Mobiles” means calls to an Australian mobile phone (being a cellular mobile phone service provided in Australia).
- 2.6 “Caller ID Block” is a Feature that prevents TalkBroadband from sending CLI on a particular call, if You dial an override number before the called number for each call You want to block.
- 2.7 “Call Return” is a Feature that lets You view the number of the last caller (unless they had blocked CLI from their telephone) and dial it back.
- 2.8 “Call Waiting” is a Feature that can be used when You are already on a telephone call. A tone will alert You to another incoming call, and You can

put the first call on hold, take the second call, and later return to the first call.

- 2.9 "Calling Line Identification" or "CLI" is information about the telephone service that makes a call, including its telephone number.
- 2.10 "Calling Number Display" or "CND" is a Feature that lets You see the telephone number of an incoming caller.
- 2.11 "Core Terms" means that part of this Service Contract with the heading "Core Terms".
- 2.12 "Features" means those Services or attributes of Services which are identified by Us as Features and offered by Us, now or in the future.
- 2.13 "Intercapital Call" call is a long distance call between any two of the following Charge Districts and Zones: Melbourne, Sydney, Brisbane, Perth, Adelaide, Hobart, Canberra and Darwin.
- 2.14 "International Call" means a voice call from Australia to a place outside Australia or to a mobile phone provided outside Australia.
- 2.15 "Last Number Redial" is a Feature that lets You quickly redial the most recently dialed number on a handset.
- 2.16 "Local Call" means a voice telephone call from a Nominated Site to a fixed line service in the same local charge area (or in some cases in an adjacent charge area) as the Nominated Site (excluding calls to 13 or 1300 and other special numbers);
- 2.17 "National Long Distance Call" means a voice telephone call which originates from a Nominated Site in Australia and terminates at a fixed line voice service in Australia, but is not a Local Call.
- 2.18 "Nominated Site" means the Site at which We have agreed to provide Your TalkBroadband.
- 2.19 "Preselection" means the process by which a Customer may (either in respect of individual calls, call types or other preselectable services) while maintaining service with one provider, designate another as the provider of designated calls, call types or other services.
- 2.20 "Premium Service Call" is a telephone call to a content service such as content related to sex, weather services, competition entries, opinion polls and school results. Premium service numbers usually start with a 188.., 19.. or 190.. prefix or an international access code.
- 2.21 "TalkBroadband" provided by Us is a telephone Service, supplied to either Residential Customers or Corporate Customers, carrying voice as IP data traffic over a separately supplied Broadband service (but not telephony or other services of a type, which, by reason of the type of technology involved or otherwise, We specifically exclude). We may in the future amend the definition of TalkBroadband to include specified Services or Features, which by reason of their technology or otherwise, would not otherwise have been included.

3. TALKBROADBAND

Your TalkBroadband provides You with:

- 3.1 a telephone number;

- 3.2 Features specified by Us or selected by You;
 - 3.3 ability to make and receive, on Equipment approved by Us, Local Calls, National Long Distance Calls, Calls to Mobiles, International Calls (or as otherwise agreed).
4. CHARGES (ALL INCLUDE GST UNLESS STATED) & BILLING
- 4.1 The Charges for TalkBroadband (whether You are a Residential Customer or a Corporate Customer) are, unless otherwise agreed, specified in Your Plan and in this Service Contract.
 - 4.2 If You have existing billing and payment arrangements with Us for other services, Your TalkBroadband will be billed and paid as part of them.
 - 4.3 If TalkBroadband is Your first, or only, Service from Us, You must provide Us with a standing credit card arrangement for direct debiting fees and charges (unless We specify another payment method).
 - 4.4 Equipment Charges are billed when You order TalkBroadband.
 - 4.5 Monthly Charges are billed in advance.
 - 4.6 Your monthly Charges commence on the earlier of:
 - 4.6.1 10 days after We dispatch Your ATA; or
 - 4.6.2 when You first use TalkBroadband.You must tell us if Your ATA has not arrived within 7 days after You order TalkBroadband.
 - 4.7 Usage Charges are billed in arrears.
 - 4.8 Some TalkBroadband calls will be free of call charges. Others will be charged. Current charges are on our website.
 - 4.9 Some numbers cannot be called using TalkBroadband, and are barred for fraud prevention and other reasons. A current list of available/barred numbers is on our website.
 - 4.10 If a number cannot be called successfully, You must check that it is not a barred number before seeking assistance from Us.
 - 4.11 Charges continue to apply until the end of the month in which Your cancellation notice takes effect. After that, We may bill You for TalkBroadband usage in the last month.
 - 4.12 Where we send an invoice, we may email it to the last address You advised us of.
5. TO USE TALKBROADBAND, YOU ALSO REQUIRE A BROADBAND SERVICE
- 5.1 TalkBroadband is a service that operates over a separately supplied Broadband service. It does not include a Broadband service.
 - 5.2 You are responsible for arranging and maintaining a Broadband service suitable for TalkBroadband, either through Us or another Broadband service provider of Your choice.
 - 5.3 Your Broadband charges are separate to Your TalkBroadband Charges, whether You acquire a Broadband service from Us or another Broadband service provider.

6. AVAILABILITY & USAGE

- 6.1 TalkBroadband is generally available in most (but not all) places in Australia where a Broadband service is available.
- 6.2 TalkBroadband availability also depends on availability of telephone numbers. There are limited areas where We may not have access to new numbers. You are responsible for checking availability with Us.
- 6.3 You need not acquire any other Service from Us to qualify for TalkBroadband, but We may offer bundled Plans under which it is a requirement that You maintain another Service with Us.
- 6.4 We offer no on-site installation service for TalkBroadband. We do provide a CD-based set up kit, but most users will not need to make use of it.

7. NOMINATED SITE ONLY

- 7.1 When You sign up for TalkBroadband, You must specify the full address (including for example flat number) of the Nominated Site at which You wish Us to provide TalkBroadband.
- 7.2 You must not use TalkBroadband other than at the Nominated Site.
- 7.3 If You change addresses and wish to use TalkBroadband at Your new address, You must cancel TalkBroadband at Your Nominated Site and re-apply for TalkBroadband at Your new address as Your new Nominated Site.
- 7.4 You must not do or permit anything to be done with respect to TalkBroadband that breaches or causes a breach of the Telecommunications Numbering Plan 1997.
- 7.5 Local Number Portability may be available for numbers on the TalkBroadband service where We have a number porting agreement in effect with the other service provider involved.

8. FEATURES

The Features that We offer with TalkBroadband may vary from time to time, and current details can be found on Our website. Initially, We offer the following Features:

- 8.1 Caller ID Block on a call by call basis;
- 8.2 Call Forwarding;
- 8.3 Call Return;
- 8.4 Call Waiting;
- 8.5 Last Number Redial.

9. IMPORTANT INFORMATION ABOUT TALKBROADBAND.

- 9.1 TalkBroadband is a "Voice over IP" or "VoIP" telephone service.
- 9.2 It is important that You understand, and You are taken to acknowledge and accept the matters referred to in this clause as conditions of the supply of TalkBroadband.
- 9.3 TalkBroadband does not include or provide Internet Access.
- 9.4 You do not normally need a computer to operate TalkBroadband, but if You wish to make use of Our CD-based set up kit, You need a computer.

- 9.5 TalkBroadband requires that Your telephone handset is plugged into an ATA, configured for TalkBroadband, which can only be obtained from Us. To prevent inadvertent misconfiguration, it must not be used with any other VoIP service. If You request Us to do so, We may for a fee, reset it, to permit reconfiguration, after Your TalkBroadband Service comes to an end.
- 9.6 TalkBroadband requires a mains power supply in order to operate. If power is lost, it will not work.
- 9.7 TalkBroadband will not be free of faults and interruptions, including those that arise from the Broadband it operates over.
- 9.8 TalkBroadband may be degraded or interrupted by factors that impair Your Broadband, such as:
 - 9.8.1 outages;
 - 9.8.2 local congestion (for example, downloading to Your computer while using TalkBroadband);
 - 9.8.3 Internet congestion;
 - 9.8.4 "shaping", where Your Broadband speed is slowed, for example because You have exceeded data limits.
- 9.9 For TalkBroadband, You must have a Broadband service capable of carrying Internet Protocol (IP) data traffic at upload speeds of at least 64 Kbps and download speeds of at least 256 Kbps. However, for better quality and greater reliability, We recommend that You should have Broadband with upload speeds of at least 128 Kbps and download speeds of at least 512 kbps.
- 9.10 We do not support TalkBroadband over satellite Broadband, nor over wireless Broadband.
- 9.11 TalkBroadband service quality may, in any configuration, vary from excellent to a quality less than a Basic Telephone Service.
- 9.12 TalkBroadband can usually be used to call the emergency number 000, but for reasons outlined in this Service Schedule, You should not regard any VoIP service, including TalkBroadband, as a reliable service in an emergency. You should also maintain a Basic Telephone Service, for use in emergencies and case of power failure.
- 9.13 To maintain both TalkBroadband and a Basic Telephone Service, You will require a separate handset for each service.
- 9.14 Most standard telephone handsets will work with TalkBroadband, but You are responsible for checking with us in advance.
- 9.15 TalkBroadband calls made and received by You are data, and will usually be counted as Broadband data usage, for the purposes of data usage limits and charges imposed by Your Broadband provider. You should check with Your Broadband provider about this.
- 9.16 TalkBroadband is not suitable for non-voice applications, for example fax machines, data modems and security monitoring services, for which You should use a Basic Telephone Service.
- 9.17 TalkBroadband does not support:
 - 9.17.1 ring detection in Customer Equipment where the total Ringer Equivalence Number (REN) on a line is greater than 3;

- 9.17.2 end to end signalling via earth, line conductors, Cailho or phantom circuits;
 - 9.17.3 2 or more telephones or equivalent apparatus in the off hook condition at the same time; or
 - 9.17.4 Preselection – We are the only service provider available using the TalkBroadband Service.
- 9.18 TalkBroadband numbers will not be listed in the telephone directory, but this service may be available in future for an extra charge.

10. CUSTOMER SERVICE GUARANTEE

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 TalkBroadband.