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CONDITIONS OF SERVICE – ADAMTALK VOIP SERVICES

1. ABOUT

These terms are product specific terms which apply to our AdamTalk VoIP Services.

2. APPLICATION

We will supply the AdamTalk VoIP Services to you pursuant to the terms and conditions set out in these Conditions of Service which form part of and must be read subject to our Standard Form of Agreement found at www.adam.com.au/legal. To the extent of any inconsistency between these Conditions of Service and the Standard Form of Agreement, these Conditions of Service will prevail.

3. DEFINITIONS

In these Conditions of Service, capitalised terms have the meaning set out in the Standard Form of Agreement and the following definitions apply unless the context requires otherwise:

AdamTalk VoIP Services	means the VoIP Services supplied by Adam Internet under our Agreement
AdamTalk VoIP Services Plan	means AdamTalk VoIP Services Plan selected by you in your Application
Agreement or our Agreement	means the agreement between you and us for the VoIP Services, comprising the terms stated in your Application Form, the Standard Form of Agreement, these Conditions of Service and the Schedule of Fees and Charges
CLI	means Caller Line Identification
Customer Equipment	means equipment owned by you and located at the Service Location
Internet Service	means the internet connectivity service which is provided to you by us on the Conditions of Service set out in our agreement in relation to such service
ISPhone	means the third-party supplier for AdamTalk VoIP Services.
Local Number Portability	means the ability to transfer your telephone service number between service providers

Minimum Term	means the minimum term (if any) specified in your AdamTalk VoIP Services Plan
Network Prioritisation	means that the provision of services will occur across our Network in a prioritised order, such order to be determined by us in our sole discretion.
Our Network	means the infrastructure used and maintained by us to provide you with your Service. Our Network does not include the computer networks that make up the Internet
Pre-selection	means the ability to pre-select or use an over-ride code to access an alternative service provider for calls to mobile phones, national long distance services, international direct dial services, certain operator assisted services and international ring-back pricing code calls
PSTN	means the Public Switched Telephone Network, the standard telephone system which consists of interconnected public telephone networks designed primarily for voice traffic and primarily owned by Telstra Corporation Limited
Service Location	means the location at which we will provide the Services to you as set out in your Application
Shaped Services or Shaping	means the controlled reduction in speed of a DSL Service
Standard Telephone Services	means the standard telephone service that an ordinary consumer expects to be able to access when using a standard telephone as historically commonly provided by Telstra Corporation Limited. A standard telephone service has standard functionality associated with it (as outlined in the <i>Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth)</i>) which an ordinary consumer expects to be available. Such standard functionality includes for instance the ability to make local, international and/or mobile telephone calls, the ability to make emergency calls and have access to a directory assistance service for telephone numbers
Telecommunications Act	means the <i>Telecommunications Act 1997 (Cth)</i>
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
VoIP Service Fees	means the fees set out in our Schedule of Fees and Charges that is applicable to the VoIP Services Plan selected in your Application Form

VoIP Services	means voice carriage in the form of VoIP from your point of interconnect to any termination point on the Public Switch Telephone Network or the IPhone network.
we, our or us	means Adam Internet Pty Ltd
you or your	means the current account holder for the AdamTalk VoIP Service

4. COMMENCEMENT OF ADAMTALK VOIP SERVICE

Our Agreement commences when we accept your Application and continues until terminated in accordance with our Agreement.

5. ADAMTALK VOIP SERVICE CONDITIONS

- 5.1 During the Term, and provided that you are not in default of your obligations set out in our Agreement, we will provide the AdamTalk VoIP Service in accordance with the AdamTalk VoIP Services Plan.
- 5.2 In order for us to provide you with AdamTalk VoIP Services you require certain equipment and facilities which we will advise you of when you make your Application, including without limitation:
- (a) a valid and current Adam Internet Broadband Internet Service; and
 - (b) any software or hardware SIP capable device, which complies with the Session Initiation Protocol RFC 3261 ("**Customer Equipment**")
- 5.3 Installation and configuration of Customer Equipment and or software used for connecting to the AdamTalk VoIP Services is at your sole cost and responsibility. Certain products and services are incompatible with the AdamTalk VoIP Service and it is your responsibility to ensure that the Customer Equipment is compatible.

6. PERMITTED USE OF ADAMTALK VOIP SERVICE

- 6.1 You expressly acknowledge and agree that:
- (a) your use of the AdamTalk VoIP Service is subject to our Acceptable Use Policy;
 - (b) we provide the AdamTalk VoIP Service to you for your use at the Service Location. You may not change the Service Location without our express written permission which shall not be unreasonably withheld; and
 - (c) your use of the AdamTalk VoIP Service will be included in your Broadband Internet Service's monthly upload and local download data allowance.
- 6.2 You warrant that:
- (a) only people authorised to access your AdamTalk service will be able to utilise the service;
 - (b) you will not cause a breach of the Telecommunications Act; and

- (c) the AdamTalk VoIP Service will only be used as a complimentary service to a PSTN.

7. VOIP SERVICE LIMITATIONS

7.1 You acknowledge that:

- (a) the AdamTalk VoIP Service may rely upon the operation of third party networks operated by third party carriers and third party services provided by other carriage service providers and we are unable to guarantee the operation of or the use of the AdamTalk VoIP Service through third party supplier networks or other third party carriers and carriage service providers. Any failure of the AdamTalk VoIP Service caused by a third party network or third party service is beyond our control, and we will not be responsible to, or liable to you, for any such failures.
- (b) we do not warrant, and have not represented, that the VoIP Service is or will be free of errors, defects or interruptions, nor that it will be available at all times. You acknowledge that there will be variations in clarity and capacity of service.
- (c) call quality may be affected by internet congestion, sharing of a broadband connection, and shaping or any other limits imposed by us.
- (d) unless you block your CLI, then that CLI data will be transmitted by the AdamTalk VoIP Service within Australia.
- (e) the AdamTalk VoIP Service is not available for the transmission of data or video but is for use for voice calls only.
- (f) the AdamTalk VoIP Service is not designed to replace your Standard Telephone Service. This means that the key functionality and limitations as described in this Service Schedule are significantly different from those associated with a Standard Telephone Service. Due to this we do not recommend that you disconnect your Standard Telephone Service (i.e. your primary phone line).
- (g) you do not expect the AdamTalk VoIP Service to function as a Standard Telephone Service. The AdamTalk VoIP Service 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 AdamTalk VoIP Service you have selected in your Application Form;
- (h) the AdamTalk VoIP Service is only available to you in conjunction with the Internet Service which supports a VoIP Service. If for any reason your underlying Internet Service is suspended, terminated or is otherwise unavailable, the AdamTalk VoIP Service will also be suspended, terminated or otherwise unavailable. In such circumstances, you will remain liable for any charges applicable to your service.
- (i) we are not responsible for any failure in your equipment to revert from VoIP services to your standard PSTN service (or vice versa) and as such are not liable for any excess call charges that may result from such failure. In the

event of your AdamTalk VoIP Service reverting to your PSTN service we are not responsible for any charges incurred on your PSTN service.

- (j) we may:
 - (i) limit the performance of the AdamTalk VoIP Service from time to time to affect Network Prioritisation; and
 - (ii) cease or interrupt the service to troubleshoot or conduct maintenance or upgrade the network or infrastructure through which the AdamTalk VoIP Service is provided.
- (k) you are not able to pre-select or use an over-ride code to make calls via an alternative service provider. Adam Internet has applied to the Australian Communications and Media Authority for an exemption from the Telecommunications Act's pre-selection obligations.
- (l) any change that you make to an account associated with your AdamTalk VoIP Service may interrupt or alter your AdamTalk VoIP Service.
- (m) Adam Internet may pass on any of your personal information if required by law.
- (n) if you are using a 256k/64k Broadband Internet Service you will be likely to experience poor quality and/or loss of service if using AdamTalk VoIP Service and accessing the Internet simultaneously.

8. TELEPHONE NUMBERS

- 8.1 When you apply for the AdamTalk VoIP Service then you may be allocated a direct in dial telephone number ("**DID**") (depending on your service plan and you do not have the right to select the DID).
- 8.2 You do not have any right or interest in any DID we give you, and we may change it at any time.
- 8.3 Any DID we allocate you will not be subject to number portability, unless:
 - (a) we agree in writing;
 - (b) we have a porting agreement with a gaining service provider or carrier; and
 - (c) it is lawful to do so.
- 8.4 Where we change your DID then it is your responsibility to arrange call diversion at your cost.
- 8.5 We have applied to the Australian Communications and Media Authority for an exemption from the Telecommunications Act's local number portability obligations.

9. SERVICE FEATURES AND APPROVED HARDWARE

9.1 Subject to **Clause 9.2 and the capability of your handset**, the following features may be available through the AdamTalk VoIP Service:

- (a) call hold/switch;
- (b) call waiting;
- (c) call forwarding;
- (d) call transfer (unattended);
- (e) call return;
- (f) call return on busy;
- (g) call redial;
- (h) caller ID display;
- (i) three way conference calling; and
- (j) specified call blocking.

9.2 We may change or withdraw features from the AdamTalk VoIP Service at any time without notice change or withdrawal will take effect immediately.

9.3 All features may not be available:

- (a) until they are enabled on the AdamTalk VoIP Service in accordance with the instructions we provide;
- (b) if they are not supported by your telephone handset.

9.4 Where you access a feature such as voicemail without using the AdamTalk VoIP Service, then you may be subject to normal call charges.

9.5 We may lock approved hardware with a password or any other method, to ensure that any setting implemented is not altered or tampered with.

9.6 You may request us to unlock approved hardware for use with alternate settings or an alternate supplier, where we first agree in writing.

10. EMERGENCY CALLS

You acknowledge that the AdamTalk VoIP Service:

- (a) must not be used as a replacement for a PSTN telephone service;
- (b) may not accurately transmit your geographical address so should not be used to make '000' or other emergency telephone calls;
- (c) may not transmit CLI data concerning your location, so that emergency services may not be able to determine your location to provide assistance;

- (d) will not operate during a power or Network outage.

11. CUSTOMER SERVICE GUARANTEE WAIVER

In accepting these Conditions of Service 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 the AdamTalk VoIP Service.

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

- 11.1 The Customer Service Guarantee (“**CSG**”) can be found on the Australian Communications and Media Authority website www.acma.gov.au.
- 11.2 Part 5 of the Telecommunications (Customer Service Guarantee) Standard 2000 (No.2) allows us to propose that you waive the protections and rights provided under the CSG.
- 11.3 By agreeing to this waiver you agree to waive your protections and rights under the CSG.
- 11.4 The protections you are waiving are:

The provision of written information

- Provision of written information to each customer, at least every two years about:
 - the performance standards that apply to supply of specified services;
 - the obligations of the service provider under those standards;
 - the customer's entitlements to damages under the Act for contravention of the performance standards; and
 - on request, the provision of information about a performance standard.

Guaranteed maximum connection periods

- the prescribed maximum timeframes within which connection to services should occur.

Guaranteed maximum rectification periods

- the prescribed maximum timeframes within which rectification of service faults should occur.

Making and changing appointments

- requirement to make appointments with customers at times that are convenient for the customer that are either for a particular time of the day or nominate a five hour period during which the appointment will occur, and
- changing appointments by giving at least 24 hours notice by obtaining the agreement of the customer to the change.

- 11.5 This waiver will take effect from the date that it is provided to us. If you do not provide us with a CSG waiver in the form proposed by us, we reserve the right not to provide the service to you.

11.6 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.

12. FEES

We will charge you for AdamTalk VoIP Services for the AdamTalk VoIP Service Plan selected by you in your Application Form at the rates set out in our Schedule of Fees and Charges.