

**Voice Service Description and Terms**  
**TeleChoice NBN – Home Phone Service**  
**Internet Protocol Voice Service (IP Voice Service)**

These terms and conditions apply to voice component of the TeleChoice NBN service (**IP Voice Service, Service**). You acknowledge that you have read and understood, and you agree to the terms and conditions of this agreement.

## 1) IP Voice Service

- 1.1 The IP Voice Service or Service is a service which enables you to make and receive voice calls over your Broadband internet connection. It is particularly designed for use with the TeleChoice's NBN service.
- 1.2 The Service is supplied to you by Business Service Brokers Pty Ltd t/a TeleChoice (**TeleChoice, us, we, our**). TeleChoice's service provider supplies the IP Voice Service to TeleChoice and TeleChoice re-supplies the Service to you.
- 1.3 The Service includes the supply of:
- (a) A telephone number;
  - (b) Subject to the agreement of TeleChoice's supplier, the listing of the telephone number in a telephone directory; and
  - (c) Any such components as TeleChoice may determine from time to time.
- 1.4 The Service consists of:
- (a) Hosted PABX - The Hosted PABX Service is a Voice over IP (**VOIP**) telephony service that allows you to make and receive calls using our upstream provider's IP phone system hosted in the Network; and
  - (b) SIP Voice Services – allows customers with a SIP gateway device or IP PABX to connect to the Network via a Broadband internet connection and have its telephony traffic carried via IP utilising Session Initiation Protocol (**SIP**). The SIP Voice Service can be utilised as an alternative to traditional ISDN or PSTN services.
- 1.5 The Service may be used to make and receive calls to/from:
- (a) other TeleChoice VOIP customers;
  - (b) standard Australian local and national numbers;
  - (c) Australian mobile numbers in Australia;
  - (d) 000 emergency services (only for plans where a service number is allocated);
  - (e) free phone and local rate numbers such as 13, 1300 and 1800 numbers (only for plans where a service number is allocated);
  - (f) directory assistance or operator assisted numbers (only for plans where a service number is allocated);
  - (g) satellite phones; and
  - (h) most international destinations.

1.6 TeleChoice retains the complete discretion to decide the CODEC which will be used for the Service.

1.7 It is a condition of supply of the Service that you must not preselect to another carrier or use the Service to make override calls on a third party network. TeleChoice may terminate the supply of the service if you preselect to another carrier or use the Service to make override calls. You agree that you will not request that TeleChoice procure the ability to preselect or override to other carriage service providers.

## 2) Supply of Service

2.1 The Service is **not intended** to be used as a standard telephone service. If your internet is not functioning properly for any reason, including where there is a power failure, data congestion, throttling, or other internet outage, your Service will not function or will not function correctly. **This means that you will not be able to make or receive any voice telephone calls including 000 emergency calls in the event of a power outage.**

2.2 You accept that the Service may not be free of faults and interruptions, including those that arise from the Carriage Service over which it operates, such as:

- (a) outages;
- (b) local congestion; and
- (c) any other factors outside of TeleChoice's control

2.3 TeleChoice may refuse any request by you for the supply of an IP Voice Service for any reason in its sole and absolute discretion, including if Location, capacity, interference, technical capability or other technical matters affecting the relevant supplier or a relevant supplier network at the relevant time preclude, or would unduly delay or affect, the provision of IP Voice Services.

2.4 You acknowledge that some other services are not compatible with IP Voice Services or may not function properly or may only function if additional equipment is installed. Where additional equipment is required, you agree to install it at your own cost.

2.5 TeleChoice may, at its absolute discretion and at any time, modify, replace or remove any of the equipment or functionalities in respect to the IP Voice Services.

2.6 Where TeleChoice believes that any modification will have a substantial impact in the provision of the Services, TeleChoice will notify the customer as soon as reasonably possible.

2.7 TeleChoice may, at its absolute discretion and at any time, remove any calls or prohibit you from using the Service.

2.8 You must not cause any threatened or actual interference to or impairment of the IP Voice Service.

## 3) Requirements and limitations of the Service

3.1 It is not possible to use this Service to make calls to:

- (a) Premium Rate Numbers (e.g. 190x)
  - (b) Some operator assisted numbers and special service numbers
  - (c) High risk International destinations
  - (d) Universal International Freephone Numbers
  - (e) 0500 numbers
- 3.2 Any interruption or degradation to the internet service will result in the IP Voice Service no longer working, or become degraded, until that service has been restored. Such interruption or degradation may include, amongst other things:
- (a) the disconnection of the IP Voice Service;
  - (b) service outages on the IP Voice Service;
  - (c) congestion on the IP Voice Service; and
  - (d) “shaping” of the IP Voice Service, where your broadband speed is slowed for example because you have exceeded data limits.
- 3.3 The Service may not be suitable for some non-voice applications, for example fax machines, back to base alarms, security monitoring services and other monitoring systems using phone lines, dial up modem and other analogue data calls.
- 3.4 You acknowledge and agree that:
- (a) you **will not** be able to use the Service to call emergency services (such as 000), or anyone else, if there is any kind of outage or interruption to the broadband internet connection or to the power supply, until the broadband internet service and power supply have been restored, and you have reset or reconfigured the equipment;
  - (b) you **will not** be able to use the Service to call emergency services (such as 000), or anyone else, if the Service is suspended for any reason, including your failure to pay our invoice; and
  - (c) TeleChoice does not accept liability arising from any inability to access emergency services using the Service
  - (d) TeleChoice is unable to port certain numbers
  - (e) No warranty is made regarding the ability to provide calling number display blocking services
- 3.5 The following internet services are not compatible with, and do not support the provision of IP Voice Services:
- (a) dial-up internet services; and
  - (b) other internet services with high latency and jitter and services with low amounts of bandwidth.
- 3.6 You acknowledge that devices used by you or devices used to supply their broadband service may not be compatible with the Service, and in some cases a different router may be needed for the Service to work properly. You also acknowledge TeleChoice will not provide support for faults caused by such devices.
- 3.7 Approximately 100 kbps of internet bandwidth is required per line and for each line required; your broadband service must have sufficient bandwidth to support those lines.

- 3.8 You acknowledge that voice quality of the Service may vary by location and is affected by many factors such as the quality of the your internet service provider, broadband speeds, the equipment you are using, how far you live from the exchange and the line quality connecting the exchange to your premises. Therefore, TeleChoice does not guarantee voice quality of the Service
- 3.9 Priority Assistance does not apply to the Service. The IP Voice Service is not suitable for, and cannot be supplied, to a person who is a Priority Customer or a Provisional Priority Customer
- 3.10 You acknowledge that the IP Voice Service is not to be relied on as the sole voice telephone service at a Premises in which you or other resident or usual occupant has a disability, serious illness or other life threatening condition which requires an uninterrupted phone line with access to 000 emergency services.
- 3.11 IP Voice Services do not support or are not suitable in the following circumstances::
- a. mission critical purposes;
  - b. any intended purpose or use which is sensitive to latency, jitter, packet-loss or requires high volume continuous file transfer;
  - c. in circumstances where life-threatening emergencies can occur (for example, it is not suitable for use in police stations, fire stations, emergency service provider call centres, medical practices, hospitals and the like); and
  - d. any other purpose, service or application that TeleChoice may notify you from time to time.

## 4) Customer Service Guarantee

- 4.1 The Customer Service Guarantee (**CSG**) is a guarantee that is prescribed under the Telecommunications Act 1997 and gives consumers certain rights in connection with standard telephone services. These rights include:
- (a) The right to be provided with information about the CSG and the performance standards applicable under it;
  - (b) The right to receive compensation if a standard telephone service is not connected within a specified timeframe;
  - (c) The right to receive compensation if a fault or service difficulty exists on a standard telephone service and is not rectified within a specified timeframe;
  - (d) The right to receive compensation if TeleChoice misses an appointment with a customer with whom TeleChoice has made an appointment in connection with the standard telephone service.
- 4.2 The specified timeframes and the amounts of compensation vary based on the customer location, the nature of the infrastructure available at the customer site and the length of time during which default has occurred. Full detail of the compensation can be found with a search of the ACMA website ([www.acma.gov.au](http://www.acma.gov.au)).

- 4.3 The IP Voice Services are supplied on the basis that you waive the CSG. You should make your own assessment as to whether the TeleChoice plans represent sufficient value for you to waive the rights given to you under the CSG.
- 4.4 If you wish to acquire a service in respect of which TeleChoice requires that the CSG be waived, you must agree to waive the CSG and complete the CSG Waiver Form.
- 4.5 If you give a CSG waiver and withdraw that waiver within 5 working days of giving it, the waiver will not be effective and you agree that we may terminate the agreement for the supply of the IP Voice Service.**

## 5) Equipment

- 5.1 use the TeleChoice VOIP service, you must obtain and maintain:
- (a) a functioning broadband connection to the internet
  - (b) a means of making/receiving a call which could be:
    - i. a softphone client installed on the computer which is connected to the Internet (a **Connected Computer**) and has sound capability and a functioning microphone;
    - ii. a USB phone which is connected to a Connected Computer or an IP Phone which is connected directly or indirectly to the Broadband connection or an Analogue Telephone Adapter (**ATA**) device;
    - iii. a standard telephone which is connected to a router capable of making and receiving VOIP Calls (**VOIP Routers**);
    - iv. SIP enabled IP handset.
- 5.2 To function with the TeleChoice VOIP service, your equipment should support 3 CODECs, namely G.711a, G.711u and G.729. If all three CODECs are not supported, calls made to a third party may be terminated due to a mismatch of CODECs.
- 5.3 TeleChoice does not support USB phones or IP Phones or ATA devices, though these may work with TeleChoice.
- 5.4 TeleChoice supports only VOIP Routers which have been purchased from TeleChoice. TeleChoice does not support other VOIP Routers.
- 5.5 If, during the application process, you order equipment from TeleChoice, TeleChoice transfers title to that equipment to you on payment of the purchase price. Risk in the ordered equipment passes to you when the equipment is shipped from the warehouse.
- 5.6 TeleChoice reserves the right to supply an alternative model or brand of equipment, of similar quality and technical specification to the one displayed on the TeleChoice website when you ordered during the application process.

- 5.7 TeleChoice will only deliver ordered equipment to the service delivery address supplied by you in your application for service. If you are not available to receive delivered equipment and the equipment is returned to us, the cost of the return will be borne by you. In addition, we will charge you to redirect/resend the equipment. Shipping & handling fees are non-refundable
- 5.8 Any equipment not supplied directly by TeleChoice is not supported by TeleChoice assistance in relation to unsupported equipment should be sought from the manufacturers or distributors of the equipment.
- 5.9 Equipment supplied by NBNCo, including the NBN Connection Box, fibre connectors and other connectivity equipment is and always remains the property of NBN Co.

## 6) Equipment Support

- 6.1 Support, maintenance and/or consulting in respect of your equipment are not provided as part of the Service. You are responsible for any expenses relating to cabling, configuration and/or modifications to your equipment.

## 7) Security

- 7.1 It may be possible for a third party (such as a hacker) who has obtained access to your equipment or software, including equipment or software provided to you by TeleChoice, to make calls using your Service.
- 7.2 TeleChoice will provide you with a username and password at the time of activation. It is your responsibility to maintain safe and secure that username and password. You must ensure that appropriate security mechanisms are placed on all equipment so as to protect against hacking, including over wireless networks. Some steps that you should take include:
- (a) not recording your username and password details on your computer or in any other location where they may be obtained by a third party;
  - (b) restricting administration access to your equipment;
  - (c) ensuring that WIFI access is protected with appropriate encryption and with limitation on persons and equipment that are permitted to access the WIFI; and
  - (d) ensuring that your passwords (including your router passwords) are not given out to unauthorised persons and are regularly changed.
- 7.3 Calls made from your Service will be chargeable, whether such calls have been authorised by you or not.

## 8) Numbers and Porting

- 8.1 A telephone number from the Australian Telecommunications Numbering Plan will be allocated to you for the period during which you acquire the IP Voice service.

- 8.2 The geographic number allocated to you will be based on the service delivery address that you nominate in the application process or which you subsequently advise us. The number allocated to you will be at TeleChoice's discretion. TeleChoice has no obligation to give you an alternative number. If you move the service delivery address, TeleChoice may be required to give you a different service number, relevant to your new service delivery address.
- 8.3 Porting arrangements have not been established with all carriers. Accordingly, it may not be possible to port a number to the service or away from the service.
- 8.4 We are not able to port all numbers. If we can port an existing number to the IP Voice Service, it can be used to make and receive phone calls using the Hosted PABX or SIP Voice Service.
- 8.5 We will charge a number porting fee for every number porting attempt.
- 8.6 You acknowledge that when porting the number to us, there may be a short period when the service is not available.
- 8.7 It may take between 5 to 20 business days for TeleChoice to complete a port. Complex ports may take additional time to complete. We make no guarantee that the telephone number will be ported within any specified timeframe.
- 8.8 If you have chosen to port a telephone number from an existing supplier into the IP Voice Service, you may nominate during the application process an alternative service to which calls to that telephone number will be diverted until the porting has been completed. You remain responsible to your existing supplier for charges that are incurred for the diversion and during the diversion. .
- 8.9 If the porting of numbers to the service or from the service is possible, the following provisions apply:
- (a) The ability to port a number into and out of the service is subject to availability and technical and commercial considerations.
  - (b) The porting of your number will be conducted in accordance with the relevant Communications Alliance codes.
  - (c) You may port your number if it is declared portable in accordance with the porting requirements administered by the ACMA and no exemption from such obligations has been granted.
  - (d) If you have ported your number from another service provider and the service is subsequently terminated or you terminate the service without reconnecting to another service provider, you will no longer have the right to use that number. Similarly, if you port your number from us to another service provider and are then disconnected you will no longer have the right to use the number.
  - (e) In order to port your number to us, you must complete and sign a Porting Authority Form (**PAF**). You warrant to us that all information supplied by you in the PAF is complete and

correct. You indemnify us against (and will pay us for) any loss, liability, claim, damage, costs, expenses and charges reasonably incurred by us as a result of, or in connection with, the porting of any number to us which you authorise us to port but which number has not been validly assigned or allocated to you, or otherwise in connection with any incorrect or incomplete information supplied by you in the PAF

- (f) Your previous telephone provider may charge you for porting and there may be other costs and obligations such as early termination fees payable to your previous telephone provider. You indemnify us against all such fees and charges.
- (g) When porting your number out to another carrier, there may be charges payable to TeleChoice for porting and other costs and obligations such as early termination fees and service and call charges that have not already been paid.
- (h) During the process of porting the number from another supplier's network to TeleChoice there may be a period when the service is interrupted.

## 9) Application

9.1 You apply for the Service by:

- (a) completing an online application process at the TeleChoice website;
- (b) completing an application form at an authorised TeleChoice licensee or dealer; or
- (c) ordering the service through a telephone sales consultant.

9.2 You warrant that the information provided by you during the application process is true and correct. In particular, you warrant that:

- (a) you are the legal renter of any telephone service number you nominate as using the copper pair or NBN access service at the service delivery address or are authorised by the legal renter to cause the provisioning of the service on that copper pair or NBN access service; and
- (b) TeleChoice may rely upon the service delivery address for the service being accurate when it allocates the service number to you.

9.3 This information is used to provide the service and to provide details to emergency service and directory listing operators and to establish which calls will be local calls. You must keep the information up to date during your acquisition of the service, including if you move premises. If we find that the information provided is not current or accurate and you fail to provide the correct information within 7 days of being requested to do so, we may restrict access to the service or disconnect the Service.

9.4 Once you have correctly completed the application process, TeleChoice will determine its capability to accept the application and, if it accepts the application, will endeavour to activate the Service. If you have any complex services on the copper pair, you will be required to cancel those complex services before installation can proceed.

- 9.5 By applying for the Service, you authorise TeleChoice to convert the copper pair to a line for use with the Service. The telephone line and all services and features associated with the telephone line (including PSTN landline telephone service) will be disconnected automatically once the service is activated. You are responsible for terminating or otherwise managing any contracts or arrangements between you and the existing carrier for supply of services over that copper pair.
- 9.6 In the case of IP Voice Services, TeleChoice will allocate the service number to you and will inform you that the service is activated. The service will be available for use and you must set up the relevant Connected Computer, softphone, USB Phone, ATA, IP Phone or VOIP Modem to enable use of the IP Voice Service..
- 9.7 We will endeavour to install the service within a reasonable time from your order but provisioning may be rejected or delayed due to many factors, including but not limited to, trans-positioning .Such issues are outside of our control. If there are issues, you must give us the opportunity fully to investigate the reasons for such rejections before terminating the contract.
- 9.8 You are responsible for all costs and charges associated with any agreement for the delivery of carriage services supplied to the service delivery address.

## 10) Agreement Term and Termination

- 10.1 The plan that you have acquired may stipulate that a Minimum Contract Period is applicable to the service. You agree to retain the service for that Minimum Contract Period.
- 10.2 If you cancel a service in respect of which there is a Minimum Contract Period, or TeleChoice disconnects the service following a default by you, you will be liable to pay an early termination charge/contract break fee as stipulated in the application process.

In addition to the rights of termination set out in the General Terms or otherwise in this Service Description, we may terminate the Service immediately by giving you written notice if you use the Services in the following circumstances (without limitation):

- (a) Running a telemarketing business or call centre;
- (b) Re-supplying or reselling the Service;
- (c) Use the services for the purposes of arbitrage;
- (d) Abnormal or excessive use of any back to base monitoring services;
- (e) If the plan is a consumer plan for household or personal use only, but is instead used for commercial or other non-typical household or personal purposes;
- (f) Using the Service in a way which unreasonably affects other customers' access
- (g) Setting up switch devices which overcome subscription and/or pricing charges,
- (h) potentially limiting the ability for other customers to access the Service.
- (i) Use the Services to make threatening, abusive or hoax calls
- (j) Use the Service to make calls via another carriage service provider, whether by way of an override code or by preselection.

- 10.3 If we determine that the Service or features was at any time inconsistent with the normal outbound and inbound usage patterns for the type of service purchased, we have the right to suspend or discontinue service generally, or to disconnect the service, at any time.
- 10.4 You acknowledge that will not be able to use the Service to call anyone in the circumstances set out in **clause 3.1**.
- 10.5 You acknowledge that we can block access to certain call destinations for technical, operational or commercial reasons.
- 10.6 For security purposes, we may limit (but are not obliged to) the number of international calls you can make using the Service.

## 11) Relocation or Cancellation

- 11.1 You may request us to relocate the service delivery address for the Service. Our ability to accept a relocation request will depend on the existence of available infrastructure at the new service delivery address. If a relocation cannot be processed because of a lack of infrastructure, the relocation request will be treated as a cancellation by you of the Service and, if early, may require you to pay the early termination charges.
- 11.2 A relocation may incur a charge and may involve you accepting certain other terms and conditions advised to you at the time of your application for a relocation. If you proceed with a relocation, you must accept those terms, including a new Minimum Contract Period if that applies.
- 11.3 After the expiry of the Minimum Contract Period, is applicable, you may terminate the Service by giving us at least 30 days written notice. You must pay for charges for the service up to the end of the notice period.
- 11.4 You authorise us to charge all termination fees, including, but not limited to, any early termination charges to the credit card or direct debit account on receipt of your termination notice.

## 12) Service faults

- 12.1 From time to time, TeleChoice or its suppliers may perform maintenance or upgrade work that may affect part or all of the IP Voice Services.
- 12.2 Any disruption caused to IP Voice Services will not constitute a breach of this Agreement.
- 12.3 Where we become aware that a disruption to IP Voice Services will occur, we will endeavour to provide reasonable notice to you and to the extent practicable and reasonable, reasonable notice in advance of the disruption.

## 13) Fault Reporting

- 13.1 Before reporting a fault to TeleChoice, you must take all reasonable steps to ensure that the fault is not a fault in any your equipment.

- 13.2 If TeleChoice determines the fault is attributable to your equipment then TeleChoice reserves the right to:
- (a) invoice you a reasonable amount for the time spent diagnosing the fault; and
  - (b) pass on the charges charged to TeleChoice by its upstream wholesale provider or its suppliers for incorrect fault logging.
- 13.3 Once you have determined the fault is not a fault in your equipment, you must report any faults in connection with IP Voice Services to TeleChoice.
- 13.4 TeleChoice will endeavour to respond and resolve the fault within a reasonable period of time.
- 13.5 Without limiting any other clause of this Agreement, TeleChoice not be liable to you in connection with any fault that is outside of the control of TeleChoice, including any issues/faults with our upstream wholesale provider or its suppliers.

## 14) Definitions and Interpretations

<b>Term</b>	<b>Definition</b>
<b>Broadband</b>	means Internet Services utilising Internet Access by means of DSL (or alternative technology).
<b>CSG</b>	means the Telecommunications (Customer Service Guarantee) Standard 2011.
<b>ISDN</b>	means Integrated Service Digital Network.
<b>Network</b>	any interconnected telecommunications equipment, facilities, or cabling used in connection with our provision of the service.
<b>Premises</b>	locations: <ul style="list-style-type: none"> <li>a) at which we supply the service; and/or</li> <li>b) to which we need to have access to the supply the service</li> </ul>
<b>Priority Assistance</b>	has the meaning given to that term in the Priority Assistance for Life Threatening Medical Conditions Code ACIF C609:2007
<b>Priority Customer</b>	has the meaning given to that term in the Priority Assistance for Life Threatening Medical Conditions Code ACIF C609:2007.
<b>Provisional Priority Customer</b>	has the meaning given to that term in the Priority Assistance for Life Threatening Medical Conditions Code ACIF C609:2007.
<b>PTSN</b>	Public Switched Telephone Network
<b>Service</b>	the service specified in the service description and any related goods or equipment and ancillary services that we supply to you in connection with that service.