

TELEPHONE SERVICE SUPPLEMENT

*This Agreement extends the Terms and Conditions of our **Master Services Agreement**, as detailed at <http://www.esc.net.au/terms>. Should there be any discrepancy between this Agreement and the Master Agreement, this Agreement shall be the prevailing Agreement.*

DEFINITIONS

“**Certificate Authority (CA)**” is Your authority allowing Us to provision or transfer (from your current carrier) the Service. The CA is built into our signup process.

“**Voice over Internet Protocol (VoIP)**” is a telephony service provided using the IP protocol as the main transport mechanism.

“**Preselect**” is the process whereby you can choose a preferred carrier to supply your mobile, national and international calls for your standard fixed line telephone service.

“**Line**” means a standard PSTN, or ISDN telephone line.

“**Master Services Agreement (MSA)**” means the Master agreement, which is located at <http://www.esc.net.au/terms>

1. GENERAL

- 1.1 You agree that you are the account holder, or an Authorised representative, for the nominated fixed line.
- 1.2 If you have an existing billing anniversary, Your Telephone Service will be aligned to this same date, or otherwise will be aligned with the date that the Service is purchased. If applicable a prorated amount may appear on one of your first two invoices.
- 1.3 Complete call detail records are available in MY ACCOUNTS, and in general are accurate up to the previous 24 hours. Some calls may take longer to appear on your call summary and/or Invoice. If you are concerned about a call not appearing you should call us for clarification.
- 1.4 We may suspend your calls should we require for operational or account management issues.
- 1.5 If we become aware of an unusually high use of Your Service, we may contact You or suspend the Service without notice, however we are under no obligation to do so. Upon

discussion with You about the usage, We may require a pre payment for the Service.

2. VOIP SERVICE

- 2.1 Calls made using this Service are billed according to the rate schedule supplied.
- 2.2 EscapeNet takes no responsibility for the error free and uninterrupted use of the Service.
- 2.3 You agree to waive any Customer Service Guarantee (CSG) rights you have in exchange for the discounted voice call rates.
- 2.4 VOIP is an emerging technology and as such reliability is not as dependable as a standard fixed line telephone. Dialling Emergency Services numbers eg 000 and other general telephone numbers may be affected by:
 - (i) Loss of power;
 - (ii) Faults, suspension or termination of your broadband internet account;
 - (iii) Suspension of Your VOIP account;
 - (iv) Internet or Network related issues; and
 - (v) Any other unforeseen reason.
- 2.5 We may provide you with one or more DID numbers as part of Your Service. DID's are a public resource which are leased from the Australian Government. You acknowledge that you:
 - (i) Do not own the number;
 - (ii) You will have to return the number back to Us if You cease to acquire a VOIP Service from Us.
- 2.6 Only calls which are originating and terminating using EscapeNet's VoIP platform are eligible for "Escape-Escape" Free calls.

3. PRESELECT SERVICE

- 3.1 We will, if available, use the pre-selection process to supply mobile, national (STD), and international phone calls from your fixed line telephone.
- 3.2 You agree that by completing the CA, You are authorising Us to preselect Your selected fixed line telephone number to EscapeNet. Only fixed line phones are available for the pre-selection process.

- 3.3 Pre-selection to Us, may cause You to lose any discounts or break contractual agreements You may have in place with your previous carrier or service provider.
- 3.4 The Service takes approximately 5 business days to become active from date of application.
- 3.5 You are responsible for paying Your existing carrier/service provider for all calls made on their network up until the Service is successfully provisioned.
- 3.6 The Service is deemed successfully provisioned once you get Your first call usage records by way of an invoice or call records within My Accounts.
- 3.7 You agree to be responsible for all call charges as billed by EscapeNet, until the phone line has been cancelled or disconnected.
- 3.8 If you are using the Wide Area Call options as offered by some carriers to extend Local Call coverage, by selecting this Service, you will lose the extended coverage option and revert to the standard Local Call areas.
- 3.9 Upon Notice of cancellation You will need to contact Your new service provider to preselect the telephone service to their company.
- 3.10 If You cancel the Service before any Minimum Term expires, You must pay back any discounts or special offers You received to sign up for that Term.
- 3.11 An early termination fee of a maximum of \$120 (pro-rated over the initial term) + \$20 (administration) applies if you cancel your Service before the end of your initial term. This may vary depending on other bundling agreements You may have with Us.

4. BILLING

- 4.1 EscapeNet will produce a bill on, or near, the Anniversary date, for all calls made during the previous month.
- 4.2 You acknowledge that some calls made during the previous period may not appear on Your latest invoice. Any such calls will be billed in the next or subsequent billing period.
- 4.3 By default all invoices will be a summarise bill for each call type. You may request a fully itemised bill by post which will be provided by email, fax or on the internet.
- 4.4 You are obliged to pay for the Service and all charges incurred whether or not the calls were made by You, an authorised person or anyone else.
- 4.5 The itemised call detail records are conclusive evidence that the usage of the service has occurred, and appropriate charges payable.

5. PRIVACY

- 5.1 We may disclose information about You to the following entities:
 - (i) the operator of the Integrated Public Number Database (IPND), which is an industry wide database of all public number customer data.
 - (ii) emergency services organisations,