



If you're not happy, you're not with us!

USER AGREEMENT TERMS AND CONDITIONS FOR IP PHONE SERVICES

PARTIES

AUSTRALIAN NATIONAL TELECOM PTY LTD, trading as ANT COMMUNICATIONS (ANT) as the Service Provider ("Service Provider")

And

THE INDIVIDUAL OR COMPANY as the Applicant ("Applicant")

THESE TERMS AND CONDITIONS APPLY TO THE USE OF ALL PACKAGES.

Agreement to Supply IP Phone Service

Australian National Telecom Pty Ltd agrees to provide, an IP Phone Service to the Applicant in accordance with the approved ANT standard form of Agreement (SFOA).

If you require more than one service from ANT, then each service will be provided under the terms and conditions of the SFOA for that service

We reserve the right to reject any application without providing reasons.

Term of Agreement

The Term of this Agreement commences on the Commencement Date for the number of months nominated in the contract. At the expiration of the initial Term, the Agreement will automatically revert to a casual month by month contract, requiring 30 days written notice to the other party of its intention to terminate the Agreement.

Variations

We may change our Terms & Conditions at any time, and are not required to give you any prior notice unless a change is detrimental to you. In such circumstances we will notify you by email, and/or SMS including a notification on your "My Account" portal 30 days prior to the implementation of the change.

Notifications

All notifications will be sent via the Ant Customer Portal <https://myaccount.ant.com.au/login/> and an email to your nominated preferred email account and/or SMS. It is your responsibility to regularly check your usage and any notifications in the portal.

The Equipment

An active ANT Internet Service is required to connect an ANT IP Phone service

Please note that ANT will only offer full technical support for the IP aspect of any hardware dispatched, even if that hardware has additional functions. You accept this as a term of the Service.

You may purchase equipment from ANT for use with the Service. The manufacturer's warranty in any such equipment and title to that equipment passes to you when you pay for it or if offered as part of a fixed term contract at the completion of that contract. Should you cancel your contract early then you will be required to pay the original purchase price for the equipment. Risk in that equipment passes to you on delivery.

You must provide a suitable power supply (240 volt). If using alternate power, a modified sine wave inverter and a surge protector must be used. A suitable environment must be provided for the equipment to be used for The Service.

If your equipment does not comply with all laws, directions of Regulators or ANT's reasonable directions, ANT may disconnect that equipment from the Service immediately in an emergency but otherwise will try to give you reasonable notice before disconnection.

BYO (Bring Your Own)

ANT limits the extent of support for BYO users to that of Customer Service only, which includes account and billing enquires. Due to the flexibility the service offers users, it is not feasible or practicable for ANT to offer technical support.

Whilst the BYO service is designed to allow users to bring their own device, under no circumstances does ANT offer any guarantee or assurance that all SIP Devices will be compatible and function with the service provided by ANT.

Features available through BYO are at a network level. Both network and individual device features may be incompatible with BYO depending on the SIP device and the settings used.

BYO does not support Provisioning. Therefore users of the service will not receive automatic updates or configurations from the BYO network.

BYO does not support calls to emergency services. Whilst calls may connect to emergency services, these calls may not be routed to the correct State.

Calls to 13/1300/1800 numbers may not be routed to the correct termination point

Priority Assistance

At present ANT does not offer a Priority Assistance service for life threatening medical conditions.

Support

ANT will provide ongoing support to the applicant by providing reasonable technical and operation advice and assistance when requested on ANT's support number, or by raising a ticket via the "My Account" portal, details of hours of technical support are listed on the ANT website, <https://ant.com.au/contact/>

Warranties

Subject to the *Trade Practices Act*, ANT provides a 12 month Warranty Period on any equipment purchased separately by you, from ANT. If you notify ANT of a fault within the Warranty Period, and you return the equipment as directed by ANT, ANT will repair or replace the equipment at no cost to you (other than for postage costs for the return of any equipment).

ANT will charge you for the repair or replacement if the fault was caused by

1. Any non-ANT equipment (such as your computer);
2. Any interference with or modification to the equipment or a failure to use it in accordance with instructions;
3. Power surge, lightning or any other circumstance beyond ANT's control; or
4. Misuse or vandalism of any of the equipment, including but not limited to, using the equipment on a generator without a surge protector, leaving the equipment in place where it can be damaged by the elements, moisture, dust or excessive heat.

After the expiry of any Warranty Period, the operation of the ancillary associated hardware, and any repairs to it, will be your responsibility. If you request ANT to repair or replace your ANT supplied ancillary associated equipment, ANT will charge you a fee.

Maintenance

ANT will try to conduct Scheduled Maintenance on the ANT Network outside normal business hours (Australian Eastern Standard Time) but may not always be able to do so.

ANT is not responsible for rectifying any fault in the Service that arises in or is caused by a Supplier Network, your equipment or other equipment or facilities beyond the boundary of the ANT Network.

Maintenance and faults

(a) ANT will use reasonable endeavours to notify the Applicant in advance of any scheduled Maintenance that may cause service interruptions.

(b) Notwithstanding clause (a), ANT may interrupt or suspend the supply of Products to perform Maintenance without obtaining the consent of or notifying the Applicant.

(c) The customer has to notify ANT of any faults in the Service.

(d) We aim to provide, but do not guarantee a fault free service. When a fault does occur we will rectify it as quickly and efficiently as possible.

Return of Goods

Should the Applicant order ancillary equipment in error, and they do not require the equipment, the Applicant can return the goods, unopened, in original packaging and in new condition within 7 days from receipt of the goods to receive a refund for the cost of the equipment (less postage and handling)

Service

When using the Service to make and receive IP calls, you are utilising bandwidth and data. Accordingly your Internet service will classify the use of the IP Service as data usage.

You must pay the charges for The Service and any additional charges set out in the Application and in accordance with any applicable provisions of the Service Description. Charges for the Service accrue from the Commencement date.

Voice Calls

Timed calls are billed in 30 second increments.

Many modern PBX services answer the call immediately, even if your required party (the receiving party) is not available. The called PBX will then send back to you its own ring tone. Such calls will be charged to you from the time that the call is answered by either the PBX or the Receiving party

Local and National Calls

Make calls using the Service to PSTN telephone Services with a Geographical Number throughout Australia. Connected calls with duration of one or more seconds will be charged at the advised rate. Irrespective of when a call is made, the standard call rate remains constant. Call charges include GST and are rounded up to the nearest whole cent on individual calls. All Local Calls are untimed by law.

All National Calls (calls throughout Australia that are not local calls within the meaning of the Telecommunications Act 1997) are charged at a timed rate unless otherwise advised.

Calls to Australian Mobiles

Make calls using the Service to Australian mobile telephone Services with an appropriate Mobile Telephone Number registered to any Australian mobile telecommunications network. Connected calls with duration of one or more seconds will be charged at the advised rate. Irrespective of when a call is made, the standard call rate remains constant. Call charges include GST and are rounded up to the nearest whole cent on individual calls. All Mobile calls are charged at a timed rate unless otherwise specified

Calls to International Destinations

Make calls using the Service to International residential fixed line, International Special Service or mobile International telephone Services. You will be charged for all connected International calls. Calls rates vary by destination and call type. Connected calls with duration of one or more seconds will be charged at the advised rate. All International calls are timed unless otherwise specified. Call charges include GST and are rounded up to the nearest whole cent on individual calls. Prior to making calls, we recommend that you ascertain what kind of service you are calling e.g. International mobile, special service, residential landline etc. Please be advised that calls will be mapped to international destinations by ANT's underlying carriers. We bear no responsibility for the methods used by our underlying carriers in mapping international calls e.g. calls made to disputed international territories will be mapped in a manner that would see calls terminate in different zoning units. Accordingly, ANT makes no guarantee that calls will be mapped to destinations according to your expectations. ANT does not guarantee that you will be able to make successful calls to every valid telecommunications number as ANT does not operate every aspect of the telephone network used to provide the Service to you. Furthermore, ANT may bar calls to certain International Destinations if calls pose a real threat to the ANT network, our customers or national security.

All costs charged by our underlying carriers will be passed onto you appropriately

To place call restrictions against International Calls, please contact ANT Customers Service on 02 6619 5500. Please be advised that Mobile to International Service Interconnectivity is not supported by ANT. If you call an Australian Mobile Service to interconnect to an International Destinations you will be affected.

PLEASE NOTE – INTERNATIONAL CALL RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Special Services

Make calls using the Service to Special Service Numbers throughout Australia. Connected calls with duration of one or more seconds will be charged at the advised rate. Irrespective of when a call is made, the standard call rate remains constant. Call charges include GST and are rounded up to the nearest whole cent on individual calls. Rates vary by call type and destination. Please note that certain Special Service Calls cannot be made over the ANT network.

Service Calls Type	Associated Charges
1221 International Faults & Service Difficulties	Not available for use
1222 Call costs and enquiries (national & international) service	Not available for use
1225 International directory assistance service	\$1.00 per minute with \$1.20 flagfall (GST inc.)
1234 Sensis	Not available for use
1223	\$0.66 (GST inc.) fixed fee per call
125 xx, 125 xxx, 125 xxxx Operator service	Not available for use
012 and 013 Operator service	Not available for use
124xx, 124 xxx, 124 xxxx Operator service	Not available for use
12711 Pre-selection verification service	Not available for use
13xx xxx xxx service	\$0.28 (GST inc.) fixed fee per call
13x xxx service	\$0.28 (GST inc.) fixed fee per call
1345 xxxx service	Not available for use
18xx xxx xxx Freephone service	Free of ANT charges
19xx xxx xxx Premium rate service	Not available for use
019 Data Numbers	\$0.28 (GST inc.) fixed fee per call
189 xx Calling Card service	\$0.10 (GST inc) fixed fee per call
Australian Mobile to International Interconnect	Not available for use

ANT to ANT

Calls Make calls using the Service to other numbers connected on the ANT Network. All calls from one ANT IP Service to another ANT IP Service are free of any call charges.

Emergency Service Calls

When you dial '000' from the ANT Service, you will be connected to Emergency Services. IT IS IMPERATIVE THAT YOU UNDERSTAND THAT THE ANT SERVICE CANNOT BE UTILISED IF THERE IS A POWER OUTAGE, WHEN YOUR INTERNET CONNECTION IS INTERRUPTED OR IF THE HARDWARE YOU ARE USING TO ACCESS THE SERVICE IS IN ANY WAY FLAWED. We recommend that you have an alternative telecommunications service such as a cellular, fixed line or satellite telephone connection to contact Emergency Services in the event of the unforeseen.

IT IS ILLEGAL FOR YOU TO RELOCATE THE SERVICE FROM ONE DESTINATION TO ANOTHER. Accordingly you must advise ANT of any changes to your personal and address details so that Emergency Service Calls are connected correctly.

Value Added Services

Value Added Services are additional features available to you at no cost, unless otherwise specified. For more information on the use of these features, please contact ANT on 02 6619 5500. Access to and use of these features may vary depending on the hardware and software you use.

Value Added Services Associated Charges	Value Added Services Associated Charges
<p>Voicemail</p> <p>You can have voice messages left on your ANT service. When a message has been left you will receive an electronic voicemail notification, which is sent to your registered e-mail address. To retrieve messages, either dial into your ANT Mail account or listen to the sound attachment on your Vmail. Alternatively, to retrieve your voice mail messages from a landline you will need to dial the voicemail number that corresponds with the city you are currently in. E-mail messages can be delayed or unsuccessful. Messages may automatically be deleted after 3 months NB: When there are no new messages, ANT Voicemail will take you directly to your old message</p>	<p>When calling from your ANT Service, you will not be charged for retrieving your messages. Retrieval of messages using another service provider may incur costs from that service provider.</p>
<p>Call Waiting The call waiting feature allows you to switch between calls.</p> <p>While you are on a call, the call waiting tone will advise you of an incoming call waiting to be answered.</p>	<p>This feature does not attract charges.</p>
<p>Caller Number Display (CND)</p> <p>Identify an incoming caller by the phone number before you answer the call. If you do not wish to speak to a caller, whose CND is not displayed, you may block your phone from these Anonymous callers.</p> <p>When making a call, your phone number will be displayed to the person you are dialing, provided they have access to CND. You may control the display of your phone number by either blocking your number for all calls or on a call-by-call basis.</p>	<p>This feature incur extra charges</p>
<p>Unlisted Number</p> <p>The customer can choose to have there number listed or unlisted in the white pages directory.</p>	<p>This feature does not attract charges.</p>
<p>Call Forwarding</p> <p>This service diverts/forwards incoming calls to another phone number connected to any service provider</p>	<p>Standard ANT call rates apply for forwarded calls.</p>
<p>Call Barring</p> <p>This service allows you to place a bar (call restrictions) on all incoming and outgoing calls. ANT may also initiate call barring for administration or account management purposes.</p> <p>For call barring enquires contact Customer Service on 02 6619 5500.</p>	<p>This feature may attract charges.</p>

<p>Partial Barring</p> <p>This service allows you to individually bar outgoing calls only for International, Mobile and National calls.</p> <p>For partial barring enquires contact Customer Service on 02 6619 5500</p>	<p>This feature may attract charges.</p>
<p>Three Way Calling</p> <p>While engaging in an active call, you can originate a call to a third party and have a Three-Way, conference style, conversation</p>	<p>The feature itself does not attract an ANT charge. Connected calls will be charged in accordance with your chosen pricing plan</p>
<p>Turbo Dialing</p> <p>When making a call, you can speed up the time taken to dial a phone number.</p>	<p>The feature itself does not attract an ANT charge. Connected calls will be charged in accordance with your chosen pricing plan</p>
<p>Call Return</p> <p>Call Return allows you to automatically dial the last callers' number providing their number has not been CLI blocked.</p>	<p>The feature itself does not attract an ANT charge. Connected calls will be charged in accordance with your chosen pricing plan</p>

Call Termination

You are responsible for ensuring all calls that you or another person (with or without your consent) initiates on the ANT Network are terminated.

Firmware

You accept that from time to time ANT will release and send new versions of firmware to hardware provided by ANT. These releases may have an affect on your data usage. You will be notified prior to any updates and advised of any procedures that need to be followed.

Applying firmware updates not issued by ANT may irreparably damage your hardware. ANT will not take responsibility for improper firmware upgrades.

If any changes to the firmware have an affect on the hardware provided by ANT, there may be a fee for re-configuring the hardware

Required Ports

Use of the ANT Service may require you to open/forward UDP ports in your firewall or other security devices. This is to allow communication of the SIP protocol and voice traffic.

Port settings may change from time to time, ANT will notify customers via email if these settings change.

Data Usage

At the default codec (G.729 codec or 8kbps) the Voice Box use an average of approximately 200 – 300 KB per min. Higher rate codec's will increase the data usage of using the ANT service.

Throughout the day the Voice Box will contact the network for various reasons using approximately 100 – 200 KB per day.

IMPORTANT - Various factors can influence the data usage levels using the ANT service, the above figures provide only general guidance as to expected bandwidth usage.

Customer Service Guarantee

A key obligation placed on Carriage Service Providers who supply a Standard Telephone Service is the Customer Service Guarantee (CSG). The CSG is a standard intended to promote service improvement and protection against poor service and outlines minimum performance requirements for specified services (including enhanced call handling features such as Call waiting).

The standard excludes customers with 5 or more 'phone lines' and does not apply to customer equipment or the disconnection of a service.

You acknowledge that you waive your protection and rights under the Customer Service Guarantee in return for significant benefits being low cost call rates, and technical support.

High Usage

High usage is randomly monitored by ANT. At our discretion we may impose a High usage alert at any point in time. If ANT deem your usage as high, we may suspend or restrict the Service (or any part of the Service) until you pay either the next invoice we send you or you pay an agreed amount of monies toward the uninvoiced charges.

Consequences of Suspension

If we suspend or limit the Service, you will be barred from using the Service until ANT un-bar the Service. We will continue to charge you, and you must pay us, the Monthly Service Fee in respect of the period during which we have suspended or limited the Service or any feature of it.

IMPORTANT – 000 Emergency Services will not be accessible from a suspended service that has been barred (full call restrictions preventing calls made to and from the service).

Privacy Policy

ANT will not disclose any of your personal information other than outlined in our Privacy Policy without your express permission and will not sell private information to other parties. Further details of ANT's Privacy Policy are available on the ANT website ant.com.au.

Confidentiality

ANT and you each agree to keep confidential the other's confidential information to the extent that the disclosure is required by law or government authority or for any purpose, other than to the extent necessary to perform its obligations or exercise its rights under the Agreement.

Application Processing

The Applicant agrees that for the purpose of processing the Applications, the Service Provider will conduct a credit check with an authorised credit reporting agency as per legislation to obtain information on the credit record of the Applicant or any associated person ("Credit Record") and may exchange information and request such other information, assistance or requirement as the Service Provider may believe is necessary for approving an Application.

Appointments

For the purposes of the Service, the Service Provider may from time to time appoint other persons or entities to manage or carry out certain parts of the Service on its behalf and may remove or replace any persons or entities so appointed.

Bank Authorities

The Applicant will provide the Service Provider with all bank authorities as the Service Provider may reasonably require for the operation of the Service.

Payment

For the duration of the Term, the Applicant shall pay to the Service Provider the Service Fee monthly in advance. Any billable charges in your chosen plan will be charged monthly in arrears. Phone service bills will be viewable on the MyAccount Port (Self Service Portal) on the day after your anniversary date. Monthly charges for the Phone and any Billable calls will be processed 10 days later giving you time to review the charges. Payments are due on your designated billing date.

Payments must be by Direct Debit from the Applicants nominated bank account or credit/debit card. Your first months payment may include a pro rata payment to align with your designated billing date.

ANT may re-issue any invoice if any error is later discovered. If you have overpaid as a result of a billing error, you or your account will be credited or refunded with the overpayment within the next billing cycle after your request and after deduction of any other amounts due by you to ANT.

If you fail to make your payment by the due date or your financial institution fails to honour your payment, you must pay the amount owing directly to ANT. A late fee of \$15.00 will apply immediately. Should further failure to honour your payment occur then an additional Dishonour fee of \$25.00 fee will be applied to your account. Your financial institution may also charge you an additional dishonor fee. If your payment is not honoured you will receive a notification of a second attempt to process the payment. If the second payment is dishonoured or you have not contacted our office to make suitable arrangements then your service may be temporarily suspended after 5 business days of the notification. At the time of suspension, you will receive a further notification advising that if your account is not paid or you have not contacted the office to make suitable arrangements within the next 5 business days your service will be disconnected.

ANT is obligated to report all "bad credit" occurrences in provisioning of telecommunication services with an authorised credit reporting agency as per legislation. The report will form part of the Applicants "Credit reference record".

Billing Disputes

If you dispute an amount invoiced by ANT it must be in accordance with this clause

If you raise a valid billing dispute in respect of part of an ANT invoice, you agree that the invoice is valid and payable and you must pay any undisputed amount included in the invoice.

You may only make a claim if you have raised a valid billing dispute by making a written request to ANT within 60 days of the date of the relevant invoice to billing@ant.com.au

If following investigations of it is found that the charges are not incorrect you will pay any outstanding amount within five business days.

Facsimile or Electronic Versions

The Parties agree that a validly executed facsimile or electronic copy of the Agreement or part thereof is accepted as a valid original.

Authority to Sign

The Applicant warrants to the Service Provider that it has the necessary corporate power and has obtained all necessary consents to enable it to enter into and carry out its obligations under this Agreement; the entry into or performance of this Agreement does not constitute a breach of its Constitution or any of its contractual documents; this Agreement creates legal, valid and binding obligations on the Applicant enforceable in accordance with this Agreement

Assignment/Subcontracting

The Applicant may not assign or purport to assign any of its rights and obligations under this Agreement, except in the event of a sale of business, without the prior written consent of the Service Provider.

Intellectual Property

The Applicant agrees that there is no assignment of Intellectual Property rights in the Services, operation manuals, users manuals, equipment, advertising, promotional materials, communications systems, software, database, accounting management systems, and knowhow which are made available pursuant to this Agreement, and arrangements, agreements and relationships between the various Participants.

Logos and Trade Marks

Logos

The Applicant must not claim any right in or to the logos of the Service Provider or the Network Providers or business partners of the Service Provider in any manner.

Trade Marks

The Applicant must not

1. Attempt to register or reserve for registration any trademarks similar to trade marks registered, reserved for registration or owned by the Service Provider or a Network Provider, including those contained in any promotional material provided to the Applicant in accordance with this agreement or which the Applicant is otherwise permitted to use ("Trade Marks")
2. Dispute the Service Provider or a Network Provider's ownership of its Trade Marks;
3. Intentionally or deliberately reduce the value of the goodwill attached to the Trade Marks;
4. Incorporate part of the Trade Marks into an Applicant trade mark;
5. Use or display Trade Marks in relation to goods or services which are not associated with that of the Service Provider or Network Provider;
6. Use a Trade Mark in any way not authorised by agreement or in authorised written notices from the Network Provider or the Service Provider; or
7. Assist or permit another person to do any of the above.

Governing Law and Jurisdiction:

This Agreement will be governed by and be construed in accordance with the laws of New South Wales, Australia, and the parties agree to submit to the non-exclusive jurisdiction of the courts of that jurisdiction.

Obligations

The Applicant shall comply with all reasonable directions by the Service Provider with respect to access and use of the Service in accordance with our Acceptable Use Policy.

The Applicant will not access, nor permit any other party to access, the Service for any purpose or activity of an illegal or fraudulent nature.

The Applicant will not reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any information accessed through or received from the service that would infringe the intellectual property right of any person

If a person using the Service is under 18 years of age, they must obtain permission from their parents or guardian to access the Service.

The Applicant must immediately comply with ANT's request to stop doing something which ANT reasonably believes is contrary to the clauses under this Agreement.

Right to Suspend or Cancel

ANT may, without liability, immediately cancel the service or one or more individual services or suspend or downgrade the service or one or more individual services at any time if:

1. There is an emergency (for example, in the event of a failure in any part of the ANT network, there may not be sufficient capacity to restore all ANT customers, in which case, ANT may cancel the service or one or more individual services);
2. Doing so is necessary to allow ANT or a Supplier to repair, maintain or service any part of the ANT Network or a Supplier Network used to supply the service or the individual service;
3. You breach your obligations relating to the your obligations or otherwise misuse either the service or an individual service;
4. ANT reasonably believes there has been an unusually high use of either the service or an individual service.
5. Any amount owing to any ANT is not paid by its due date, ANT gives you notice requiring payment of that amount and you fail to pay that amount in full within five business days after ANT gives you that notice;
6. ANT is required to do so to comply with an order, instruction or request of a Regulator, an emergency services organisation or any other competent authority
7. A Supplier terminates its agreement with ANT, or ceases to supply services to ANT, and ANT is not able to provide either the Service or an Individual Service using services supplied to ANT by an alternate Supplier on terms reasonably acceptable to ANT;
8. You suffer an Insolvency Event;

Consequences of Cancellation

If the Service or an Individual Service is cancelled by the Applicant during the Committed Term, then the Applicant must pay to ANT monies owed for the remainder of the Committed Term. ANT requires 30 days notice in writing of your cancellation to sales@ant.com.au. Any outstanding charges, early termination or cancellation fees will be processed upon receipt of your cancellation.

If any calls are made and are not billed on your latest invoice, you may receive a final invoice with calls made after the request for the termination of your Service. You will be required to pay for these calls after termination.

Definitions: In this document:

“Agreement/Contract” means the forms supplied to and completed by the applicant for the supply of equipment and the provision of Internet services by the Service Provider

“Business Day” means a day that is not a Saturday, Sunday, bank holiday or public holiday in New South Wales.

“Commencement Date” means the date that the applicant had connection to the internet approved by the Service Provider.

“Data Usage” means the amount of data (encompassing both uploads and downloads) that is used by the IP Phone Service and contributes to part of your data usage of your ANT Internet Service.

“Equipment” means the physical equipment delivered to the applicant

“GST” has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999 (as amended)*

“Payment Obligation” means all monies payable by the applicant under the contract and the terms and conditions.

“PIN” means personal identification number or letters supplied by the Service Provider to the Applicant to enable the Applicant to activate the system and obtain delivery of the Services from the Service Provider.

“Monthly Charges” means the monthly recurring charges listed as Monthly Charges in the Application, which may include items such Monthly access fee, Voice call charges, Special Service Charges and Ancillary Charges.

“One Off Charges” means the charges listed as one-off charges in the Agreement

“User Manual” means a document that teaches the applicant the procedural requirements to use the Services and provides instructions and processing of various transactions, as amended and republished by the Service Provider from time to Time.

“Website” means the site on the World Wide Web operated by the Service Provider in connection with the Service - ant.com.au