



COMMANDER PHONE SERVICES SERVICE SCHEDULE

1 About this document

- 1.1 This document is part of the Commander Standard Form of Agreement (“SFOA”) under section 479 *Telecommunications Act* 1997, called our Customer Terms.
- 1.2 This Service Schedule forms part of your Contract. In the event of any inconsistency between this Service Schedule and another clause of your Contract, this Service Schedule prevails to the extent of any inconsistency.

2 Supply of Commander Phone Services

- 2.1 We agree to provide Commander Phone Services to you on the terms and
- 2.2 conditions set out in this Contract which includes this Service Schedule, your Application, the General Terms, and the applicable Plan.
- 2.3 This Hosted Phone Service is a business grade Service not suitable for residential or domestic use.
- 2.4 This Hosted Phone Service may provide you with:
 - (a) a Commander Phone Service telephone number;
 - (b) an ability to place Local Calls, National Long Distance Calls, Mobile Calls, 13/1300, premium services and International Calls (unless otherwise agreed by the parties); and
 - (c) Valued Added Services.

3 Definitions (in addition to those in the General Terms)

The expression:	means:
3 Way Conference Call	a Value Added Service that enables a user to make a three-way call with two parties, in which all parties can communicate with each other
Auto Attendant or Auto Receptionist	a Value Added Service that serves as an automated receptionist that answers the phone and provides a personalized message to callers with options for connecting to the operator, dialling by name or extension, or connecting to up to nine configurable extensions (for example, 1 = Marketing, 2 = Sales, and so on)

Basic Telephone Service	a Standard Telephone Service as in the <i>Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth)</i> , provided to you on the terms and conditions set out in this Contract
Broadband	Internet Services utilising Internet Access by means of DSL, NBN or Enterprise Ethernet (or alternative technology)
Busy Lamp Field	a Value Added Service that enables a user to receive the call state information on monitored users
Call Barring	a Value Added Service that may allow you to block specified types telephone calls to originate from your Basic Telephone Service. You may use Call Barring to prevent calls to Premium Services
Call Forward Busy	a Value Added Service that enables a user to redirect calls to another destination when an incoming call encounters a busy condition
Call Forward Immediate	a Value Added Service that enables a user to redirect all incoming calls to another phone number
Call Forward No Answer	a Value Added Service that enables a user to redirect calls to another destination when an incoming call is not answered within a specified number of rings
Call Manager	a Value Added Service that provides a web-based tool for users to invoke their services, as an alternative to using feature access codes
Call Notify	a Value Added Service that enables a user to define criteria that cause certain incoming calls to trigger an e-mail notification. If an incoming call meets user-specified criteria, an e-mail is sent to the notify address informing the user of the details of the incoming call attempt
Call Transfer	a Value Added Service that allows users to transfer established calls to another phone number
Call Waiting	a Value Added Service that enables a user to answer a call while already engaged in another call
Collaboration Application	an application that gives the Commander Phone user the ability to make and receive calls, chat, set up meetings including video meetings and transfer files via an application on their computer or smart phone.
Commander Equipment	means Equipment supplied by or on behalf of Commander (other than Equipment Sold)
Commander Phone Service	a next generation, IP Voice telephony service, provided to you in accordance with this Service Schedule
Commencement Date	the date on which your Fixed Voice Service commences (as set out in the application form, in the terms and conditions of your Plan or as otherwise agreed to by the parties in writing)
Consumer Product	(a) a Carriage Service; (as defined in the <i>Telecommunications Act 1997 (Cth)</i>); (b) any other telecommunications related goods or services we supplied under a contract for supply of a Carriage Service; and (c) a content service (other than a subscription broadcasting service or a television subscription narrowcasting service within the meaning of the <i>Broadcasting Services Act 1992</i>) that we provide in connection with the supply of the Carriage Service.
Contract	as in clause 3 of our Standard Form of Agreement made under section 479 of the <i>Telecommunications Act 1997 (Cth)</i>
Corporate Customer	a Customer who meets Commander's criteria for acceptance as a Corporate Customer and to whom Commander supplies Services which Commander designates as being for its Corporate Customers.

Customer Network	the network used for Internet access by the customer consisting of Wide Area Network (WAN) and Local Area Network (LAN) components
Customer Service Guarantee or CSG	The Customer Service Guarantee Standard 2000 (No 2)
Do Not Disturb	a Value Added Service that allows users to set their phone as unavailable so that incoming calls are given a busy treatment
External Caller Identification	a Value Added Service that enables the delivery of a caller's identity to a user via the phone (if capable). Delivered information includes the caller's phone number and name if the information is available and has not been blocked by the caller
Equipment	Handsets or other accessories provided to access the service. Equipment may either be provided as part of the plan (Commander Equipment) or sold to the customer (Equipment Sold).
Equipment Sold	Equipment sold by Commander to Customer under this Agreement and for which the Charges in relation to the Equipment sold have been received either in full by Commander or will be paid overtime to Commander by the customer
Fax to email	a Value Added Service that converts faxes sent to the service to a tagged image file e-mail attachment
Fixed Voice Service	a conventional, fixed line telephony service of a kind commonly used in Australia
In-dial range	a Value Added Service that allows a business to have sequential service numbers in blocks (10, 50 or 100) which can be allocated to services on their account or group
International Call	a fixed line voice telephone call originating from a Commander Phone Service in Australia and placed to any place outside Australia (including Norfolk Island and Australia's bases in the Antarctic), and expressly includes any reverse charge call that originates from a place outside Australia (including from Norfolk Island and Australia's bases in the Antarctic)
Internet Access	access to the Internet to enable data to be transferred to and from the user's computer or hosted VoIP handsets
Internet Services	Services that provide Internet Access and related Services, including if it is so agreed, access to email
ISDN	Integrated Service Digital Network
Last Number Redial	a Value Added Service that enables users to redial the last number they called by dialling a feature access code
Line Hunt or Hunt Group	a Value Added Service that allows users within a group to be included in a specified sub-group to handle incoming calls received by an assigned Hunt Group's phone number
Local Call	a fixed line voice telephone call between Basic Telephone Services where the call originates from a fixed line service in a local charge area and is placed to another fixed line service in that same local charge area (or in some cases in an adjacent charge area) (excluding calls to 13 or 1300, Premium Services and other special numbers, as may be notified to you by us from time to time)
Local Wide Area Calls	calls which are made to an extended local call area
Minimum Term	the minimum term of your Fixed Voice Service (as set out in your application form, the terms and conditions of your Plan or as otherwise agreed to by the parties in writing)
Mobile Call	a fixed line voice telephone call to an Australian mobile phone (being a cellular phone service provided in Australia, excluding Norfolk Island and Australia's bases in the Antarctic) and excluding satellite calls

National Long Distance Call	a fixed line voice telephone call between Basic Telephone Services within Australia which is not a Local Call
Ordinary Telephone Service	a telephone service of the usual type, equivalent in function to that known as POTS
Outlook Integration	a Value Added Service that enables users to integrate their personal contacts in Microsoft Outlook with their Call Manager
Personal Voicemail	a Value Added Service that enables users to record messages for incoming calls that are not answered within a specified number of rings, receive busy treatment, or are transferred directly to voice mail
Personnel	the current and former officers, employees, agents, representatives, contractors and subcontractors, assigns and nominees of a party
Premises	means the physical place from which your Fixed Voice Service is or will be primarily used or where the majority of the Equipment to be used in connection with your Fixed Voice Service is contained
Premium Services	as in clause 15.1(a) of this Service Schedule
Preselection	the ability to (in respect of individual calls, call types or other pre-selectable services that we may advise you of from time to time) designate an alternative provider to provide a particular telephony service (for example, you may, subject to clause 7 of this Service Schedule, preselect to use another provider in respect of International Calls)
Professional Installation	a service provided by Commander and its partners to install, configure and provide training for the Commander Phone service. Professional Installation is not available to all customers in all areas.
Priority Alerting	a Value Added Service that enables a user to define criteria to have certain incoming calls trigger a different call waiting tone (that is, alert) or a different ringing cadence than normal calls
Push to Talk Intercom	a Value Added Service that enables user-to-user intercom service across an enterprise
Remote Office	a Value Added Service that enables users to access and use their Commander Phone service from any end point (for example, home office, mobile phone). This service is especially useful for teleworkers and mobile workers, as it enables them to use all of their CommPilot features while working remotely (for example, extension dialling, transfers, conference calls, Outlook integration, directories, and so on)
Schedule of Fees and Charges	a document that sets out the fees and charges which apply in connection with your Service, whether known by that name or such other name, as made available to you by us from time to time
Sequential Ring	a Value Added Service that enables users to define a “find-me” list of phone numbers that are alerted sequentially for incoming calls that match specified criteria
Service Component	each Seat or item of Equipment provided as part of or in conjunction with Commander Phone Service, and where the context permits, includes each other individual component of a Commander Phone Service or of a bundle which includes Commander Phone Services
Simultaneous Ring Personal	a Value Added Service that enables users to have multiple phones ring simultaneously when any calls are received on their Commander Phone service number. The first phone to be answered

TCP Code	Industry Code C628:2019 Telecommunications Consumer Protections Code
TCP Customer	(a) a person who acquires a Consumer Product for the primary purpose of personal or domestic use; or (b) a business or non-profit organisation which at the time it enters into a contract with us: (i) does not have a genuine and reasonable opportunity to negotiate the terms of the contract; and (ii) has or will have an annual spend with us which is, or is estimated on reasonable grounds by us to be, no greater than \$20,000 - other than a person acquiring a Consumer Product for resale
Telecommunications Numbering Plan	the <i>Telecommunications Numbering Plan 1997</i>
Value Added Services	any Service (or part of a Service) that is designated by us from time to time and in our sole and absolute discretion, as being a 'Value Added Service' (whether designated by that title or any other title). A list of Value Added Services that may be available in connection with your Fixed Voice Service is set out in clause 6
<i>Capitalised terms which appear in this Service Schedule and are not defined in this clause 3 may be defined in the Customer Terms section of your Contract. For the avoidance of doubt, the Interpretation section in the Customer Terms applies to this Service Schedule.</i>	

4 Term

- 4.1 You accept that you are committed to each of the specified Commander Phone Services for at least the period of any applicable Minimum Term.
- 4.2 If during a Minimum Term, you for any reason change any Service Component of Commander Phone Services (by way of addition, deletion or substitution), a new Minimum Term in respect of that Service Component (of a period stated on the Application for that change or failing that, a period of 12 months) will commence from the time of the change.

5 Commander Phone Services Availability and Conditions

- 5.1 Commander Phone Services are designed for and offered to Business Customers only (and not, unless we otherwise agree, residential customers).
- 5.2 Commander Phone Services are not available in all areas or locations, or to all customers. It is available only to eligible Customers.
- 5.3 Standard and premium Webex products are only available to Australian based customers and cannot be resold. If you purchase a Webex product you agree that you are based in Australia and that you will not resell this product
- 5.4 Subject to the obligations of Commander under this Service Schedule, you accept that Commander Phone Services may not be free of faults and interruptions, including those that arise from the Broadband over which it operates, such as
- (a) Outages; and/or
 - (b) local congestion caused by your usage or network.
- 5.5 You acknowledge that some other services are not compatible with Commander Phone 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.
- 5.6 Commander Phone Services may not be suitable for some non-voice applications, for example fax machines, data modems and security monitoring services, for which an Ordinary Telephone Service should be used.
- 5.7 Commander Phone Services do not support:
- (a) End-to-end signalling via earth, line conductors, Cailho or phantom circuits;
 - (b) 2 or more handsets or equivalent in the off-hook condition at the same time; or

- (c) Preselection (Commander is the only service provider available).

5.8 Hosted Phone Services are Services that operate over a separately supplied Broadband service. Commander Phone Services does not include a Broadband service. You are responsible for arranging and maintaining a suitable Broadband service. The Internet Service Schedule applies to the Broadband service. Commander does not support Commander Phone Services over satellite Broadband, or over wireless Broadband.

5.9 Commander Phone Services are generally available only under a monthly, 24 or 36 month Term contract and may be bundled with a Broadband service. Cancellation by you of a Voice service or transfer to another provider will be a breach of this Agreement and may result in termination of any associated Broadband service and the Commander Phone Services Service.

6. Value Added Services

6.1 Where available in connection with your Service and agreed to by the parties (on such terms and conditions that are acceptable to the parties), your Service may include the following Value Added Services:

- (a) Personal Voicemail
- (b) Way Conference Call
- (c) Call Forward
- (d) Call Forward Immediate
- (e) Call Forward No Answer
- (f) External Caller Identification
- (g) Do Not Disturb
- (h) Call Transfer
- (i) Call Waiting
- (j) Call Notify
- (k) Last Number Redial
- (l) Outlook Integration
- (m) Call Manager
- (n) Priority Alerting
- (o) Push to Talk Intercom

- (p) Remote Office
- (q) Sequential Ring
- (r) Simultaneous Ring Personal
- (s) Busy Lamp Field
- (t) Auto Attendant
- (u) Fax to email
- (v) Line Hunt or Hunt Groups
- (w) In-dial range
- (x) Collaboration Application

6.2 The list of Value Added Services set out in **clause 6.1** of this Service Schedule may vary from time to time and we may add, remove or vary the Value Added Services.

Where we reasonably believe that an addition, removal or variation will materially and adversely affect you, we will endeavour to provide you with reasonable notice.

TCP Customers: **Clause 6.1** of this Service Schedule is subject to Clause 49 of the Customer Terms.

6.3 You expressly acknowledge and agree that the following services are not available to you as part of, or in connection with, this Service:

- (a) Local Wide Area Calls; or
- (b) pensioner concessions or discounts; or
- (c) other carrier special rates; or
- (d) free Message Bank or ISDN; or
- (e) capped local data; or
- (f) such other services that are not expressly provided for in this Service Schedule or as we may notify you from time to time as unavailable.

6.4 If you currently receive the services set out in **clause 6.3** of this Service Schedule or similar services, you expressly acknowledge and agree that you may no longer be entitled to receive those services (or any part thereof) if you transfer your Basic Telephone Service to us.

- 6.5 Whether you are entitled to, or are able to use, a given Value Added Service depends on a variety of factors, such as the details of your Plan, Service and any Equipment that you use in connection with your Service (such as handsets).
- 6.6 Without limiting clause 42 of the Customer Terms and subject always to clauses 36 to 39 of the Customer Terms, you agree that you must make your own assessment (and to the maximum extent permitted by Law, you solely rely on that assessment) of:
- (a) the fitness of a given Value Added Service for the purpose that you require; and
 - (b) any minimum Equipment, Service or other requirements of a given Value Added Service.
- 6.7 Fees and charges may apply to subscribe to, activate or use a given Value Added Service, including activation fees, monthly access and single use fees. Details of those fees and charges are set out in our Schedule of Fees and Charges commander.com.au/sofac or upon request.

7. Service Requirements and Service Limitations

- 7.1 You expressly acknowledge and agree that it is a condition of this Service that you maintain an Internet connection in order for the Service to work. Commander Phone does not include the required Internet service.
- 7.2 Any interruption or degradation to the Internet service the Service is dependent on will result in the Service no longer working, or to become degraded, until the Internet service has been restored. This may include;
- (a) Disconnection of the Internet service
 - (b) Internet service outage
 - (c) Internet congestion
 - (d) “shaping”, where your Broadband speed is slowed by your service provider, for example because you have exceeded data limits
 - (e) Commander Phone service quality may, in any configuration, vary from excellent to a quality less than a Basic Telephone Service
 - (f) Commander Phone 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.
- 7.3 This Service is not suitable for some non-voice applications, for example, but not limited to, doorbells, HICAPS machines, Franking Machines, Paging Systems, fax machines, data modems, EFTPOS terminals, security monitoring services or terminals that require a Basic Telephone Service. If you require use of such devices a Basic Telephone Service should be used.

- 7.4 The Service may not be appropriate if you or another resident or employee have a disability, serious illness or other life threatening condition which requires an uninterrupted phone line with access to 000 emergency services.
- 7.5 Priority Assistance does not apply to the Commander Phone Telephone service.
- 7.6 You acknowledge that devices used within the Customer Network or devices used to supply their Broadband service may not be compatible with Commander Phone services, and in some cases a different router may be needed for the Commander Phone service to work properly. You also acknowledge Commander will not provide support for faults caused by such devices.
- 7.7 The following Internet services are not suitable for a Commander Phone Service;
- (a) Satellite Internet services
 - (b) Dial-up Internet services; and
 - (c) Other Internet services with high latency and jitter and services with low amounts of bandwidth.
- 7.8 Approximately 150 kbps of Internet Bandwidth is required per line and for each Line required; your Broadband service must have sufficient bandwidth to support those lines.
- 7.9 Additional services and/or Value Added Services may increase the bandwidth required for the Commander Phone service, including Busy Lamp Field and the Telephony toolbar. The increased bandwidth required is determined by the number of Value Added Services being used.

8. Installation and Responsibility

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- 8.1 Commander Phone is provided as a self-installation product with optional on-site installation services for Equipment if required. You acknowledge you are required to install any Equipment provided unless you have chosen Professional Installation. Commander recommends Customers engage an IP Voice Service Integrator for service installation.
- 8.2 Where Commander provides Commander Equipment as part of a Service, you are responsible for securing and maintaining a suitable operating environment for this equipment in accordance with the manufacturer's instructions which can be provided upon request.
- 8.3 You are responsible for providing and maintaining your Network and Broadband Service and providing required security and firewall access in order to allow the Service to work. You will be required to provide access to the following ports and protocols;
- (a) Outbound 5060 TCP/ UDP - SIP Signalling

- (b) Outbound 15060 TCP/ UDP - SIP Signalling
- (c) Outbound 2208 TCP - Only required for Telephony Toolbar
- (d) Outbound / Inbound 10200 - 28000 UDP - RTP Ports for media stream
- (e) Outbound 123 UDP - NTP
- (f) Outbound 53 TCP/ UDP - DNS
- (g) Outbound 80 TCP - HTTP and
- (h) Outbound 443 TCP - HTTPS

8.4 Where required, you are responsible for providing and maintaining a suitable power supply and acknowledges that an interruption to the power supply may cause an interruption to Services.

9. Equipment

- 9.1 This **clause 9** applies if the Services include the provision of Equipment to you.
- 9.2 You agree to buy from Commander the Equipment Sold on the following terms (unless otherwise agreed):
- (a) Commander will deliver the Equipment Sold to the agreed Site;
 - (b) You will pay Commander for the Equipment Sold either outright on your first Commander Phone bill, or in monthly instalments (as agreed between you and Commander) after delivery of the Equipment; and
 - (c) Commander will use reasonable endeavours to obtain for you the benefit of warranties given by the manufacturer or vendor of the Equipment Sold to Commander.
- 9.3 Risk in any Equipment Sold and in Commander Equipment will be with you from the time of its delivery to a Site.
- 9.4 If you purchased your Commander Equipment prior to 3 November 2020, Commander retains ownership of all the Commander Equipment, and you will hold as bailee any Commander Equipment in your possession (Bailee). However, if you purchased your Commander Equipment after 3 November 2020, you retain ownership of all the Commander Equipment.
- 9.5 If you are a Bailee, you must keep safe and ensure the Commander Equipment and Equipment Sold from the time of its delivery to a Site.
- 9.6 If you are a Bailee, you must return Commander Equipment to Commander or make the Commander Equipment available for collection by Commander (as Commander may

elect) in the same or better condition in which it was provided (fair wear and tear excepted):

- (a) promptly upon reasonable request by Commander;
- (b) immediately upon the termination of this Agreement; and
- (c) immediately upon the termination of the Service in connection with which the Commander Equipment was provided or made available to you.

9.8 Without limiting any other right or remedy available to Commander, if you fail to comply with **clause 9.7**, you must:

- (a) indemnify Commander from and against loss, damage, expense, cost or liability in connection with Commander recovering, or attempting to recover the Commander Equipment; and
- (b) if the Commander Equipment is not returned or recovered, pay to Commander immediately upon request, an amount required by Commander to replace the Commander Equipment with the same or similar Equipment or to compensate Commander for the loss of the Commander Equipment (as Commander may elect).

10. Connection of your Service

10.1 We may charge you a 'once off' fee in respect of the connection or reconnection of the Commander Phone Service. The extent of that fee depends on the type of connection or reconnection required and the work required to be undertaken in connection with the connection or reconnection of the Commander Phone Service.

10.2 The connection or reconnection fee may vary, depending on a number of factors, including, amongst other factors:

- (a) whether or not a Commander Phone Service has previously been connected at the relevant Premises;
- (b) whether we are required to arrange for a technician or other Personnel to attend the relevant Premises; and
- (c) whether any cabling work (or other work in connection with establishing the infrastructure required to support the requested Service (or any part thereof)) is required.

10.3 Once your application for this Service is approved by us (which approval may, to the maximum extent permitted by Law, be granted or withheld in our sole and absolute discretion, and where approval is granted, be granted on such terms and conditions as we require), the connection or reconnection of the Commander Phone Service will occur within the timeframes required by the Customer Service Guarantee (if applicable to

you). At present, those timeframes are as set out in the table immediately below, but may vary from time to time:

New Services: 25 Business Days (Assumes all equipment required is available.)

- 10.4 The timeframes required by the Customer Service Guarantee (as set out in the table immediately above) do not apply to you if, amongst other things, you are a business with more than five (5) telephone lines or if relevant circumstances exist which are beyond our control. In circumstances where the Customer Service Guarantee does not apply to you, we will endeavour to connect or reconnect the Commander Phone Service within a reasonable period of time.
- 10.5 You acknowledge and agree that if you are currently with another provider in respect of your Basic Telephone Service and you require us to port your Basic Telephone Service to us, it may take between five (5) to ninety (90) Business Days for us to complete that port.
- 10.6 Further information in respect of the Customer Service Guarantee may be obtained by contacting the Australian Communications and Media Authority.

11. Local Number Portability

- 11.1 The Telecommunications Numbering Plan sets out the framework for the numbering of carriage services in Australia and the use of numbers in connection with the supply of such services.
- 11.2 You expressly acknowledge and agree that:
- (a) you do not own or receive any legal interest or goodwill in any telephone number that is provided to you in connection with this Service; and
 - (b) you are entitled to use any telephone number that is provided to you in connection with this Service (subject to the terms and conditions of this Contract and any right that we may have under the Telecommunications Numbering Plan to recover that telephone number from you).

12. Transfer of Basic Telephone Service to Us

- 12.1 You acknowledge and agree that if you have requested to transfer your Basic Telephone Service to us from your supplier, for conversion to a Commander Phone Service, you:
- (a) authorise us to sign and execute on your behalf, and in your name, any form, consent or other document that may be required from time to time to give effect to the transfer;
 - (b) authorise your current supplier to transfer the services that you have requested that we provide (such as Local Calls, International Calls, Mobile Calls and the like);

- (c) will cooperate with us in good faith in respect of completing the transfer
(Including providing us with access to the relevant Premises);
- (d) may be liable to pay your current supplier fees and charges (including, without limitation, early termination fees, disconnection fees, port out fees and outstanding accounts) and you agree that we will not be liable to you or to your supplier for any such or similar fees and charges;
- (e) may experience exclusions, limitations and restrictions in respect of your Basic Telephone Service for reasons that are outside our reasonable control (such as, without limitation, any restrictions that are imposed by your current supplier, outages and matters in connection with the required infrastructure for a Service);
- (f) are only entitled to the Services (and components of that Service) as set out in this Contract and on the terms and conditions set out in this Contract (including in our Schedule of Fees and Charges by which you are bound) and by transferring to us, you may no longer be entitled to incentives and benefits such as discounts, concessions and the like; and
- (g) must comply with any reasonable direction that we may give you, and any reasonable request that we may make, from time to time in connection with the transfer of your service.

13. Transfer of Commander Phone Service from Us

13.1 You acknowledge and agree that if you have requested to transfer your Commander Phone Service from us to another supplier:

where permitted by the Telecommunications Numbering Plan, you may be able to port your telephone number from us to another supplier (subject at all times to any right that we may have under any Law or this Contract to recover that telephone number from you); and

14. Early Termination

14.1 If a Commander Phone Service or a Service Component is, at your request or as a result of your breach, or as a result of anything for which you are responsible, discontinued or disconnected after it has been provisioned but within the Minimum Term, you may be liable to pay an Early Termination Fee as outlined in the Critical Information Summaries.

15. Premium Services

15.1 In accordance with Part 9A of the *Telecommunications (Consumer Protection and Service Standards) Act 1999* and the *Telecommunications Service Provider (Premium Service) Determinations (No 1 and 2)*, we are required to provide you with the following information:

- (a) A Premium Service is (definitions of the component words below are set out in the *Telecommunications Service Provider (Premium Service) Determinations (No 1 and 2)*):
- (i) a carriage service supplied by way of a call to a number with an eligible prefix; or
 - (ii) a content service supplied by way of a call to a number with an eligible prefix; or
 - (iii) a public mobile telecommunications service that enables an end-use to access a proprietary network.
- (b) A Premium Service is typically a content service that is connected with the following:
- (i) competitions; or
 - (ii) chat services; or
 - (iii) horoscopes; or
 - (iv) age-restricted content and sex services; or
 - (v) news, sports and weather updates; or
 - (vi) music and video clips; or
 - (vii) voting; or
 - (viii) directory services; or
 - (ix) gambling services; or
 - (x) financial information.

15.2 There are significant financial risks associated with Premium Services and calls to Premium Services typically attract significant call rates (for example, \$4.95 per minute). The cost of a Premium Service will typically appear on your telephone account, and you will be liable to pay those costs. Some Premium Services may be addictive (such as age-restricted content and gambling services) and in view of the significant call rates, calling a Premium Service may present a significant financial risk to you (including the risk of bankruptcy or insolvency or other financial hardship).

15.3 In order to minimize your financial exposure to Premium Services, you may contact us to bar telephone calls from your Commander Phone Service to some or all Premium Services. Alternatively, or additionally, you may take steps to ensure that only persons that are authorised by you have access to your Commander Phone Service or that the use of your Commander Phone Service is monitored or restricted.

15.4 If you are the account holder, you will generally be liable to pay any account of ours which may bear charges in respect of, or in connection with, the Premium Services.

15.5 If you have a complaint in respect of any Premium Service, you may contact:

- (a) us, your supplier on 132 777;
- (b) the Telecommunications Industry Ombudsman (TIO) on 1800 062 058 - the TIO is a free and independent alternative dispute resolution scheme for small business and residential consumers in Australia with unresolved complaints about their telephone or internet service;
- (c) the Telephone Information Services Standards Council (TISSC) on 1300 139 555 - the TISSC is an independent regulatory body that sets fair standards for the message content and advertising of any Australian telecommunication service with the prefix 190; and/or
- (d) the Australian Communications and Media Authority (ACMA) on (03) 9963 6984 - the ACMA is a government agency responsible for the regulation of broadcasting, the internet, radio communications and telecommunications.

16. Service Outages

16.1 We may, from time to time, perform maintenance work that may affect your Fixed Voice Service. Any disruption caused to your Fixed Voice Service will not constitute a breach of our obligations under this Contract.

16.2 Where possible, we will exercise our reasonable endeavours to perform maintenance work at such time to minimise a disruption to your Fixed Voice Service.

17. Faults

17.1 If you experience any fault in respect of this Service, you must report that fault by contacting our Customer Service Centre on 132 777.

17.2 Once your fault is logged by us, the fault will be attended to within the timeframes required by the Customer Service Guarantee (if applicable to you). At present, those timeframes are as set out in the table immediately below, but may vary from time to time:

Target to respond ¹	Restoration Target ¹	Availability Target ²
End of next Business Day	End of 2 nd Business Day	99.0%

- 1. Target is from the time of reporting the fault.
- 2. Target Availability is per month based on a 12-month average.

17.3 The timeframes required by the Customer Service Guarantee (as set out in the table immediately above) do not apply to you if, amongst other things, you are a business with more than five (5) telephone lines or if relevant circumstances exist which are

beyond our control. In circumstances where the Customer Service Guarantee does not apply to you, we will endeavour to rectify the fault within a reasonable period of time.

Further information in respect of the Customer Service Guarantee may be obtained by contacting the Australian Communications and Media Authority on (03) 9963 6984.

18. Collaboration Applications

- 18.1 Commander provides access to Collaboration Applications as a Value Added Service.
- 18.2 The Collaboration Application that Commander chooses to provide may vary from time to time.
- 18.3 Until the 07/08/2022, Smart UC was provided for desktop computers and smart phones. Smart UC gave Commander Phone customers the ability to make and receive calls, configure their phone settings and set call forwards from the Smart UC app.
- 18.4 From 08/08/2022 onwards, Smart Connect with Webex was provided for desktop computers and smart phones. Webex gives Commander Phone customers the ability to make and receive calls, chat with team members, set up meetings with team members and share files among other things.

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