

VoIP Terms of Service

Use of VoIP Services is subject to Planet Ozi's Terms and Conditions or Master Services Agreement (as applicable) and this Service Schedule. The terms and conditions in this Service Schedule are additional to and should be read in conjunction with Planet Ozi's Terms and Conditions or Master Services Agreement (as applicable).

/Connection and Configuration of Equipment

1. You acknowledge that the installation of a Planet Ozi Supported Device to enable VoIP Services may cause temporary disruption in the Traditional Landline Telephone Services received by you.
2. We recommend you use Planet Ozi Supported Devices for VoIP Services
3. You may select any device you choose to use VoIP Services. However devices Planet Ozi have not recommended may not work well with VoIP. In particular, you may experience interoperability problems and some calling features (as described on our Web Site) may not work.
4. Supported Devices can be configured to allow the seamless 'overlying' of VoIP over your existing Traditional Landline Telephone Service (provided you have retained it), ie a Supported Device can:
 5. switch specific outbound calls to VoIP automatically; and
 6. feature automatic 'failover', to hand an outbound call back to your Traditional Landline Telephone Service should VoIP Services be unavailable for any reason (such as your broadband service being temporarily offline), or so outbound calls to destinations not currently handled by VoIP will be automatically switched to your existing Traditional Landline Telephone Service (provided you have retained it).
7. You may change the configuration of any device you select use. However, if you set up your own initial configuration, or modify a device configured by us, you may create results that are unexpected and we are not responsible for any such changes you make to the configuration of your device(s).

Acknowledgment

You acknowledge and agree that:

1. while Planet Ozi takes all reasonable steps to make sure you receive the voice calling service to calling destinations that we support, the voice calling service may not be free from faults or interruptions. Certain factors, such as network congestion, maintenance, technical capabilities, geographic factors, obstructions or interference may mean you will not be able to use VoIP at all times;
2. VoIP is not designed to replace a Traditional Landline Telephone Service. This means that the key functionality and limitations as described in this Service Schedule are significantly different from those associated with a Traditional Landline Telephone Service;
3. you have read and understood this Service Schedule in relation to VoIP, including without limitation the functionality and limitations;
4. you do not expect VoIP to function as a Traditional Landline Telephone Service. VoIP Services are a value added service that provides you with defined functionality including the ability to make certain specific

outgoing telephone calls, and to receive certain incoming telephone calls dependent on the specific VoIP service type you have selected; and

5. VoIP is only available to you in conjunction with any broadband internet service which supports a VoIP application. If for any reason your underlying broadband service is suspended, terminated or is otherwise unavailable, your VoIP Service will also be suspended, terminated or otherwise unavailable.
6. You agree to waive your rights and protections afforded by the Customer Service Guarantee. The rights and protections which you agree to waive are set out below in the Customer Service Guarantee Waiver in clause 8.

VoIP Services Functionality

You may use VoIP to make local calls, long distance telephone calls, calls to any Australian mobile phone and calls to any international destination as described on our Web Site.

1. We do not provide a VoIP inbound phone number automatically, however you are able to request 1 inbound phone number per VoIP service.
2. VoIP is not compatible with traditional TTY equipment and Planet Ozi recommends the use of a Traditional Landline Telephone Service with such equipment.
3. VoIP is designed and optimised for use on the Planet Ozi broadband network, however it will also work (subject to potential reduced call quality) through other broadband services.
4. Special service numbers (ie numbers prefixed with 13/1300, 18 or 1800) are recommended to be switched to your existing Traditional Landline Telephone Service (provided you have retained it) as these call types are often routed to the destination based on your geographical location which is more accurately handled over the PSTN network.

VoIP Limitations

1. You acknowledge that while we make all reasonable efforts to ensure continuity of VoIP Services (and the underlying broadband service, if provided by us), we make no guarantee that VoIP (and/or the underlying broadband service, if provided by us) will be either uninterrupted or error-free. Certain factors, such as network congestion, maintenance, technical capabilities, geographic factors, obstructions or interference may mean you will not be able to use VoIP at all times.
2. You acknowledge and agree to the limitations of VoIP as described on our Web Site. In summary the limitations of VoIP are that
3. VoIP is not designed to replace a Traditional Landline Telephone Service;
4. Priority Assistance is not available. Priority Assistance is for people who may be reliant on a telephone service because of a serious medical condition. We recommend that you consider medical advice, and consider your access to other telephony services such as a conventional Traditional Landline Telephone Service or a mobile phone, before purchasing VoIP
5. if your Supported Device is properly configured and installed, your calls to an emergency call service number may be automatically switched to your existing Traditional Landline Telephone Service (provided you have retained it). However, such calls may also be made through your VoIP service. 24 hour access to the emergency call service number is not guaranteed.
6. Operator assisted services are not guaranteed;

7. Directory assistance is not guaranteed. Only Customers who have 'ported' their number to VoIP via Simple Phone Number Porting or Naked Phone Number Porting will be offered to have their number listed. However, for all other cases there is currently no mechanism to find another VoIP Customer's number without that VoIP Customer informing you directly.
8. Calls to any number prefix not explicitly supported and documented on our Web Site for VoIP are not available;
9. Inbound direct dial calling from the PSTN is not available by default, but can be requested to a maximum of 1 Inbound number per service.
10. VoIP will not operate in the event of a power failure. Even if the hardware is properly configured and installed to automatically switch to your existing Traditional Landline Telephone Service should your VoIP Service not be available, you will not be able to make calls (including a call to an emergency call service number) if your Traditional Landline Telephone Service is only accessible via handset which requires electricity (such as a cordless phone) to operate.

Charges

1. Information regarding VoIP call rates, accounts and billing is set out on our website.
2. There is a time delay between you making a call and us processing that call and adding it to your call record. In most cases calls should be added to your call record within an hour of you making the call. However in some rare circumstances this may take up to 2 weeks. This means that you may not always have all the calls you made in an invoice period appear on that invoice (consequently these calls will not be deducted from any call credit for that invoice period).
3. We are not responsible for the charges that you incur with your current telephone carrier, however incurred and regardless of whether the call you make via your current carrier is a local, mobile or a long distance call. You acknowledge and agree that if your VoIP Service is configured to feature automatic 'failover', ie to automatically switch a call back to your Traditional Landline Telephone Service (provided you have retained it):
 - should VoIP connectivity be unavailable for any reason (such as your broadband service being temporarily offline); or
 - to call an emergency service call number or special service number (ie numbers prefixed with 13, 1300, 18 or 1800); or
 - to any other call destinations not currently handled by VoIP, you are responsible for all charges incurred in making such calls through the PSTN. With some devices used to operate, it may be possible distinguish between when a call will be made via VoIP or via the PSTN (for example, some devices present different dial-tones when a call is being made via VoIP or via the PSTN). However, when placing a call, you acknowledge and agree it is not possible to tell (by listening) whether calls are being passed to the PSTN due to a rule in your dial plan, despite the device being properly registered.
4. The traffic involved in VoIP calls, like other VoIP based calling, counts toward your download quota on the broadband plan that you are on. For example as a guideline, VoIP calls use from 10-20 Megabytes per hour during typical calls (depending on the codec in use) which corresponds to around 25-50 kilobits per second per second of traffic flow on your broadband connection (in both directions).

Technical Support

We provide support for Planet Ozi supported Devices. While you may select any other devices you wish to use with your VoIP service, such other devices are not supported by us (although we will try and assist you if possible).

Unused Services

Planet Ozi reserves the right to suspend or cancel the operation of any VoIP service that has not been used to make or receive calls for a period of greater than 6 months. Planet Ozi will notify you of any such service suspension or cancellation.

Customer Service Guarantee Waiver

In accepting this Service Schedule you acknowledge that you waive in whole your Customer Service Guarantee Rights under Part 5 of the Telecommunications (Consumer Protection and Service Standards) Act 1999 in relation to VoIP.

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

1. The Customer Service Guarantee ("CSG") can be found on the Australian Communications and Media Authority website (www.acma.gov.au).
2. Part 5 of the Telecommunications (Customer Service Guarantee) Standard 2011 allows Planet Ozi to propose that you waive the protections and rights provided under the CSG.
3. We are offering significantly lower call costs for the VoIP Service, but we are only able to do so on the basis that we are not required to meet the CSG.
4. By agreeing to this waiver you agree to waive your protections and rights under the CSG. So that Planet Ozi may continue to offer lower costs, we require all of our customers to waive their rights in relation to the CSG.
5. The protections you are waiving are
 - a. The Provision of written information
 - Provision of written information to each customer, at least every two years about:
 - the performance standards that apply to supply of specified services;
 - the obligations of the service provider under those standards;
 - the customer's entitlements to damages under the Act for contravention of the performance standards; and
 - on request, the provision of information about a performance standard.
 - b. Guaranteed maximum connection periods
 - the prescribed maximum time frames within which connection to services should occur.
 - c. Guaranteed maximum rectification periods
 - the prescribed maximum time frames within which rectification of service faults should occur.
 - d. Making and changing appointments

- requirement to make appointments with customers at times that are convenient for the customer that are either for a particular time of the day or nominate a five hour period during which the appointment will occur, and
 - changing appointments by giving at least 24 hours notice by obtaining the agreement of the customer to the change.
6. This waiver will take effect seven days from the date of you agreeing to it, unless you notify Planet Ozi that you no longer wish to waive your rights under the CSG. If you do so notify Planet Ozi, We reserve the right not to provide the service to you.
 7. By agreeing to waive your protection and rights afforded by the CSG you will not be able to claim compensation from us for any failure by us to meet the prescribed performance standards.

Re-locations

The following clauses apply if you change the usual operating location of your VoIP service (for example, if you were to move house).

1. If you move the usual operating location of your VoIP service you must notify us immediately so that we can update your information in the Integrated Public Number Database ("IPND"). The IPND is used for emergency and law enforcement purposes so it is very important that the information in the IPND is up to date. If your underlying broadband internet connection that is used to provide your VoIP service is also provided by Planet Ozi and you relocate your broadband internet service with us then separate notice about your change of address for VoIP is not required.
2. You may only change the usual operating location of your VoIP service within the same charging district originally allocated to your telephone number. This means that you may only move house and take your VoIP number with you to your new location if your new house is located in the same charging district. For capital cities this is generally anywhere within the metropolitan area. Traditional Landline Telephone Services will be able to make untimed local calls to numbers located in the same charging district.
3. If you move the location of your VoIP service outside of the original charging district originally allocated to your telephone number then calls made to your telephone number from other relevant telephone services may be charged as if you are actually located in the original charging district. For example, if the original charging district allocated to your telephone number is Sydney and you use your VoIP service in Perth then all calls to your service made by relevant telephone services will be charged as if you are located in Sydney even though you are located in Perth.
4. The Planet Ozi sales team can provide more information on the above. They may be contacted by telephone on 1300 650 865.