



Standard Form of Agreement

Service Description (VOIP)

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1 The Agreement

1.1 The Parties

1.1.1 Highway 1 (Aust) Pty Ltd ABN 068 383 737 Level 5, 10 William Street, Perth, Western Australia trading as Highway 1, Apiix, EON Technology, Nerdnet Internet, Global Dial, Global Web, Simtex, Worldwide Internet (hereinafter referred to as "Highway1", "us", "our") and the Customer (being an entity subscribing to Highway1 for the provision of Internet services) agree that by accessing our services, you (hereinafter referred to as "The Customer", "you" and "your") accept, without limitation or qualification, the terms and conditions contained within the Standard Form of Agreement.

1.2 What is a Service Description?

1.2.1 The Highway 1 Service Description defines the services offered and specific terms and conditions for each of these Services. This document forms part of our Standard Form of Agreement (SOFA). The SOFA comprises:

- a) General Terms and Conditions
- b) Service Descriptions
- c) Pricing Schedule

2 Service Description

2.1 What is VOIP?

2.1.1 Voice Over IP (VOIP) is a technology that allows you make and receive phone calls over your broadband internet. Highway 1's VOIP service is referred to as VOIP and Talkway.

2.1.2 This service is not related to our Highway 1 Phone service. Highway 1 Phone refers to telecommunications over the traditional telephone line.

2.2 Prerequisites

2.2.1 In order to be eligible to receive our VOIP services, you must have a current internet service from Highway 1.

2.3 CPE Installation and Equipment Supply

2.3.1 We may provide CPE (Customer Premises Equipment) in the form of a VOIP modem or router. Highway 1 may pre-configure a supplied device with your connection information.

2.3.2 We will not be liable for issues as a result of us supplying this equipment to you. Highway 1 will provide reasonable phone support to enable you to install and connect to Highway 1 using this device.

2.3.3 Where you have supplied your own CPE Highway 1 is not obliged to supply support for the configuration of this equipment. Highway 1 will provide the generic network settings to you in order for you to configure the appropriate CPE.

2.3.4 You may choose to have a Highway 1 technician provide onsite support to install and configure your CPE. This will be charged at an hourly rate in addition to your setup and monthly fees

2.3.5 We will supply you with one Direct Indial (DID) Number.

2.4 Call Quality

2.4.1 We recommend that you use a broadband service with a speed of 512kbps or above. Even then, the quality of the call can be impacted if someone is transferring large files while you are on a call. We cannot guarantee the quality of calls.

2.5 Emergency Calls

2.5.1 You acknowledge and understand that the VOIP service may not support emergency calls. Therefore, Highway 1 does not recommend disconnection of primary phone service, which provides access to emergency calls.

2.6 Monthly Use

2.6.1 Your monthly use is measured in calls and call duration.

2.7 Payment

- 2.7.1 Payment for the VOIP service may be paid for:
- 2.7.2 In arrears for the previous month's usage using a direct debit facility.
- 2.7.3 In advance by supplying a credit card to purchase pre-paid credit. You will not be able to make outbound calls when your credit reaches a zero value.
- 2.7.4 Payment is only available via credit card or direct debit.
- 2.8 **Target Service Level**
99.97% (Business), 99.7% (Consumer)
- 2.9 **Call Response Target**
4hrs (Business), 1 Business Day (Consumer)
- 2.10 **Restoration Target**
8hrs (Business), 1 Business day (Consumer)
- 2.11 **Service Level Rebates**
- 2.11.1 This service is not eligible for service rebates.
- 2.12 **Contract Term**
- 2.12.1 There is no minimum contract term for consumer services service. For business customers the contract term is set out in your individual contract agreement.