

Port Authority

I certify that I have the authority as lessee of the telephone numbers listed on this form, or as the authorised agent for the lessee, to request porting of these telephone numbers to Aussie Broadband and that I, or the lessee (as the case may be), do not have a contractual obligation with another carrier or service provider, relating to these telephone numbers.

I request that Aussie Broadband and/or its agents port the telephone numbers listed and understand that porting will result in disconnection of these telephone numbers from our current carrier and finalisation of the current account(s) for these telephone numbers. I indemnify Aussie Broadband against any loss or damage it may suffer as a result of any information included in this form or the above certification being incorrect.

Emergency Return Authority

Emergency Return means the establishment of an interim service by return to your original service, or if that is not possible, establishment of an alternative service. The interim service will operate during the Emergency Return Request period.

You will agree to and will seek agreement from your previous supplier to the terms and conditions of the supply of this service prior to the Porting. This includes agreeing to the timeframe in which it will be restored in the event that an Emergency Return is required.

You agree that if an Emergency Return is required Aussie Broadband will request an Emergency Return from your previous carrier during the Emergency Return Request Period without further consultation with you. You acknowledge that you have read and agree to the terms and conditions of this Porting Authority Form.

Agency Section

I authorise the Aussie Broadband nominated representative to complete and sign a new PAF for the purposes of carrying out the port to Aussie Broadband in circumstances where:

- * this PAF expires
- *additional details are to be added
- *editing or deleting of details is required
- *Aussie Broadband requires an agent or 3rd Party to perform part or all of the port

This authority will remain in place for 12 months from the date of signature or until such time as Aussie Broadband is otherwise notified.

Terms & Conditions

1.	Local Number Portability		
1.1	The Porting of your Phone Number will be conducted in accordance with the "Australian Communications Industry Forum, Industry Code - Local Number Portability ACIF C540 September 1999" ("LNP Code") and any bilateral arrangements. Subject to the terms and conditions of the Standard Agreement, you may Port your Phone Number from your previous Supplier to Aussie Broadband if that Phone Number is declared Portable under the ACA Numbering Plan 1997 and no exemption has been granted by the ACA.	2.0	You acknowledge that by Porting the Telephone Number, any DSL/Spectrum Sharing Service associated with that Telephone Number is disconnected and may result in finalisation of the Customer's DSL/Spectrum Sharing account for that service
1.2	If you wish to Port your Phone Number from Aussie Broadband to another Supplier, than you must contact that other Supplier. Porting from Aussie Broadband to another Supplier will be conducted in accordance with the LNP Code and any other bilateral arrangements.	2.1	You acknowledge that although you have the right to Port your Telephone Number(s) to Aussie Broadband, there may be costs and obligations associated with the Port which may include early termination fees and Porting fees for your existing carrier.
1.3	In order for Aussie Broadband to Port your Phone Number you must complete and sign this Porting Authority Form (PAF), which also includes authority for an Emergency Return. In order for the Port to proceed this form must be completed in accordance with the LNP Code and any other bilateral arrangements.	3.0	Emergency Return
1.4	In accordance with the LNP Code, a request for Porting shall be rejected if: a) the request is for the Porting of Out of Area Numbers; b) the request is for the Porting of a non-portable telephone numbers; c) the LNP Code requires the request to be rejected; or d) Aussie Broadband cannot otherwise provide portability for that Phone Number in that circumstance.	3.1	Prior to signing the Porting Authority Form, you must negotiate and agree with your previous Supplier regarding the service that could be provided in the event that an Emergency Return is required.

1.5	Aussie Broadband is able to provide you with the facility to implement the Porting of your telephone numbers(s) outside of your normal business hours of operation, if required. Aussie Broadband will require access to your premises at agreed times or failure to provide sufficient notice to change an agreed time may result in: a) the Porting implementation not being completed within the agreed implementation schedule; and b) Loss of existing Service.	3.2	If you have Ported your Phone Number away from Aussie Broadband, the terms and conditions set out in this Standard Agreement will apply to your Service in the event that an Emergency Return to Aussie Broadband is required.
1.6	Aussie Broadband cannot Port your Phone Number and move the address of your Phone Number on the same day.	3.3	In the event of an Emergency Return to your previous Supplier, you may experience an extended period of outage whilst the Service from your Supplier is restored.
1.7	If your Phone Number(s) is inactive at the time of the Porting by Aussie Broadband, you must notify Aussie Broadband as soon as the Phone number(s) become active	3.4	Aussie Broadband will endeavour to assist you in the event of an Emergency Return to Aussie Broadband, in which you may experience an extended period of outage whilst the telephone numbers from Aussie Broadband is being restored.
1.8	For the purposes of clause 11 of the standard agreement, the provision of Porting is the provision of a telecommunications Service.	3.5	Acting in accordance with the LNP Code and any other bilateral arrangements, in the event of an Emergency Return to your previous Supplier, Aussie Broadband: a) Will notify your previous Supplier of the Emergency Return requirement; b) Is not responsible for any period of outage; and c) Is not liable to you or any person claiming through you for any damage, loss, costs or expenses or other liability in contract, tort or otherwise direct or indirect, for or in relation to the Emergency Return (including the negligent act or omission of Aussie Broadband).
1.9	Aussie Broadband charges you for the Porting of a Phone Number. For charges please refer to the Voice Service Schedule.	3.6	In the event of an Emergency Return to Aussie Broadband, Aussie Broadband; a) is not responsible for any period of outage; and b) is not liable to you or any person claiming through you for damage, loss, costs or expenses or other liability in contract, tort or otherwise direct or indirect, for or in relation to the Emergency Return (including the negligent act or omission of Aussie Broadband).

Informed Consent for VOIP Service

Information about the service

Aussie Broadband allows you to make phone calls using your broadband service instead of a standard phone line. The IP phone service provides a cheaper alternative to fixed phone but does have limitations and is not suitable for all customers.

Requirements and Availability

You will require a VoIP adaptor connected to your broadband router (along with a handset) to connect your VoIP service. Aussie Broadband can supply a VoIP adaptor for an additional cost.

You agree that:

- Aussie Broadband VoIP service is NOT a substitute for a standard PSTN telephone service

- Aussie Broadband VoIP service requires a fully functional broadband connection to the internet and that, in the event of an outage, power outage, or cancellation of the internet service, the VoIP service will not function
- Should there be an interruption to the power supply or broadband outage, the service will not function until power is restored or the broadband is operational
- Service outages or suspensions or terminations of service by the customers broadband will prevent all services, including Emergency Dialling from functioning
- You or a family member at the property do not have a life threatening illness that requires you to have direct access to emergency services
- You do have access to a working mobile service that has good coverage in the event of an emergency situation
- That you do not have any back to base alarm systems, fax or EFTPOS machine operating off the current fixed service

I agree to the above and understand the limitations to the service.