

Application Form: VoIP—Informed Consent



This is important information. Ensure you read and understand it before signing up for a VoIP phone service.

Voice over IP (VoIP) is a technology that allows you to make and receive phone calls over your Swoop broadband connection. A VoIP service provides a lower cost and more modern alternative to fixed phone but does have limitations and is not suitable for all uses.

- VoIP services are NOT a substitute for a standard PSTN telephone service.
- VoIP services require a fully functional broadband connection to the internet. In the event of an internet outage, power outage, or cancellation of the internet service, the VoIP service will not function until your internet connection has been restored.
- Service outages, suspensions or terminations of your internet service will prevent all VoIP services, including emergency calls from functioning.
- We do not provide battery backup units for our VoIP services. During a power failure, your VoIP phone will not function, even for emergency calls.
- nbnco supplied battery backup units for fibre connections cannot be used to provide backup solutions for our VoIP services.
- If you or a family member at the property has a life threatening illness, you need to be aware that you may not have direct access to emergency services, as the operation of VoIP relies on many factors outside of our control.
- **We cannot offer Priority Assistance. Should you require this service, you should apply for services through a telecommunications provider who can offer Priority Assistance.** Telstra are a telecommunications provider who offer a Priority Assistance service.
- We recommend you have a working mobile phone with sufficient coverage in the event of an emergency situation.
- Back-to-base alarm systems, fax and EFTPOS services will not operate on VoIP.

I have read and understood the important information in this VoIP Informed Consent Fact Sheet.

Signature: _____

Date: _____

Application Form: VoIP—CSG Waiver



This document is our CSG Waiver Form. In this document, 'we', 'us' and 'our' refer to BOSLEY HOLDINGS PTY LTD trading as SWOOP BROADBAND [ABN 71613948575], 1A 155 Queen Street Warragul, VIC, 3820 Australia.

The Customer Service Guarantee Standard [CSG] covers the supply of standard telephone services. You can read more detailed information on the ACMA's FAQ: <https://www.acma.gov.au/Citizen/Phones/Landlines/Phone-connection-andrepair/customer-service-guarantee-for-phone-users-faqs>

In summary, some of the rights set out in the CSG include:

- The right to be provided with information regarding the performance standards set out in the CSG.
- The right to compensation if standard telephone service connection timeframes are not met.
- The right to compensation if standard telephone service faults are not rectified within the specified timeframes.
- The right to compensation if an appointment is missed in connection with a standard telephone service.
- Information regarding the specified timeframes and the applicable amounts of compensation which vary based on location, infrastructure and duration of default.

To read the legislation in full, visit <https://www.legislation.gov.au/Series/F2011L00413>

The CSG standard does not apply to mobile or satellite telephone services, broadband/internet services, customer equipment or customers that have more than five standard telephone services.

As VoIP Services are often provided across third party infrastructure, or are dependent on third party suppliers who are not required to meet the standards of the CSG, we are unable to guarantee compliance with the performance standards and specified timeframes laid out in the CSG.

For this reason, we are also unable to offer a Medical Priority Assistance service. Should you require this service due to a life-threatening medical condition of a member of your household, you should apply for services through a telecommunications provider who can offer Priority Assistance. Telstra are a telecommunications provider who offer a Priority Assistance service.

When we supply a VoIP Service to you, we propose that you wholly waive your rights under the CSG Standard. By waiving your rights, you agree that you are not able to make a claim to Swoop Broadband for compensation where the standards have not been met. You are not obliged to waive your protection and rights under the CSG, however we may choose not to supply a service to you if you do not agree to wholly waive your rights.

This waiver does not stop you from contacting us in regards to a fault with your service, and does not affect the quality of service delivery or prevent us taking action to fix a fault with your service as quickly as possible.

The waiver takes immediately at the time of service activation and applies to VoIP Services provided by us.

Declaration:

I have read the CSG Waiver and understand that I am agreeing to forgo my rights under the CSG Standard with regards to the provision of a VoIP Service, and that this waiver will take effect immediately upon service activation. I understand that I am under no obligation to consent to the waiver, but that consent is a requirement of VoIP Service provision and my application may be cancelled if I decline to consent. I also confirm that I understand that Swoop Broadband do not offer a Medical Priority Assistance service, and that I should seek another provider if I require Priority Assistance due to a life threatening medical condition affecting myself or another member of my household.

Print Name: _____

Contact No: _____

Address: _____

Signature: _____

Date: _____

Application Form: VoIP—Porting Authorisation



Only fill in this section if you are porting a number to our VoIP service.

The Porting Authorisation Form must be completed and returned to us along with a full copy of your latest telephone bill (without the itemised call section, if applicable) from your current service provider.

Only Local telephone numbers can be ported.

Note that the average timeframe for the completion of a port request from the date that we receive your form is 4-6 weeks.

Account Holder Details

Business name (Optional): _____

First Name: _____

Last Name: _____

Date of Birth: _____

Contact Phone: _____

Mobile Phone: _____

Email _____

Service Details

Current Service Provider: _____

Account Number: _____

Phone Number to Port: _____

Address Details (Must be the service location) _____

Unit/Suite Number: _____

Street Number: _____

Street Name: _____

Street Type: _____

Suburb: _____

Post Code: _____

Terms and Conditions

1. You must not deactivate your existing service when porting. Telephone numbers can only be ported while active. If your service is terminated before porting completes, you may lose the number and you may not be able to reactivate it.
2. You understand that during a port, a period of downtime will occur. The length of this downtime can vary, but may be several hours or longer.

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3. By transferring your service to VoIP you understand it is a voice only service. Fax, EFTPOS, back-to base alarm monitoring, medical emergency systems will usually not function correctly, or at all using a VoIP service.
4. You can only withdraw your authority to port this telephone number before the cutover date.
5. Rescheduling a port may incur additional costs. You will be responsible for all costs accumulated.
6. We provide no guarantee that we can port your telephone number from your current service provider. Your current service provider may reject this port request if the information you provide is incorrect or does not match the data held by them. In this case, you authorise us to correct the information and resubmit the request to port your telephone number or dispute the rejection by your current service provider. A porting request may also be rejected for other reasons as stated in the LNP Industry Code. If we cannot complete the port within 90 days, you will be required to complete this form again and restart the porting process.
7. We cannot guarantee that the telephone number will be ported within any specified timeframe. Porting hours of operation are 8am to 5pm AEST/AEDST, Monday to Friday, excluding national public holidays. If a porting request is rejected and needs to be resubmitted, additional delays will be encountered.
8. You may have outstanding contractual obligations and costs owed to your current service provider. You will still be bound by these obligations and payment of any outstanding costs. We are not liable for any such costs you incur from your current service provider.
9. The port process only transfers your telephone number. This may result in the loss of any “value added services” associated with the service and your current service provider (eg. Voicemail, ADSL broadband services spectrum sharing).
10. We reserve the right to charge a fee for porting your telephone number to, or from us.
11. Standard (CAT-A) Ports are \$50 Including GST per number and Complex (CAT-C) ports are \$299 per number.
12. Local Number Portability (LNP) does not guarantee you can keep your number if you move to a different geographic location.
13. For the purpose of processing your application, we will be required to disclose some of the details you have provided to us to a third-party. This includes, but may not be limited to your name, business name, address, phone numbers and accounts details.
14. If your number port is combined with an NBN connection, we will coordinate your number port and connection to occur on the same day. The number port will take place on the day your nbn connection is booked for installation with nbn co. There is a possibility nbn co will be unable to complete your connection to the nbn on the same day. If nbnco encounter issues requiring your installation to be rebooked, you will be without a phone connection and/or internet connection if it relies on the same line. Rebooking an nbn installation appointment may take 4-6 weeks. The cancellation of your installation and any delays in rebooking are outside of our control.