

Schedule 2 – VoIP Service

Section 1 – The VoIP Service

The Voice-over-IP (VoIP) Service supplied by ORION under this Agreement is only offered to Customers of ORION's Satellite Internet Service.

IMPORTANT

- When you dial '000' from the VoIP Service, you will be connected to Emergency Services. IT IS IMPERATIVE THAT YOU UNDERSTAND THAT THE VOIP SERVICE CANNOT BE UTILISED IF THERE IS A POWER OUTAGE, WHEN YOUR INTERNET CONNECTION IS INTERRUPTED OR IF THE HARDWARE YOU ARE USING TO ACCESS THE SERVICE IS IN ANY WAY FLAWED. WE RECOMMEND THAT YOU HAVE AN ALTERNATIVE TELECOMMUNICATIONS SERVICE SUCH AS A CELLULAR, FIXED LINE OR SATELLITE TELEPHONE CONNECTION TO CONTACT EMERGENCY SERVICES.
- IT IS ILLEGAL FOR YOU TO RELOCATE THE SERVICE FROM ONE DESTINATION TO ANOTHER WITHOUT PRIOR WRITTEN CONSENT OF ORION. IF YOU FAIL TO OBTAIN ORION'S CONSENT EMERGENCY SERVICE CALLS MAY NOT BE ABLE TO IDENTIFY THE LOCATION OF YOUR VOIP SERVICE. Accordingly, you must advise ORION of any changes to your personal and address details so that Emergency Service Calls are connected correctly.
- EMERGENCY CALL SERVICES MAY NOT BE AVAILABLE TO YOU IF YOUR VOIP SERVICES ARE SUSPENDED OR RESTRICTED.
- Some VoIP Services (including Emergency Call Services) may not be available to You if You use products with the Services not approved by ORION.

When using the Service to make and receive VoIP calls, You are utilising bandwidth and data. Accordingly, ORION will classify Your use of the VoIP Service as data usage which will count towards usage of your Satellite Internet Service plan.

All timed voice calls are charged in one minute blocks unless otherwise specified. In the event that calls are not charged in one minuted blocks, they will be charged for the first full minute and per second thereafter.

1.1 Voice Calls

Local and National Calls

Make calls using the VoIP Service to PSTN telephone Services with a Geographical Number throughout Australia. Connected calls with a duration of one or more seconds will be charged at the advised rate. Irrespective of when a call is made, the standard call rate remains constant. Call charges include GST and are rounded up to the nearest whole cent on individual calls. All Local Calls are untimed by law. National Calls (calls throughout Australia that are not local calls within the meaning of the Telecommunications Act 1997) are charged at a flat rate by ORION, unless otherwise advised.

Calls to Australian Mobiles

Make calls using the VoIP Service to Australian mobile telephone services with an appropriate Mobile Telephone Number registered to any Australian mobile telecommunications network. Connected calls with a duration of one or more seconds will be charged at the advised rate. Irrespective of when a call is made, the standard call rate remains constant. Call charges include GST and are rounded up to the nearest whole cent on individual calls. All Mobile calls are timed unless otherwise specified.

Calls to International Destinations

Make calls using the VoIP Service to residential fixed line, international special service or mobile international telephone services. You will be charged for all connected international calls. Calls rates vary by destination and call type. Connected calls with a duration of one or more seconds will be charged at the advised rate. All international calls are timed unless otherwise specified. Call charges include GST and are rounded up to the nearest whole cent on individual calls. Prior to making calls, we recommend that you ascertain what kind of service you are calling e.g. international mobile, special service, residential landline etc.

Please be advised that calls will be mapped to international destinations by ORION's underlying carriers. We bear no responsibility for the methods used by our underlying carriers in mapping international calls e.g. calls made to disputed international territories will be mapped in a manner that would see calls terminate in different zoning units. Accordingly, ORION makes no guarantee that calls will be mapped to destinations according to Your expectations.

ORION does not guarantee that you will be able to make successful calls to every valid telecommunications number as ORION does not operate every aspect of the telephone network used to provide the VoIP Service to you. Furthermore, ORION may bar calls to certain international destinations if calls pose a real threat to the ORION network, or any network of an ORION Supplier, our customers or national security.

All costs charged by our underlying carriers will be passed onto you appropriately.

To place call restrictions against international calls, please contact ORION Customer Service on 1300 880 663 customers five (5) days per week (Monday – Friday) during normal Western Australia business hours (8am WST to 5pm WST).

PLEASE NOTE – INTERNATIONAL CALL RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Special Services

Make calls using the VoIP Service to Special Service Numbers throughout Australia. Connected calls with a duration of one or more seconds will be charged at the advised rate. Irrespective of when a call is made, the standard call rate remains constant. Call charges include GST and are rounded up to the nearest whole cent on individual calls. Rates vary by call type and destination. Please note that certain Special Service Calls cannot be made over the ORION network.

Special Services

Service Calls Type	Associated Charges
1221 International Faults & Service Difficulties	Not available for use
1222 Call costs and enquiries (national & international) service	Not available for use
1225 International directory assistance service	Not available for use
1234 Sensis	Not available for use
1223	Not available for use
125 xx, 125 xxx, 125 xxxx Operator service	Not available for use
012 and 013 Operator service	Not available for use
124xx, 124 xxx, 124 xxxx Operator service	Not available for use
12711 Pre-selection verification service	Not available for use
13xx xxx service	\$0.29 (GST inc.) fixed fee per call
13x xxx service	\$0.29 (GST inc.) fixed fee per call
1345 xxxx service	Not available for use
18xx xxx Freephone service	Free of ORION charges
19xx xxx Premium rate service	Not available for use
019 Data Numbers	\$0.29 (GST inc.) fixed fee per call
189 xx Calling Card service	Not available for use
Australian Mobile to International Interconnect	Not available for use

Emergency Service Calls

WHEN YOU DIAL '000' FROM THE VOIP SERVICE, YOU WILL BE CONNECTED TO EMERGENCY SERVICES. IT IS IMPERATIVE THAT YOU UNDERSTAND THAT THE VOIP SERVICE CANNOT BE UTILISED IF THERE IS A POWER OUTAGE, WHEN YOUR INTERNET CONNECTION IS INTERRUPTED OR IF THE HARDWARE YOU ARE USING TO ACCESS THE SERVICE IS IN ANY WAY FLAWED. WE STRONGLY RECOMMEND THAT YOU HAVE AN ALTERNATIVE TELECOMMUNICATIONS SERVICE SUCH AS A CELLULAR, FIXED LINE OR SATELLITE TELEPHONE CONNECTION TO CONTACT EMERGENCY SERVICES IN THE EVENT OF THE UNFORESEEN.

IT IS ILLEGAL FOR YOU TO RELOCATE THE VOIP SERVICE FROM ONE DESTINATION TO ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ORION. ACCORDINGLY, YOU MUST ADVISE ORION OF ANY CHANGES TO YOUR PERSONAL AND ADDRESS DETAILS SO THAT EMERGENCY SERVICE CALLS ARE CONNECTED CORRECTLY.

Section 2 – Charges and Tariffs

This part of this Agreement sets out the various Pricing Plans, which are available under the Service, and the:

- Monthly Service Fee;
- Standard Call charges;
- Included Calls per Month if any;

Certain untimed calls are subject to our Acceptable Use Policy, available at www.orionsat.com.au/sfoa/

Please be advised that all calls will be mapped to the prescribed terminating point by ORION's underlying carriers. ORION bears no responsibility for the ways in which these carriers map and terminate these calls i.e. All calls made will be mapped in a manner that would see the call terminate in an industry recognised zoning unit, however ORION makes no guarantee that calls will be mapped according to your expectations. All costs passed on by our underlying carriers will be passed on to you as the consumer. Although ORION will regularly review call mapping to ensure maximum accuracy, ORION makes no guarantee that calls will be mapped according to your expectations.

For example, if you call a disputed international destination, the call will be routed to an industry recognised zoning unit, and this terminating point may not conform to your expectation.

Certain plans have included calls. If in any month, you have not made an amount of calls equal to the free or included call allowance per month the balance of the free or included calls will not be carried forward to the next month. You will forfeit those calls during each monthly billing cycle.

If your chosen plan states that there are a certain amount of free or included calls per

month; in addition to charging you the Monthly Service fee, we will charge you for any calls you make that month in excess of the free calls per month, applicable to your chosen plan.

You agree that only standard calls qualify as free or included calls per month, except where your plan states that other call types may also qualify. If, in any month, you have not made an amount of calls equal to the free or included call allowance per month the balance of the free or included calls per month will not be carried forward to the next month. You will forfeit those calls during each monthly billing cycle.

Section 3 – VoIP Service Features

ORION will endeavour to provide the VoIP Service in accordance with the provisions of this Agreement but may change some elements of the VoIP Service at any time for operational or network planning reasons. Any such change will constitute a variation of the Agreement and will be dealt with accordingly under the variation procedure in the Agreement.

3.1 Access

In order to access the VoIP Service, you:

- will need a Satellite Internet Service with ORION;
- may only use the VoIP Service when connected to, and via, the Satellite Internet Service;
- may need extra hardware depending on your broadband set up e.g. router, Analogue Telephone Adapter

We will provide you with a user/installation guide and offer technical support.

Please note that ORION will only offer full technical support for the VoIP aspect of any hardware dispatched, even if that hardware has additional functions (e.g. If the hardware is a VoIP / Wireless Router, ORION will not guarantee support for the Wireless configuration of the router). You accept this as a term of the VoIP Service.

3.2 Call Termination

You are responsible for ensuring all calls that you or another person (with or without your consent) initiates on the ORION Network are terminated.

3.3 Firmware

You accept that from time to time ORION will release and send new versions of firmware to hardware provided by ORION. These releases may have an effect on your data usage. You will be notified prior to any updates and advised of any procedures that need to be followed.

Applying firmware updates not issued by ORION may irreparably damage your hardware. ORION will not take responsibility for improper firmware upgrades. If any changes to the firmware have an effect on the hardware provided by ORION there may be a fee for re-configuring the hardware.

3.4 Firewall and Security Requirements

ORION will not accept liability for any change, or consequence that may occur as a result of changes, to firewalls or other security devices, which may be required to use the VoIP Service.

3.5 Required Ports

Use of the VoIP Service may require you to open/forward UDP ports in your firewall or other security devices. This is to allow communication of the SIP protocol and voice traffic.

ORION can supply the complete port settings upon request. Port settings may change from time to time; ORION will notify customers via email.

3.6 Data Usage

At the default codec (G.729 codec or 8kbps) the Voice Box use an average of approximately 200 – 300 KB per min. Higher rate codec's will increase the data usage of using the VoIP Service.

Throughout the day the Voice Box will contact the network for various reasons using approximately 100 – 200 KB per day.

IMPORTANT - Various factors can influence the data usage levels using the VoIP Service, the above figures provide only general guidance as to expected bandwidth usage.

3.7 Data Allowance

ORION will classify your use of the VoIP Service as data usage. You are responsible for ensuring that you are on a suitable Satellite Internet Service plan for use with the VoIP Service.

3.8 Bandwidth, Broadband Speeds and Broadband Type

Only users of our Satellite Internet Service can use our VoIP Service. Please note that any suspension or shaping of the Satellite Internet Service will render the VoIP Service unusable or unreliable.

3.9 External Interruptions

As the VoIP Service is dependent on the telecommunications networks of other carriers over which we have no control, certain features of the VoIP Service may not be available, and we do not guarantee the quality and reliability of the VoIP Service.

Other factors such as third party hardware and or software may interrupt your VoIP Service for which ORION takes no responsibility.

ORION will not be liable to provide the VoIP Service to you if it becomes impracticable to do so because of any cause beyond ORION's reasonable

control, including without limitation force majeure acts, civil disorder or war, national or local emergency, adverse weather conditions, industrial dispute or acts or omissions of other carriers or carriage service providers or any authority.

Section 4 – Miscellanea

4.1 Geographic Numbers

The Telecommunications Numbering Plan 1997 is administered and regulated by the Australian Communications and Media Authority (ACMA).

The Numbering Plan stipulates that “*a geographic number must not be used except in connection with the supply of a local service*” meaning that geographic telephone numbers such as the type used and allocated with the VoIP Service may only be used from their allocated geographic area. For example, you are not permitted to use a Melbourne number in Sydney. It is not possible to transfer the number allocated to You under the VoIP Service to another location or another service.

4.2 Transfer of Voice Data

While we will exercise due care and skill in providing the VoIP Service, you agree that your ability to use the VoIP Service to access, use or send voice data will depend upon the features and functionality of your hardware. You are responsible for any reliance on the voice data sent or received. ORION does not encrypt or code your voice data.

4.3 Changing Tariffs or Pricing Plans

ORION will only permit you to change your choice of Pricing Plan once a month. Your Pricing Plan will be changed before the start of the next billing month upon receiving your formal and written request and your Monthly Service Fee and any included calls will be charged pro rata. To change Pricing Plans, please contact ORION Customer Service on 1300 880 663 five (5) days per week (Monday – Friday) during normal Western Australia business hours (8am WST to 5pm WST).

The matters referred to in this paragraph may be agreed verbally or in writing between you and ORION and will be binding on you as at the date of the verbal or written agreement.

4.4 Special Promotions

ORION may run special promotions or offers from time to time in connection with the Service under which particular charges may be waived or may differ from those set out in this Schedule. You may be eligible to participate in a special promotion or offer depending on its terms and conditions. ORION may withdraw a promotion at any time. Unless otherwise specified or agreed to by ORION, promotions may not be used in conjunction with one another.

4.5 High Usage

High usage is randomly monitored by ORION. At our discretion we may

impose a High usage alert at any point in time. If ORION deem your usage as high, we may suspend or restrict the VoIP Service (or any part of the VoIP Service) until you pay either the next invoice we send you or you pay an agreed amount of monies toward the as yet to be invoiced charges.

4.6 Numbering

Numbers are automatically allocated to your VoIP Service upon activation in line with the Telecommunications Numbering Plan 1997.

If you connect an ORION 2 way VoIP Service, you will be allocated a 10 digit phone number applicable to your geographical location and you will have rights of use of this number under the ACIF Industry Code C566:2005 "Rights of use of Numbers"

ORION may agree with you to reserve a number for future use for an agreed period of time. During this time ORION will not issue this number to another party. ORION is under no obligation to accept a customer's request for a specific number.

ORION does not offer full number portability and therefore cannot port your number out of the ORION Network in all cases.

Once a VoIP Service has been disconnected the number will be quarantined for a specified period and the account holder will no longer have right of use of that number.

ORION will comply with the Telecommunications Numbering Plan and reserves the right to alter or replace any number as a result of compliance with the Telecommunications Numbering Plan or with any direction from the ACMA. ORION will notify the customer of any numbering change affecting the customer as soon as practical.

4.7 Service Distinction

You acknowledge and understand that the VoIP Service is not a PSTN (Public Switched Telephone Network), which refers a telephone system based on copper wires carrying analogue voice data. There are important distinctions exist between a PSTN service and the Voice Over Internet Protocol Service offering provided by ORION – namely that the VoIP Service offered by ORION transfers packets of data over your Internet connection.

4.8 Customer Service Guarantee

A key obligation placed on Carriage Service Providers who supply a Standard Telephone Service is the Customer Service Guarantee (CSG). The CSG is a standard intended to promote service improvement and protection against poor service and outlines minimum performance requirements for specified services (including enhanced call handling features such as Call waiting).

The standard excludes customers with 5 or more 'phone lines' and does not apply to customer equipment or the disconnection of a service.

You acknowledge that you waive your protection and rights under the Customer Service Guarantee in return for significant benefits being low cost call rates, and technical support.

4.9 Acceptable Use Policy

All plans are subject to our Acceptable Use Policy.

The Acceptable Use Policy applies to plans that incorporate 'unlimited' flat rate or included calls as part of the plan.

To review ORION's Acceptable Use Policy, refer to <http://www.orionsat.com.au/sfoa/>

Section 5 – Suspension and Termination of the VoIP Service

Please be advised that your VoIP Service may be suspended or terminated in accordance with the provisions of the Agreement and every care will be taken to undertake these activities with due process.

5.1 Suspension for High Usage

ORION randomly monitors high usage. At our discretion we may suspend the VoIP Service (or any part of the VoIP Service) until you pay the next invoice or incurred call charges.

We may suspend or limit the VoIP Service if in our opinion the amount of Charges incurred is unusually high, having regard to matters including:

- Your previous daily Charges;
- Your uninvoiced Charges total; and
- Any unusual calling use patterns.
- Breach of ORION's Acceptable Use Policy

Suspension for unusually high charges is to protect you against unaffordable charges incurred. ORION will attempt to contact you prior to suspension of the VoIP Service.