

WORLDDIALPOINT TERMS AND CONDITIONS FOR USING OUR SERVICE

1. Acknowledgment and acceptance of terms of use

WorldDialPoint, herein known as (WorldDialPoint), provides telecommunication services (SERVICE) described in greater detail on our web site to you (END USER) subject to the following conditions:

By accessing this site and/or registering or using the SERVICE, the END USER acknowledges receiving, reading and understanding this General Service Agreement (AGREEMENT) and accepts the terms and conditions herein. If END USER does not agree to these Conditions of Use, please do not use our site or the SERVICE. WorldDialPoint reserves the right, at our discretion, to update or revise these Conditions of Use at any time without prior notice. Each time END USER logs in or otherwise access this site or use the SERVICE following the posting of any changes to the Conditions of Use, END USER hereby accept these changes regardless of whether END USER have checked or visited the Conditions of Use portion of the site. These Conditions of Use govern the use of our site and our service by viewers and other users. NSW

The SERVICE

WorldDialPoint Pre-Paid / Post-Paid VoIP Plans is a telephony service, which makes and receives calls over the Internet using an IP Phone, Softphone, IP PBX or Adapters/IAD. WorldDialPoint will carry all local, national long distance calls, calls to mobiles, Special Access and international calls made through the service. Each Service will be issued with a Internal Number. The WorldDialPoint Pre-Paid / Post-Paid VoIP Plans service will not permit carriage of calls to Data Services (019), Calling Card Services and VPN Services. WorldDialPoint Pre-Paid / Post-Paid VoIP Plans can also be accessed via a Calling Card Access Number that the WorldDialPoint supplies to make outgoing Calls Only. If you choose to make calls through the Calling Card Access Number, you may be charged a higher rate for the calls made or charged to access the Local Access Number by the local access provider. WorldDialPoint may also supply you with a Call Forward Number (Bounce Number). A Bounce number is an Australian Geographic Number that will be forwarded to your WorldDialPoint Pre-Paid / Post-Paid VoIP Service Plans. You may have multiple Bounce Numbers. You acknowledge that WorldDialPoint may use the services of another carrier in supplying the Services.

2. Use of the Service

2.1 The customer must provide the items (if any) necessary to make the connection to our SERVICE possible.

2.2 CPE (Customer Premises Equipment) is defined as equipment owned by the customer and located at their premises. Purchases, Installation and configuration of this equipment and or software used for connecting to the WorldDialPoint SERVICE is the responsibility of the customer.

2.3 Equipment Purchased from WorldDialPoint will be covered by an equipment specific warranty. The connection, configuration and installation of any hardware and software purchased from WorldDialPoint remain the sole responsibility of the customer. Where possible we will assist in configuring the hardware/software with your existing equipment and software.

2.4 You acknowledge and agree to ensure that your User Information is kept up to date at all times. WorldDialPoint is not liable if the SERVICE(s) are not used as per their documented specifications.

2.5 You agree not to use, or allow another person to use, the SERVICE:

- a) to infringe another person's rights;
 - b) in a manner that may expose WorldDialPoint to liability;
 - c) in any way that may damage any Equipment, or interfere with or interrupt the SERVICE or any other telecommunications network, equipment, facilities or cabling controlled or utilized by WorldDialPoint, or any other supplier of telecommunications services;
 - d) in any way that may damage any property or injure or kill any person;
 - e) to transmit, publish or communicate any defamatory, offensive, abusive, indecent or menacing material;
 - f) to make any hoax call, including calls to an emergency service;
 - g) to violate or infringe any duty or obligation owed to any person under law; and
 - h) to commit, or in relation to the commission of, an offence under any law of the Commonwealth or any of the States or Territories.
- i) You must not supply this SERVICE for re-sale unless END USER send us written notice and followed by a written approval from WorldDialPoint. If Approval is rejected by WorldDialPoint END USER cannot re-sale the SERVICE

2.5.1) END USER must not use the SERVICE for illegal fax broadcast or illegal fax blasting, if END USER do not comply with any Australian and States Laws including the ACCC and the National Do Not Call Registry may have the SERVICE blocked or terminated without notice. More information at <https://www.donotcall.gov/>

2.6 Numbering (Bounce Numbers) Issue of Numbers

- a) WorldDialPoint may issue a Number to the SERVICE and vary that Number in accordance with any national regulatory policy on numbering made pursuant to the Telecommunications Act.
- b) The selection, issuing and use of Numbers is governed by the Authority's numbering plan and directions relating to numbering, and you agree that you must accept and comply with the requirements of the Authority or any other body from time to time that administers or oversees the allocation of Numbers.
- c) WorldDialPoint may be required by law to withdraw, suspend or reassign a Number assigned to you, and WorldDialPoint will not be liable to you for any loss or damage incurred or sustained by you if WorldDialPoint is so required.

2.6.2 Local number portability of Bounce Numbers

You acknowledge that:

- a) WorldDialPoint may not provide local number portability for existing numbers which you use for telecommunication services obtained from other Carriers or Carriage Service Providers; and
- b) You are not able to Port any virtual number assigned by WorldDialPoint to any other Provider. WorldDialPoint is not obliged to procure for and/or provide to you any particular number allocated or assigned to you by another Carrier or Carriage Service Provider. WorldDialPoint will not be liable to you for any loss or damage incurred or sustained by you if such number is not, or is no longer, available.

2.6.3 Numbering and Call Charges for Bounce Numbers

You acknowledge that:

- a) A local call charge will only apply to other calls made to the area where your Bounce Number is located or the adjacent call zone.
- b) People who call you from outside the SZA (Standard Zone Area) of your Bounce Number may be charged a timed call from their Telecommunications Carrier. The Standard Zone Area is the Geographic location of your number and where callers from the same zone area can call you for a local call charge.
- c) When you move outside the geographic area or the SZA (Standard Zone Area) of where your Bounce Number is located, we may be required to change your Bounce Number to the area where your SERVICE is now located.

2.7 Caller line identification

You acknowledge that when:

- a) a call is made using a Service, the CLI may automatically be sent to the telecommunications equipment of the person receiving the call; and
- b) a call is received using a Service, the CLI of the calling party may be displayed or recorded by the Equipment, unless CLI is barred by the person making the call. You must comply, and use reasonable endeavours to ensure that any third parties using the SERVICE comply with applicable privacy and other guidelines as well as industry codes of practice on the use and capture of CLI.

2.8 Integrated Public Number Database

You acknowledge that WorldDialPoint is obliged by law to supply specified Customer Information with respect to any person who is allocated a Number for the purposes of the Integrated Public Number Database. The information held in this database may only be provided for an approved purpose to approved organizations such as directory information organizations or the assistance of emergency service or law enforcement organizations. If you require that your Customer Information that appears on that database be altered, you must request such alteration in writing.

2.9 SERVICE availability, quality

2.9.1 General acknowledgment

The parties acknowledge that it is technically impracticable for WorldDialPoint to guarantee that the SERVICE will be available in each area, that capacity will be available at all times to make and receive calls, or that the SERVICE will be free from faults or errors. WorldDialPoint undertakes to provide the SERVICE using all the reasonable care and skill.

2.9.2 Reliance on other networks

You acknowledge that the SERVICE may rely upon the operation of Supplier Networks operated by other Carriers and SERVICE provided by other Carriage Service Providers (such as the customer's internet service). You further acknowledge that WorldDialPoint is unable to guarantee the operation of and the use of the SERVICE through Supplier Networks or other carriers and carriage service provider's services. Any failure of a SERVICE caused by another network or SERVICE is beyond the control of WorldDialPoint and WorldDialPoint will not be responsible, or liable to you, for such failures.

2.9.3 Fault reporting

- a) WorldDialPoint will provide a fault reporting service between Monday - Saturday the hours of 9.00 a.m. and 6.00 p.m. AEST, on Queensland Business Days or unless specified in the Contact Us page on our website.
- b) Where a fault is reported (irrespective of whether you reported it), you agree to provide all necessary assistance to enable the location and repair of any fault which arises in the WorldDialPoint Network or the Supplier Network with

which the WorldDialPoint Network is interconnected.

c) Where WorldDialPoint determines that there is a fault within the WorldDialPoint Network, it is responsible for correcting that fault. WorldDialPoint is not responsible for:

- (i) any fault which is within a Supplier Network of an interconnected Supplier, although WorldDialPoint will notify that Supplier of the fault and request that it be corrected promptly; or
- (ii) any fault which is caused by your equipment, your internet service provider (if not WorldDialPoint) or the Premises, but will, where possible, advise you of that fault and its probable cause and location.

2.9.4 Maintenance

a) Without limiting clause 2.9.1, you agree that WorldDialPoint may from time to time, conduct maintenance on and of the network and infrastructure through which the SERVICE is provided. WorldDialPoint will try to conduct such maintenance outside Business Hours, but you acknowledge that it may not always be possible for WorldDialPoint to do so.

b) You agree that WorldDialPoint will not be responsible for rectifying any fault in the SERVICE if that fault arises in or is caused by a network or infrastructure of another supplier of telecommunications services, your own equipment or any other infrastructure, equipment or facilities that are outside WorldDialPoint's reasonable control or responsibility.

2.9.5 Acknowledgement

You confirm that WorldDialPoint does not warrant, and has not represented, that the SERVICE is or will be free of errors, defects or interruptions, or that it will be available at all times. You acknowledge that the SERVICE will be used by you for the purpose of making voice and fax calls only and not for the transmission of data (such as internet dial up connections). You also acknowledge that you may not be able to use the SERVICE if electricity or an active online Internet connection is not supplied to the equipment used and is unable to subsequently connect to the SERVICE via VoIP or if you do not have access to a phone line for Calling Card Access.

2.9.6 Access to Emergency Services and Priority Services

Without limiting the Service Description, you acknowledge that the SERVICE relies on a supply of electricity and a current and active internet service that is able to connect to our Network. The SERVICE may not enable you to connect to Emergency Services if that supply of electricity fails, there is a fault with your internet service connecting to our SERVICE or your internet connection is not active. Therefore the SERVICE is not a full replacement or substitute for a standard telephone service. The SERVICE should not be used, as a first choice, to make an emergency call. WorldDialPoint is under no liability if you are unable to access Emergency Services from the SERVICE at anytime. Emergency Services access is not available via the Calling Card Access Numbers.

WorldDialPoint will not pass your information to Emergency Services as WorldDialPoint is classified as a Nomadic One-Way service. You may need to give your Information to the Operator (including Full Address and Telephone Number details) each time you make a call to emergency services.

2.9.7 WorldDialPoint may use other means of third party networks to supply you with the SERVICE

3. Charges & Billing

3.1 You will be charged for all calls from the supplied service numbers carried using the VoIP Service (whether such calls were made with your authority or not) based on the rates specified on the Rate Card. All Rates are subject to change without Notice at anytime.

3.2 WorldDialPoint will bill you on a monthly basis for any recurring services and amounts will be directly deducted from your prepaid balance. If you do not maintain a positive dollar balance, your SERVICE will be suspended. If your SERVICE remains in a negative balance or has an expired balance and/or is suspended for more than 30 Days, WorldDialPoint reserves the right to cancel any services and return any numbers for reallocation. Any outstanding Balance by the (END USER) must be paid immediately

3.3 Payment and top ups must be made in full by prepaid card/voucher, credit card, direct debit, bank transfer or other methods permitted by WorldDialPoint.

3.4 WorldDialPoint will expire / block any existing credit if the account has been terminated or suspended. Expired / Blocked Credit is not refundable under any circumstances.

3.5 Top-Up / Recharges have an expiry of 12 months from your last top-up / recharge. This only applies to pre-paid accounts which have a login number starting with 6199015xxxx.

4. Privacy

Personal information that WorldDialPoint collects from you is collected for the primary purposes of enabling WorldDialPoint to supply services to you and for the administration of your account with WorldDialPoint, including creditworthiness assessment billing and debt collection. You agree that WorldDialPoint may release your

personal information and other information provided to us by you to another carriage service provider if that release is required to enable WorldDialPoint to supply the SERVICE to you and to a credit reference agency in connection with WorldDialPoint obtaining from or supplying to that agency information about your creditworthiness.

5. Period Of Agreement

This Agreement shall commence on the date your service is activated by WorldDialPoint and shall continue until terminated in accordance with these terms and conditions.

6 Liability

6.1 WorldDialPoint does not warrant that the SERVICE will be uninterrupted or fault free.

6.2 WorldDialPoint excludes any liability to you for any indirect or consequential loss, costs, or damage (including, but not limited to, loss of profits, loss of revenue, and expectation loss) arising out of this Agreement, including, but not limited to, WorldDialPoint's supply of (or failure to supply) the SERVICE, whether arising as a result of any act, omission or negligence of WorldDialPoint or otherwise.

6.3 To the maximum extent permitted by law, WorldDialPoint limits its liability to you for any liability which may arise out of or in relation to this Agreement, (whether based in contract, tort, including negligence, or statute) to an amount in aggregate for all claims which is the amounts paid by the Customer for the Services under this Agreement.

6.4 You indemnify us against any loss or damage we may suffer as a result of your use or attempted use or any use of the SERVICE.

7. Conduct

END USER is solely responsible for actions and the content of your transmissions through or in connection with the SERVICE, it being understood that each employee acts on behalf of any WorldDialPoint with which such employee is associated in all actions and submissions on or in connection with the SERVICE. END USER agrees:

(a) to abide by all applicable local, state, national, and international laws and regulations in your use of the SERVICE;

(b) not to use the SERVICE for illegal purposes;

(c) not to use or attempt to use another person's or entity's account, telephone number, SERVICE, system or other Confidential Access Information without authorization from the owner;

(d) to comply with all laws regarding the transmission of voice or technical data (including all export laws, regulations, and restrictions of Australia);

(e) not to make unsolicited contact, stalk, threaten, or harass anyone through, in connection with, or utilizing any data collected through the SERVICE;

(f) that WorldDialPoint neither endorse the content of any of your communications nor assume any responsibility for any threatening, libellous, obscene, harassing or offensive material contained in such materials, or any crime facilitated by use of the SERVICE;

(g) not to interfere or disrupt networks connected to the SERVICE or otherwise attempt to interfere with the proper function of the SERVICE; and

(h) not to attempt to obtain unauthorized access to the SERVICE.

(i) not to attempt to give false information on name and addresses of the account holder.

(j) not to give misleading information on business contact information.

(k) not to use the SERVICE via any sort of voice and internet gateways without any prior notice (eg. Access to Calling Card access numbers and dialup internet).

WorldDialPoint, at our sole discretion may immediately terminate your access to the SERVICE and/or this site should your conduct fail to conform to any provision of this AGREEMENT. Information and Lookup Tools for SZU (Standard Zone Units) can be found at the ACMA Website, www.acma.gov.au

8. Terms of use

8.1 Terms of use for Residential SERVICE / Pre-Paid Services

For Residential service USER, the SERVICE is provided to END USER as an individual user, for your personal, residential, non-business and non-professional use. This means that END USER are not to use it for any commercial or governmental activities, accessing dial-up services, access of any calling card service, profit-making or non-profit, including but not limited to home office, business, sales, tele-commuting, telemarketing (including without limitation charitable or political solicitation or polling), autodialing, continuous or extensive call forwarding, illegal fax broadcast, illegal fax blasting or any other activity that would be inconsistent with normal individual usage patterns. This also means that END USER are not to resell or transfer the SERVICE to any other person for any purpose, or make any charge for the use of the SERVICE, without express written permission from WorldDialPoint. END USER agree that your use of the SERVICE provided to END USER by any other person for any business or governmental purpose will obligate END USER to pay the higher rates for business service on account of all periods, including past periods, in which END USER use, or used, the SERVICE for business or governmental purposes. END USER is to use the SERVICE with a ratio of at least 5:1 (five incoming calls against one outgoing call, PSTN or mobile) unless a written consent is sent to WorldDialPoint and agreed by both parties, in this case the END USER and WorldDialPoint. WorldDialPoint reserves the right to immediately terminate or modify the Service, if WorldDialPoint determines, in its sole discretion, that Customer's SERVICE is being used for non-individual or business use. A residential address must be supplied to use the Residential SERVICE any Business USER using this plan will be deemed to pay any additional fees and they will be immediately changed over to the Business SERVICE without prior notice. Residential SERVICE invoices will not be supplied to END USER for pre-paid accounts. Pre-Paid USER's may request for an invoice to be sent to them, only for their account and by request, a small fee may apply to cover any cost involved. Post Paid Residential USER's will be supplied invoices every start of month for the previous month. END USER may request previous invoicing for his/her account by request only and a small fee may apply to cover any cost involved. Residential SERVICE Post-Paid invoices will be supplied to END USER every start of month for the previous month and a 15 days period for the invoice to be paid. Any outstanding invoices / payments after the 15 day period will be blocked till payment is received. If END USER invoice is not paid within 20 days from invoice an interest of 15% will be applied to any outstanding amount at the end of every month till payment is received. If END USER does not finalize the outstanding amount owed to WorldDialPoint within 60 days of the last invoice the END USER will be referred to a Debt Collector Agency and END USER account will be permanently terminated including and any ported number's / DID's. END USER may request previous invoicing for his/her account by request only, a small fee may be applied to cover any cost involved.

8.2 Terms of use for Business SERVICE - Resale, even for free is prohibited

For Business SERVICE user, the SERVICE is provided to END USER as a business user. This means that END USER are not to resell or transfer the SERVICE to any other person for any purpose, without express written permission from WorldDialPoint. END USER agree that the Business Plans do not confer the right to use the SERVICE for auto-dialing, continuous or extensive call forwarding, call centers (incoming or outgoing), telemarketing (including without limitation charitable or political solicitation or polling), accessing dial-up services, access of any calling card service, illegal fax broadcast, illegal fax blasting. WorldDialPoint reserves the right to immediately terminate or modify the SERVICE, if WorldDialPoint determines, in its sole discretion, that Customer's SERVICE is being used for any of the activities mentioned above. END USER is to use the SERVICE with a ratio of at least 5:1 (five incoming calls against one outgoing call, PSTN or mobile) unless a written consent is sent to WorldDialPoint and agreed by both parties, in this case the END USER and WorldDialPoint. A full business address and ABN/ACN number must be supplied to use the Business SERVICE any Residential USER using this plan will be suspended immediately and any credit lost with prior notice. Business SERVICE invoices will be supplied to END USER every start of month for the previous month and a 15 days period for the invoice to be paid. Any outstanding invoices / payments after the 15 day period will be blocked till payment is received. If END USER invoice is not paid within 20 days from invoice an interest of 15% will be applied to any outstanding amount at the end of every month till payment is received. If END USER does not finalize the outstanding amount owed to WorldDialPoint within 60 days of the last invoice the END USER will be referred to a Debt Collector Agency and END USER account will be permanently terminated including and any ported number's / DID's. END USER may request previous invoicing for his/her account by request only, a small fee may be apply to cover any cost involved.

As of 1st June 2011 - Any late Cheques sent after the due date of the Invoice will not be Processed till the next billing Invoice and a \$10.00 late processing fee will apply.

A \$10.00 late processing fee will apply to all Overdue invoices and followed by a suspension, till full payment is done.

Failed Automated Credited Card Payments will incur a \$10.00 dishonour fee as of 15th June 2011.

9. Call Duration

WorldDialPoint considers the duration of any calls, regardless of whether it is timed or per call in any WorldDialPoint SERVICE plans, in excess of 1 hour in one session to be excessive use. Such calls can be automatically terminated by the WorldDialPoint system without any further notice or warning.

10. Prohibited Uses

Any End User's use of the SERVICE or any other action that causes a disruption in the network integrity of WorldDialPoint or its vendors, whether directly or indirectly, is strictly prohibited and could result in termination of the SERVICE and/or payment for damages relating to such conduct. The End User understands that neither us nor our vendors are responsible for the content of the transmissions that may pass through the Internet and/or the SERVICE. The End User agrees that it will NOT use the SERVICE in ways that violate laws, infringe the rights of others, or interfere with the users, services, or equipment of the network. The End User agrees and represents that it is using the SERVICE for its own internal use only, and shall not resell the SERVICE thereof. The SERVICE is for the personal, residential and reasonable business use of the End User only. Such use shall not include certain activities, including but not limited to any autodialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, telemarketing or any other activity that would be inconsistent with personal, residential and reasonable business use patterns.

11. Changes to the Agreement and SERVICE

WorldDialPoint may change the terms and conditions this Agreement from time to time and at its discretion without prior notice. WorldDialPoint reserves the right to change, suspend or cancel the SERVICE, temporarily or permanently, with or without notice to the End User. WorldDialPoint will not be liable to the End User or any third party in the event that WorldDialPoint exercises its right to modify or discontinue the SERVICE.

12. Telephone Numbers

Any telephone number provided (the Number) to the End User shall be leased and not sold to the End User. The End User shall not obtain any rights, title or interest in the Number. A Number is not portable to other service providers. The End User is not to use the Number with any other device other than the approved equipment (the Equipment) without the express written permission of WorldDialPoint. WorldDialPoint reserves the right to change, cancel or move the Number at its discretion. Upon expiration, cancellation or termination of the SERVICE, the End User shall relinquish and discontinue use of any phone numbers, voice mail access numbers and/or web portals assigned to the End User by WorldDialPoint.

12.1 Only a minimum batch of 100 consecutive numbers are only allowed to be ported out of WorldDialPoint Network. For more Information please refer to Porting Agreement.

12.2 Caller ID Overstamping - WorldDialPoint will ONLY allow CLI Overstamping ONLY to Telephone numbers that are active and a Proof of ownership will be needed either via Fax or email from the account holder.

13. Fees

WorldDialPoint does not currently charge any fees to use The Inbound Internet calling SERVICE. WorldDialPoint reserves the right to change this policy at its sole discretion without prior notice. The End User is responsible for procuring and paying the costs for any software, hardware, or internet/broadband connection charges necessary to access and use the SERVICE.

14. Payment

All paid services new or recurring are prepaid.

Your initial use of the SERVICE authorizes us to charge the credit card account number on file with WorldDialPoint, including any changed information given if the card expires or is replaced, or if END USER substitute a different card, for recurring charges. This authorization will remain valid until 30 days after receives your written notice terminating authority to charge your credit card.

15. Refunds

WorldDialPoint will refund call charges if it can be demonstrated the customer has been incorrectly charged for the call. If a customer cancels the service, the account is suspended / blocked, there is no refund for the remaining call credit and any other portion of the monthly DID fees subscription.

16. Late/Non-payment

WorldDialPoint may terminate your SERVICE at any time in its sole discretion, if any charge to your credit card on file with us is declined or reversed, your credit card expires and you have not provided us with a valid replacement credit card or in case of any other non-payment of account charges.

17. Taxes

END USER are responsible for, and shall pay, any applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the

SERVICE or a Device. Such amounts are in addition to payment for the SERVICE or Devices and will be billed to your credit card as set forth in this Agreement.

18. Technical Support

WorldDialPoint provides the End User with technical support at its sole discretion and as limited to the SERVICE and the Equipment provided hereunder. Technical support is rendered from our premise, as available, via email or phone with the specified time found on the Contact Us page on our website. Support for other applications and uses is not provided or implied.

19. Termination

WorldDialPoint reserves the right to, in its sole discretion, suspend or discontinue your access to all or part of this site or the SERVICE, with or without notice. WorldDialPoint will not be liable to END USER or any third party for termination of the SERVICE.

20. Indemnification

The End User agrees to defend, indemnify and hold harmless WorldDialPoint, its directors, officers, shareholders, affiliates, agents, successors, assigns and vendors, from any claims or damages relating to this Agreement or a breach or violation of this Agreement, including reasonable attorneys' fees.

21. Number Porting

Local Number Portability (LNP) provides a means for customers to change their physical network connection from one carrier to another and retain their existing telephone number(s). Number portability is a key requirement for effective competition as it removes one of the major barriers for penetration of markets for new services and providers, namely the reluctance of customers to change their telephone number(s).

LNP is available where number ranges from a competitor carrier can be ported to WorldDialPoint. To facilitate local number porting bilateral agreements must be in place between the losing carrier and the gaining carrier.

WorldDialPoint can port numbers from the following carriers and carriage service providers:

- Telstra Corporation
- SingTel Optus
- Telecorp

Numbers can be ported from PSTN, ISDN and VoIP Services provided by these carriers and carriage service providers. Not all numbers can be ported from these carriers and some ports may be classified as Complex if they are being ported from an ISDN service or a PSTN service with Line Hunt/Rotary or Faxstream Duet for example.

21.1 Third Party Ports

A Number that was ported from an originating carrier to another carrier and then Ported to WorldDialPoint is possible. Third Party ports are only available between the carriers where a porting agreement exists. E.g. you cannot port a number originally assigned by AAPT and currently with Telstra, as AAPT are not party to a porting agreement, however you can port a number that was originally a Telstra number and is currently with Optus to WorldDialPoint as they are party to the porting agreement. These situations may change as more companies are joining the porting agreement.

21.2 Porting Categories

There are two Porting Categories, A and C. Category A ports are classified as Simple ports that involve a single number without any special features attached to the number. A Category C Port is where PSTN special features are kept in place up until the porting of the service and stripped at time of port. All ISDN Number ranges are classified as Complex Ports. WorldDialPoint shall advise on acceptance of the port by the losing carrier if the port will be a Category A or C Port. Numbers can only be ported between 9am and 5pm Monday-Friday.

A list of features on a PSTN service that may cause a Category A Port to be rejected includes;

- Line Hunt Rotary on a number
- Centrex Based Numbers
- Call Diversion only number
- Faxstream and Faxstream Enhanced services (including Faxstream Duet)
- ADSL/SSS Services

Numbers attached to these services may be ported, however these features will need to be disconnected before resubmitting the port or the Port will need to proceed as a Category C Port. If cancelling features on a service, please wait 2 business days before submitting the port request again. If canceling a Line Hunt or Rotary on a number and the end user requires calls to overflow to another number while the port request takes place, WorldDialPoint recommends setting up a call forward on busy service to the end-users other numbers. Calls that

are Call Forwarded may be charged at the applicable rate by the current provider of the service that the number is attached.

The following numbers associated with these services cannot be ported:

- Telstra SecuriDial lines
- Telstra Microlink

21.3 Porting Lead Times

Upon receiving the porting request, WorldDialPoint will receive an Accept or Reject request from the losing Carrier within approx. 5 Business Days. If the request is accepted, the earliest date the port can proceed is the next business day. If the request is classified as a Complex Category C Port, a requested date will be submitted to the losing carrier, and they will either accept or reject this date. The Maximum Lead Time for Category C Ports is 90 Days. If no date is specified in the porting request, WorldDialPoint will nominate a porting date. If a port request is rejected and needs to be resubmitted, cutover cannot take place for at least another 3 business days after the request is resubmitted.

21.4 Emergency Return

From the point in time 4 hours prior to the scheduled time for a port to take place the port cannot be cancelled except by initiating the Emergency Return Process. Should an Emergency Return be initiated at the customer's request or because the customer or their equipment maintainer failed to complete their specified work WorldDialPoint may recover associated inter-carrier charges by charging a fee to the customer. Once the port has been completed, there is a 2-hour period, during standard business hours, within which a customer is required to report any faults or problems, e.g. numbers that have not been ported properly or are not working. After the 2-hour period, WorldDialPoint will confirm with the losing carrier that the port has been completed successfully. If the customer has failed to report any faults during the given period, or faults have arisen after the period, the customer is responsible for contacting the losing carrier to arrange for the fault to be rectified.

21.5 During the Port

A successful port may take between 10 minutes and 2 hours. The end-user will be notified that there will be an outage of their existing telephone service while the port is being implemented; during this period:

- The losing carrier will block incoming calls at the exchange, thus no incoming calls can be received
- No outbound calls are allowed on the losing carrier's services

Cancellation of Old Services

Once the port has been successfully completed and the customer is confident with the incoming operation of the service, it is the losing carrier's responsibility to cancel the now redundant service. The end-user should be aware that the losing carrier might charge a fee for any numbers ported out from their Network.

21.6 Rebilled Services

If the end-user's service is rebilled by another provider, the end-user must supply you with the provider's wholesale account number (E.g. Telstra Wholesale Account Number). WorldDialPoint will reject porting requests should the account number or wholesale account number be invalid. Disconnection/Cancellation of a number or moving to another SZU

Should the customer disconnect the service that is associated with this number at any time, WorldDialPoint should be notified within five business days so that we can initiate the process of giving the number back to the carrier that owns the number, as per the rules of the LNP Industry Code. If the customer moves or relocates to a different SZU and their registered address changes, the Wholesale Customer will need to cancel this number and reallocate a number in the appropriate SZU.

Porting Numbers out from WorldDialPoint

Numbers can be ported out from WorldDialPoint to the Carriers or Carriage Service Providers that have previously been listed.

Updated: 15/02/2011

- added the word [illegal] to 8.1 and 8.2
- added to clause 2.5 (j) unless END USER send us written notice and followed by a written approval from WorldDialPoint. If Approval is rejected by WorldDialPoint END USER cannot re-sale the SERVICE
- added clause 2.5.1
- added to clause 3.3 the word [bank transfer]

Updated: 16/02/2011

- added to clause 8.2 continuation of sentence (unless a written consent is sent to WorldDialPoint and agreed by both parties, in this case the END USER and WorldDialPoint)

Updated: 30/04/2011

- added to clause 8.2:-1. As of 1st June 2011 - Any late Cheques sent after the due date of the Invoice will not be Processed till the next billing Invoice and a \$10.00 late processing fee will apply. 2. A \$10.00 late processing fee will apply to all Overdue invoices and followed by a suspension, till full payment is done. 3. Failed Automated Credited Card Payments will incur a \$10.00 dishonour fee as of 15th June 2011.

Updated: 03/02/2012

- added to clause 3.5. As of 3rd March 2012: Continuation of sentence (which have a login number starting with 6199015xxxx.)
- added clause 12.2. 12.2 Caller ID Overstamping - WorldDialPoint will ONLY allow CLI Overstamping ONLY to Telephone numbers that are active and a Proof of ownership will be needed either via Fax or email from the account holder.