

IMPORTANT NOTICE

This application form must be submitted along with a copy of your most recent phone bill from the provider we are porting the above listed number/s from. Please include both the first page showing the account number and also a page that shows the number/s you are requesting to port.

If you are requesting to port numbers from different locations to the billing address listed above, please include the address for each service on a separate document and submit this document with this form.

TERMS AND CONDITIONS

You must not deactivate your existing service when porting. Telephone numbers can only be ported while active.

- You may at any time prior to the Critical Order Point ask to reverse a Port Order. Once the Critical Order Point has been reached, the Prescribed Rescheduling Fees (see below) will be applied and will vary depending on the number of Services you wish to reverse. You accept that you are liable for all costs accumulated during the Porting process and will be required to pay these charges in full. For a definition of the Critical Order Point see Glossary and for associated potential charges, please refer below.

- Cloud Chat Group provides no guarantee that it 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 Cloud Chat Group 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 or if it is technically or financially unfeasible for Cloud Chat Group to provide you with a Service or for other reasons as stated in the LNP Industry Code. Please note that each time a Port Request is rejected, the Porting process will be delayed. If the Port is not completed within 90 days of you having signed this Customer Authority Form, you will be required to begin the process afresh.

- Cloud Chat Group provides no 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. Cutover can only be initiated at least 3 business days after the porting Notification Advice is sent by Cloud Chat Group to your current Service Provider. 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.

- There are a number of reasons why a Port may need to be rescheduled. In the following cases you will be charged an administration fee to facilitate this change:

- Should you ask to reschedule the Cut Over date for the Port within 10 Business Days of the determined Cut Over date, you will be charged the Prescribed Rescheduling Fee.
- Should you not be present 60 minutes prior to the designated Cut Over time for the Port, you will be charged the Prescribed Rescheduling Fee.
- Should you have provided incorrect information which may cause the Cut Over of a Port to be rescheduled, you will be charged the Prescribed Rescheduling Fee.

The Prescribed Rescheduling Fees are as follows: 1-10 services will incur a fee of \$495; 11-20 services will incur a fee of \$990; >20 services will incur a fee of \$2200.

- Cloud Chat Group reserves the right to charge fees for porting your Telephone Number to or from Cloud Chat Group VoIP network in order to recover costs passed on to us in order to facilitate your request.

- In the event of a port, withdrawal or reversal, Cloud Chat Group is not responsible for any period of outage.

- You may have outstanding contractual obligations and/or port-out costs owed to your current Service Provider. Cloud Chat Group is not liable for any such costs.

- Only your telephone number will be transferred to Cloud Chat Group. This may result in the loss of any Value Added Services that are associated with the service provided by your existing Service Provider (e.g. Voicemail).

- Local Number Portability (LNP) does not guarantee you can keep your telephone number if you move to a different geographic location.

- For the purpose of processing your application, Cloud Chat Group may need to disclose the details contained in this document to a credit management agency. Please be advised that these details will be provided in accordance with the National Privacy Principles and the Privacy Act 1988 (Cth). The following details may need to be disclosed – full name, company/business name, company/business and/or personal address, ABN or ACN. You authorise Cloud Chat Group to disclose this information to a credit management agency, and to use the derived credit information for the purpose of determining your application to port.

NBN

I hereby declare that the details supplied above are true and correct and authorise Cloud Chat Group Pty Ltd to process this application for the services indicated. I acknowledge that if this form has not been completed by the account holder, I personally will accept full responsibility of all costs and conditions of the service. I make this declaration in full knowledge of the consequences as a result of making this declaration. I acknowledge that I have been made aware of, read, understand and agree to be bound by the product Terms and Conditions, and the following conditions relating specifically to the above products/services.

- The service will be provided on a month by month basis, a 12 month contract term applies with a \$100 Connection Fee unless otherwise specified through e-mail.
- Services require 30 days written notice of cancellation at all times.
- Any NBN service in contract with Cloud Chat will receive an Early Termination Fee of the remaining amount left on the contract unless otherwise agreed upon over e-mail by Daniel Clements, Neville Clements, Kaye Clements or Matthew Clements.
- Customers will be notified by email upon activation of the service on the nominated telephone line. The term of contract and monthly billing will commence immediately. Cloud Chat will endeavour to ensure delivery of any hardware and installation of the service as close to this date as possible.
- The billing period commences on the first of the month. Payment for the first month will be calculated pro-rata the full monthly rate.
- Tax invoices or receipts (where applicable) will be delivered by email. The customer remains solely responsible for advising Cloud Chat Group Pty Ltd should their contact email address change at any time.
- If we are unsuccessful in processing a direct debit payment or if we have not received payment of an invoice within 14 days of date of that invoice, Cloud Chat reserves the right to suspend and/or cancel the service until payment is received. Reconnection/reactivation fees may apply.
- Plan change requests must be lodged at least 7 days prior to the 1st of the following month for the change to begin in that month.
- Data/plan downgrades are not permitted during the contract period.
- This application is not a request to cancel any existing service with Cloud Chat Group Pty Ltd or another service provider. The customer is responsible for terminating any such service.
- Cloud Chat is unable to assist with the configuration of the customer's wireless network. For instructions on how to complete this, the customer should refer to the manufacturer's web site and manuals.
- We may vary charges payable under your contract on 30 days' notice but: (a) variations are not retrospective; and (b) if your contract is for goods and/or services you may exercise Walk Away Rights within the 30 day notice period by notifying us in writing. "Walk Away Rights" means the right to cancel your contract and pay only usage or network access charges to the date your contract ends, and outstanding amounts for installation of equipment, and outstanding amounts for equipment that is compatible with other suppliers' services.
- NBN speed specified is the NBN access port speed, data transfer speeds to individual premises may differ based on a number of factors. Speed and uninterrupted use of service are not guaranteed. Not available to all customers in all areas.
- Provisioning time for the NBN service is approximately 20 business days.
- Data usage is calculated on downloads and uploads.
- Traffic will be shaped (reduced) to 128kbps once limit is reached and no excess data charges will be incurred.
- Only one simultaneous login is allowed.
- The NBN service is attached to the physical location and cannot be relocated to a different address or premises. Should a change of location be required, any existing contract will be broken, and a new contract will apply. We may at our discretion choose to discount the early termination fee if you are connecting a new service with us.
- A NBN capable router will be required to connect to the service.

Whilst connected to Cloud Chat if you report a NBN fault and a field technician is required to visit your premises in order to resolve the issue and the fault is found to be outside of our wholesaler's responsibility, please be advised that charges may apply. Any charges that apply will be billed by Cloud Chat at the start of the next calendar month to your existing payment method. The minimum charge for an incorrect callout fee is \$240.

Additional Information – What you should know

Porting Processes

- In order to Port your Telephone Number to the Cloud Chat Group VoIP Network, Cloud Chat Group will action two types of Ports – Category A Ports and Category C Ports, colloquially referred to as Simple and Complex Ports respectively.
- A Category A Port is used to Port in a standalone Telephone Number. This refers to a standard POTS (Plain Old Telephone Service) or PSTN Line that has no Value Added Services, such as Voicemail attached.
- A Category C Port is used to Port a Telephone Service which has been enhanced with Value Added Services such as Voicemail, Line Hunt, Faxstream Duet etc., or when porting a batch or range of numbers.
- It is recommended that prior to Porting, you deactivate all Value Added Services (refer to Value Added Services below) in order to facilitate a quicker and less complicated transfer to the Access4 VoIP Network.
- To put the Porting process in context, the average standard lead time for a Category A Port is 18 business days, however it can take longer. By contrast, the average lead time for a Category C Port is 51 business days, so it may be in your best interests to remove all Value Added Services prior to initiating a Port. With a Simple Port, you can start taking advantage of Cloud Chat Group VoIP Network's low rates sooner.
- There will be a period of downtime when your Telephone Service is transferred to the Cloud Chat Group VoIP Network, which may last up to 4 hours. If VoIP hardware or software configuration is also required the ported telephone number will not be active and operational until this work has been completed.

Value Added Services

Value Added Services are enhanced services that go beyond the standard scope of providing voice communications. A standard residential Service without enhancement such as Voicemail, DSL, Fax streaming etc. can be Ported to the Cloud Chat Group VoIP Network via a Simple Port. A standard residential Service with enhancements will need to be ported via a Complex Port. Complex Ports are also used when you are porting a batch or range of numbers. Examples of Value Added Services include:

- Fax Streaming / Faxstream Duet
- Enhanced Faxstream
- Spectrum Sharing
- DSL
- Siteline
- Line Hunt
- ANT1
- Analogue Indial
- Onramp 10, 20, 30
- CVPN
- Centel
- Onramp2
- Security Alarm / Back to Base Alarm

This list is not exhaustive. The reason this is the case is because Value Added Services are not governed by a unified standard. Ultimately, all CSPs will determine their own classification system, however this system of classification is formulated based on industry norms, so divergences in definition are minimal. It should be noted that when trying to Port a range or batch of numbers, if the numbers are all lined to a single Value Added Service, then all the numbers will need to be ported using a Category C process. If a Category A or C Port is attempted for only some of the Telephone Numbers in the range or batch, the Port will fail.

Glossary

- **Business Day** refers to any day that is not a Saturday, Sunday, National Public Holiday or a public holiday in your state or territory.
- **Critical Order Point** refers to the ten Business Days prior to the determined Cut Over date. If an order is cancelled at or after the Critical Order Point, you will be charged a punctuated fee depending on the number of lines you have ordered to port.
- **CSP** refers to a Carriage Service Provider, such as Cloud Chat Group.
- **Current Service Provider** refers to the Losing CSP/Carrier from whose network the Telephone Number is being transferred.
- **Customer Authorisation Form** refers to this form and any appendices and schedules attached.
- **Cut Over** refers to the time when your Telephone Number will be Ported to the Cloud Chat Group VoIP Network. There will be a period of downtime where your Service will be inactive. In most cases it last s for approximately 20 minutes, however it could last up to 4 hours, or longer as specified above.
- **Gaining CSP** refers to Cloud Chat Group, to whose network your Telephone Number will be ported.
- **Losing CSP** or **Losing Service Provider** is used interchangeably with Current Service Provider in this Customer Authority Form.
- **Port** refers to the transfer of a local telephone number/s between CSPs using the processes described in the Local Number Portability Code C540:2007, registered with the Australian Communications and Media Authority. The words Porting, Ported etc. have corresponding meanings.
- **Standard Hours of Operation** refers to the hours in which a Service will be Cut Over as described above.
- **Telephone Account Holder** is the person who is the registered as the Losing CSP's primary account contact.
- **Telephone Number** or **Telephone Service** refers to the local telephone number you have been issued with in accordance with the Telecommunications Act 1997 (Cth), the Numbering Plan 1997 (Cth) and all auxiliary Acts, Determinations and Industry Codes.
- **Value Added Services** refers to the enhanced services such as Voicemail etc. as described above.