



An Australian Government Initiative



National Relay Service—terms and conditions

By using the services provided by the NRS you are agreeing to these terms and conditions.

1. About these terms and conditions

- 1.1 These terms and conditions (**'Terms and Conditions'**) are an agreement between a user (referred to in these Terms and Conditions as **'you'**, with **'your'** having a corresponding meaning) of the National Relay Service (**'NRS'**) and the provider of the NRS, Australian Communication Exchange Limited (ACN 003 044 899) (the **'Relay Service Provider'**, also referred to in these Terms and Conditions as **'we'**, with **'us'** and **'our'** having corresponding meanings).
- 1.2 These Terms and Conditions govern your use of the NRS and our provision of the NRS.
- 1.3 These Terms and Conditions, among other things, permit us to interrupt, block, restrict or cancel your access to the NRS if you do not comply with certain Terms and Conditions. Such action will safeguard the National Relay Service brand and the provision of service to other NRS users.
- 1.4 These Terms and Conditions form the entire agreement between you and us relating to your use and our provision of the NRS and supersede all previous agreements and understandings, whether oral or in writing, in relation to the NRS.
- 1.5 These Terms and Conditions are governed by the law of the Australian State or Territory in which you ordinarily reside. You and we agree to submit to the jurisdiction of the courts of that State or Territory.

2. General terms and conditions of use

- 2.1 We will provide the NRS to you in accordance with these Terms and Conditions. The NRS includes the new services described in clause 3.1 below (**'New Services'**), and any other new services that may from time to time be added to the NRS.
- 2.2 While we will do everything within our reasonable control and capability to ensure that the NRS (other than the Video Relay Service) is available 24 hours a day, 7 days a week and that the Video Relay Service is available between the hours of 7am and 6pm Australian Eastern Standard Time, Monday to Friday inclusive (excluding national public holidays), we do not warrant that the NRS will be uninterrupted, continuous or error free. We do not accept any liability to you if there is an interruption to or fault in the NRS caused by any third party equipment or service that we do not provide or is not under our control, for example, telecommunications equipment, networks and services.
- 2.3 The NRS may only be used to make calls to or from persons who are deaf, or who have a hearing and/or speech impairment. Such a call constitutes a genuine relay call (**'Genuine Relay Call'**).

- 2.4 You must not:
- 2.4.1 Use, or allow any other person to use, the NRS for any unlawful purpose.
 - 2.4.2 Use the NRS in a manner that we reasonably consider may adversely affect the provision of the NRS to other NRS users.
 - 2.4.3 Use the NRS to make 'unwelcome communications'. Unwelcome communications are unsolicited communications that, by virtue of their content, frequency or timing, are offensive or tend to menace or harass the recipient.
- 2.5 We may, acting reasonably and subject to our obligations as the emergency call person for 106 under the *Telecommunications (Emergency Call Services) Determination 2009* to:
- 2.5.1 interrupt, block or disconnect any relay call that is not a Genuine Relay Call
 - 2.5.2 interrupt, block, disconnect or otherwise restrict your access to the NRS if you do not comply with your obligations under clause 2.4.
- 2.6 To call international, premium rate, and certain other numbers that we may notify to you, you must have an NRS account and Personal Identification Number (PIN) from us, or utilise a tele-card purchased for the Australian telephone network. If you do not pay any invoices related to the NRS within the required timeframe your access to such services via the NRS may be cancelled or restricted.
- 2.7 You are responsible at your own cost for providing any equipment necessary to access the NRS, including TTYs/TDDs, modems, computers, telephone and other equipment and for all costs and charges associated with telephone and internet services, including connection, call and data costs and charges.
- 2.8 With the agreement of the Commonwealth, changes may be made to the NRS or the manner in which the NRS is accessed or used. Notice of such changes and any changes to these Terms and Conditions will be published on www.communications.gov.au/accesshub.
- 2.9 Life threatening or time critical emergency calls made through the NRS by dialling 106 will be subject to monitoring and call recording as required by law. This is to ensure that calls relayed to an Emergency Services Organisation ('ESO'), such as the Police, or Fire, or Ambulance Services, may be recovered by the relevant ESO subject to strict compliance with the relevant legislation. The monitoring and recording of such calls is not for the purposes of coaching and training, but for the purposes of ensuring that access to critical information is available.
- 2.10 We and other NRS service providers must protect the security of any such information in accordance with our legal obligations, including under applicable legislation. All recorded or retained communications will be stored and protected as required by law, and will remain confidential in accordance with our legal obligations. We may disclose information and communications recorded or held by us in response to lawful disclosure requests from authorised State, Territory and Commonwealth government agencies.
- 2.11 Each time you make a call through the NRS, other than by dialling 106, your call may be recorded for coaching and training purposes, subject to your acknowledgement. We respect your privacy and will treat all calls with confidentiality. Robust information security protocols are applied in accordance with applicable legal obligations. We will comply with the privacy provisions of all applicable legislation, including the National Privacy Principles set out in the *Privacy Act 1988 (Cth)*.

- 2.12 To the maximum extent permitted by law, you exclude, and release us from, all liability to you (whether direct, indirect, consequential or otherwise) arising out of or in connection with your use of the NRS, unless such liability arises as a result of our negligence or any breach by us of our obligations under these Terms and Conditions or any applicable law.
- 2.13 Please note if you seek access to ESOs using Web and Internet-based devices and/or connections or a mobile network connection (including through a New Service), that access:
 - 2.13.1 may not be as reliable as directly dialling 106 with a TTY/TDD
 - 2.13.2 may not always be available depending on a number of issues such as internet connectivity and device coverage, and
 - 2.13.3 may not enable the emergency operator to identify your phone number or your location.

3. New service-specific terms and conditions

- 3.1 In addition to clauses 1 and 2 of these Terms and Conditions, this clause 3 applies specifically to the following new services: the Video Relay Service (**'Video Relay Service'**), the Web based captioned telephony service (**'Web Based Service'**), and the SMS Relay Service (**'SMS Service'**).
- 3.2 We may require you to register prior to use of the Web Based Service. It is your choice to opt in or out of use of the Web Based Service at any time. If you elect to opt out of the registration process, you will still be able to make a call through the Web Based Service, but may not be able to receive a call through that Service. In collecting or using information obtained through the registration process, we will comply with the privacy provisions of all applicable legislation, including the National Privacy Principles set out in the *Privacy Act 1988 (Cth)*.
- 3.3 Please note that the Video Relay Service is only available between the hours of 7am to 6pm Australian Eastern Standard Time, Monday to Friday inclusive (excluding national public holidays).