

## Service Schedule - Voice Services

*WHEN YOU DIAL '000' FROM THE VOICE SERVICES, YOU WILL BE CONNECTED TO EMERGENCY SERVICES. IT IS IMPERATIVE THAT YOU UNDERSTAND THAT THE VOICE SERVICES 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 VOICE SERVICES IS FLAWED, DISCONNECTED, FAULTY OR UNAVAILABLE. YOU MUST HAVE AN ALTERNATIVE TELECOMMUNICATIONS SERVICE SUCH AS A CELLULAR, FIXED LINE OR SATELLITE TELEPHONE CONNECTION TO CONTACT EMERGENCY SERVICES IN THE EVENT THAT THE VOICE SERVICES ARE UNAVAILABLE OR INOPERABLE AT ANY TIME.*

### 1. About this Service Schedule

- 1.1. This Service Schedule applies where an Application Form that you and we execute expressly provides for our supply of "Voice Services" to you.
- 1.2. This Service Schedule must be read in conjunction with our Terms of Service, as applicable and the other documents that comprise the Agreement. Words starting with a capital letter in this Service Schedule that are not otherwise defined in this Service Schedule have the meanings given to them in the Terms of Service.
- 1.3. You agree that the terms attached to or referenced from the Application Form are incorporated into this Service Schedule, and that any reference to "You", "Your" or "Customer" therein shall be deemed to refer to you.

### 2. Voice Services

- 2.1. Our Voice Services give you the exclusive right to use any phone number specified in the Quotation that is allocated to you (**Number**) to make and receive telephone calls (**Voice Services**).
- 2.2. If an Application Form specifies that you wish to transfer your existing Number or Numbers that is or are allocated to you by a third party telecommunications supplier (**Original Telecommunications Supplier**) to us, we undertake to use reasonable endeavours to port those Numbers to us. However, we do not warrant or guarantee the feasibility or success of such a port.
- 2.3. Porting may be unsuccessful for a number of reasons, including, because:
  - (a) we do not have a pre-established porting arrangement with your Original Telecommunications Supplier;
  - (b) the number is being used in connection with complex services by the Original Telecommunications Supplier;
  - (c) the number is part of a block of numbers and you have not requested us to port all of the numbers; or
  - (d) the number being ported is no longer active on the Original Telecommunications Supplier's network.
- 2.4. We and our suppliers will not be liable to you if the porting fails for reasons set out in clause 2.3. You warrant that you are authorised to port the relevant service number(s) and authorise us and our suppliers to undertake the porting process.
- 2.5. The availability of Voice Services is subject to, among other things, geographic availability, the underlying internet connection and any maintenance or downtime of our upstream suppliers who we rely on in order to provide you with the Voice Services.
- 2.6. All of our Voice Services require an underlying internet connection. You must take all necessary steps to ensure that the equipment connected to the Voice Service (including your computer network) is secured from unauthorised access, including by way of firewalls, and that voicemail and other systems are secured by passcodes that are regularly changed.
- 2.7. If an Application Form specifies that you require us to provide you with new Numbers, we will use our best endeavours to provide you with new Numbers by the date specified in the Application Form (**Available Date**). On and from the Available Date and for the duration of the Term, you will be entitled to use the Numbers allocated to you.

- 2.8. With respect to the Available Date:
  - (a) time will not be of the essence and any such Available Date is an estimate only; and
  - (b) where our selected supplier, if any, for the provisioning of any Voice Services (or any supplier service that we require in order to deliver any Voice Services) is unable to provision any Voice Services (or the relevant supplier service) by any agreed or estimated Available Date for those services for any reason, we may terminate the relevant Agreement at any time upon notice to you, without liability.
- 2.9. There may be delays in our provisioning of Voice Services to you. We will not be liable for any such delays where they are outside of our control. For example, one or more of our suppliers may seek to deliver any services necessary for us to provide the Voice Services using carrier rights and immunities under Schedule 3 of the *Telecommunications Act 1997* (Cth) and any nominated provisioning timeframes may be based on there being no objections by any building owner or occupier for such services. You hereby acknowledge that any such objections may delay the provisioning of any Voice Services. Further, where any such objection is sustained and our suppliers cancel the provisioning of any relevant services as a result thereof or for any other reason, we may be unable to deliver the Voice Services to you and in those circumstances, we reserve the right to terminate the Agreement without liability to you.
- 2.10. We reserve the right to outsource and deliver the Voice Services by such means as we determine in our sole discretion are appropriate as long as the technology and telecommunication types do not conflict with the Specifications.
- 2.11. In respect of Numbers that we provide to you or port in for you, in accordance with clauses 2.2 and 2.5:
  - (a) you must comply with any security policies, fair use policies and other procedures and policies as imposed by us or any third party whose content or services you access using the Voice Services that we notify to you. Despite any other provision of this Service Schedule, if you breach any policy that we notify you of, we may, at our sole discretion and without prior notification, suspend, limit or terminate the Voice Services;
  - (b) you must (before we connect the applicable Number to the Voice Services) provide us with any specific details or requirements relating to that Number or your End User (as applicable) that you need us to notify to the Number (including the need for disability assistance, call blocking or identification restrictions) prior to the completion of the transfer;
  - (c) you must complete, sign and return to us any porting authority form required by us in respect of any Numbers to be ported to us;
  - (d) such Numbers will be allocated by the Australian Communications and Media Authority (**ACMA**) and will be subject to availability on the Integrated Public Number Database (**IPND**). You must give us any information that we are required to provide to IPND or ACMA without delay upon our request in connection with any Number;
  - (e) you warrant that the service delivery address given to us is the address at which the Voice Services will be used and that you will advise us before any relocation of any Voice Service or handset used in conjunction with any Voice Service.
  - (f) we reserve the right to alter or replace any Number in order to comply with Australian regulations;
  - (g) we will disclose your name and address details to the IPND and such information may be used for directory services unless you nominate the number to be unlisted;
  - (h) you acknowledge that you and your End Users have no legal or beneficial right, title or interest in any Number allocated to you as part of the Voice Services;
  - (i) we will comply with the National Numbering Plan (**NNP**) and reserve the right to alter or replace any Number as a result of our compliance with the NNP, or with any direction from ACMA. We will use reasonable endeavours to provide you with at least 7

days' prior written notice of any numbering change that will affect the Voice Services or the Numbers supplied to you. Where at least 7 days' prior written notice is not practical in the circumstances, we will provide you with as much notice as is practicable.

- 2.12. No binding service levels apply to the Voice Services and where any service levels are set out in an Application Form or Documentation in respect of the Voice Services, such service levels are indicative targets only and any failure to satisfy such service levels will not be deemed to be a breach of the Agreement by us.
- 2.13. We will provide you and your End Users with access to emergency 000 services free of charge. However, we have no liability whatsoever if you or they are unable to access emergency 000 services at any time and from time to time. You must ensure that you and your End Users have the ability to dial emergency 000 services from another source other than the Voice Services.
- 2.14. You (and you must ensure that your End Users) acknowledge that the Voice Services are not a secure, private and confidential method of communication and the transmission of any data (including Your Data) on our network is at your, any End User's or other third party user's own risk.
- 2.15. You (and you must ensure that your End Users) acknowledge that we do not and cannot in any way supervise, edit or control the nature, content and form of any material available to be accessed through use of any Voice Service and that we are not responsible in any way for the nature, content and form of the material, access to that material or use of that material.
- 2.16. You (and you must ensure that your End Users) acknowledge that we will not be responsible for ensuring that any material sent or received by means of any Voice Service is sent or received correctly.
- 2.17. Our Voice Services must not be acquired or used to operate an outbound call centre or to make calls using a predictive dialer or other similar dialing system. In addition, you must not use, or permit any Voice Services to be used, to make threatening, unwelcome, hoax, or harassing telephone calls and you must have all the necessary rights to broadcast any audio that you apply to a Voice Service (e.g. 'music on hold') and to licence us and our suppliers to broadcast such audio on your behalf.
- 2.18. If the underlying internet service over which the Voice Service is provided is not functioning, such that a connection cannot be established between the calling device and our or our supplier's voice switch, the Voice Service will not function. In addition, the number of calls that can be made at any time is limited by the available uncongested bandwidth on your internet service. Each phone call made or received over the Voice Services requires a minimum of 100kbps of uncongested upstream and downstream bandwidth.
- 2.19. Some of our Voice Services can be used with physical handsets and others with "softphones", which are software-based handsets (that allows you to make and receive calls via your computer or other compatible device). The software is supplied for the Term under a license that you must accept at the time of installation.
- 2.20. We are not responsible for installation of any physical or softphone that you wish to use in connection with a Voice Service. You may self-install; engage (at your own cost) a service provider to install; or use a service provider recommended by us (**Recommended Installer**). If you wish to use a Recommended Installer:
  - (a) you acknowledge and consent to us providing the information contained in the Application Form to the Recommended Installer to be used only for the purpose of contacting you to organise a time for installation and to quote the relevant fees;
  - (b) the Recommended Installer will invoice you for the installation directly;
  - (c) you will liaise with the Recommended Installer directly regarding any installation faults or issues.

### 3. SIP Trunk

- 3.1. This clause 3 applies where an Application Form specifies that we will supply you with "SIP Trunk" services. SIP

Trunk services enable the making and receiving of telephone calls to an IP PBX or a Session Initiation Protocol (SIP) gateway device over an internet service.

- 3.2. The Application Form sets out your selected number of SIP voice sessions (i.e. the number of concurrent calls).
- 3.3. SIP Trunk is provided under Pay-As-You-Go (**PAYG**) or usage-based call plans. Usage-based call plans are subject to the following acceptable use policy:
  - (a) usage-based charges are based on usage volume for either outbound calls only or a combination of outbound and inbound calls. It will be deemed an Acceptable Use if your usage for outbound calls accounts for at least 40% of your overall call volume. For the avoidance of doubt, it is not an Acceptable Use if:
    - (i) the service is used for inbound calls only; or
    - (ii) the service comprises outbound and inbound calls, but the volume of inbound calls exceeds 60% of the overall call volume for the Service (measured across the service connecting to us in a given state over a given month);
  - (b) inbound calls from our or our suppliers' domestic 'inbound' services (including EasyDial 13, LocalDial 1300 and FreeDial 1800 services and/or Reach 13,1300,1800 Services), are excluded from the inbound call Acceptable Use policy; and
  - (c) any use of the Service which is not an Acceptable Use according to this clause 3.3 shall constitute a breach of the Agreement.

### 4. Your Obligations

- 4.1. You must:
  - (a) use the Numbers that we supply to you solely for the purposes of terminating and originating calls over the Voice Services;
  - (b) not modify or relocate the Voice Services or permit any End User or other person to do so, without our prior written approval;
  - (c) if you replace any services provided to you by an Original Telecommunications Supplier with services that rely in whole or in part on our provision of the Voice Services, you remain liable for all amounts owing to the Original Telecommunications Supplier if payable as a result of the transition from the services provided by the Original Telecommunications Supplier and/or the termination of any agreement with the Original Telecommunications Supplier;
  - (d) pay all Fees with respect to the Voice Services in accordance with the Payment Terms and must pay any other fees or charges that you, your End Users or any third party authorised by them incurs in connection with your or their use of the Voice Services (**Extra Charges**). Extra Charges include internet access costs, web browser costs, computer and smartphone equipment costs, telecommunications costs, data costs and roaming charges. If there are any Extra Charges owed to our Third-Party Providers, those Extra Charges will be directly paid to them upon your payment of our invoice;
  - (e) pay for all calls made through a Voice Service, whether or not you have authorised the calls or your equipment or systems have been accessed without consent.

### 5. Call Charges and payment

- 5.1. We may monitor your actual usage of the Voice Services against the call plan selected by you, as set out in the applicable Quotation or as otherwise agreed (**Call Plan**), including the duration and types of calls you, your End Users or any third party authorised by them may make.
- 5.2. Your monthly call usage is determined in accordance with the rates specified in the relevant Quotation (**Monthly Usage Fee**), which may be subject to change on 30 days' notice from us to you from time to time.
- 5.3. If your usage exceeds the limitations set out in the Call Plan, you must pay the excess usage charges set out in the Call Plan or Quotation (as applicable). If we determine that your usage of the Voice Services is excessive, unreasonable or interferes with our provision of the Voice Services to our customers, we

reserve the right to suspend, limit or terminate the Voice Services.

- 5.4. You must pay the Monthly Usage Fee in accordance with the Payment Terms irrespective of whether you use all of your Call Plan. For the avoidance of doubt, the Monthly Usage Fee is in addition to any Fees payable to us under this Service Schedule and any unused inclusions in your Call Plan will be forfeited and do not rollover to the next calendar month.
- 5.5. Monthly recurring charges are payable in advance with the first month's charges to be pro-rata based on the service activation date. Usage charges are billed monthly in arrears.
- 5.6. Call charges are billed per second and rounded up to \$0.01 for individual timed calls that are rated less than \$0.01.

## **6. Support Services**

- 6.1. As part of the Voice Services, we will provide you with the following services:
  - (a) we will operate a support helpdesk through which you can request technical support from us with respect to the Voice Services (**Support Request**) if there is an error with the Voice Services (**Error**);
  - (b) if you issue a Support Request, we will:
    - (i) acknowledge receipt of the Support Request and assign a priority to the Error (low, medium, high or critical); and
    - (ii) use our best endeavours to resolve the Error; or
    - (iii) escalate the Support Request to the relevant Third Party Provider for resolution,  
(together, the **Voice Support Services**).
- 6.2. All Support Requests must be made by telephone call to our telephone helpdesk (during Business Hours) or by emailing our helpdesk (at any time) using the helpdesk telephone number or email address specified in the Application Form or otherwise notified to you.
- 6.3. For the avoidance of doubt, we have no obligation under the Agreement to provide Voice Support Services or technical support services other than in respect of the Voice Services specified in the Application Form. Further, we have no obligation to perform any Voice Support Services or technical support services in respect of an Error caused by:
  - (a) your use of any Voice Services in combination with equipment that they are not compatible with;
  - (b) modification or reconfiguration of any network or device not performed or authorised by us;
  - (c) any obsolete or out of warranty hardware or software comprising or installed on any network device by you; or
  - (d) any other matter beyond our reasonable control,  
(each, an **Excluded Event**).
- 6.4. In order to resolve an Error with Voice Services, we or our suppliers may need to temporarily suspend its operation. You hereby authorise us and them to do so.

## **7. Liability**

- 7.1. We exclude all liability to you for any loss or damage you may incur in respect of the Voice Services as a result of or arising out of any:
  - (a) delay in transferring or allocating a Number due to an event outside of our reasonable control; or
  - (b) use or misuse of the '000' emergency service call functionality.

## **8. Termination, suspension and cancellation**

- 8.1. We may terminate the Voice Services and the relevant Agreement:
  - (a) under clause 2.8(b) of this Service Schedule or otherwise pursuant to any provision of the Agreement;
  - (b) if you port out your Number.
- 8.2. Any port out of a Number by you will be deemed to constitute written notice of your intention to terminate the Voice Services for that Number and we will cease to provide you with the Voice Services for that Number on the date that the port of the Number away from the Voice Services takes effect.