

## Terms and Conditions for VOIP Services, Including Handset Rental:

These Terms and Conditions ("Agreement") represent a legal agreement between you ("Customer") and the VOIP service provider ("Provider") for the use of VOIP services, including handset rental. By using the VOIP services, you acknowledge that you have read, understood, and agreed to the terms and conditions set forth in this Agreement.

### 1. Service:

- 1.1. The Provider will make commercially reasonable efforts to provide VOIP services and ensure that they are available to the Customer but makes no warranty or guarantee that the services will be uninterrupted, error-free, or free from any delay, virus, or other harmful component.
- 1.2. The Provider reserves the right to change the VOIP services, including the features and pricing of the service, at any time without prior notice.
- 1.3. Call Packs Definition:  
Call packs are provided to endpoints in 2 variants outlined in the below table:

<b>Executive User - Bundled</b>	Executive User - Bundled VOIP Phone plan Includes AU and NZ Mobile and National calls, Voicemail user, Virtual Park user, Auto Attendant (IVR), Call queue/centre agents, Call Recording - Lite
<b>Common Phone License</b>	Common Phone License No call packages included. Outbound calls charged at standard PAYG rates – <b>Outlined in 3.5 Call Rate (Schedule A)</b>

### 2. Handset Rental:

- 2.1. The Provider offers handset rental for use with the VOIP services.
- 2.2. The Customer agrees to pay the rental fee for the handset as agreed upon during the signup process.
- 2.3. The Customer must return the handset to the Provider in the same condition as it was received, subject to normal wear and tear, upon termination of the service.
- 2.4. If the handset is damaged or lost, the Customer will be responsible for the replacement cost of the handset.

### 3. Payment and Billing:

- 3.1. The Customer agrees to pay all fees and charges associated with the VOIP services and handset rental.
- 3.2. The Provider may bill the Customer in advance or in arrears, depending on the billing cycle agreed upon during the signup process.
- 3.3. The Customer will be responsible for all applicable taxes, fees, and surcharges associated with the services.
- 3.4. Failure to pay any fees or charges may result in suspension or termination of the service.
- 3.5. The customer agrees that all fees and charge must be on a direct debit basis or a credit card kept on file.

### 3.5. Call Rates (Schedule A)

#### Phone System Per Minute Rates

Call rates are charged per minute in 1 second intervals

National Calls – AU	\$0.06
National Calls – NZ	\$0.06
Mobile Calls – AU	\$0.13
Mobile Calls – NZ	\$0.13
1300 Inbound Calls AU	\$0.06
1800 Inbound Calls AU	\$0.06
0800 Inbound Calls National NZ	
0800 Inbound Calls Mobile NZ	

#### Phone System Per Call Rates:

Local Calls (not on SIP / NZ)	\$0.10
Premium (131/1300)	\$0.30

### 4. Customer Responsibilities:

- 4.1. The Customer is responsible for providing accurate and up-to-date information during the signup process.
- 4.2. The Customer is also responsible for keeping their account information, including billing and payment information, up to date.
- 4.3. The Customer agrees to use the VOIP services and handset rental in compliance with all applicable laws, regulations, and this Agreement.
- 4.4. The Customer agrees not to use the VOIP services for any illegal, fraudulent, or improper purpose.

### 5. Minimum Operating Requirements:

- 5.1. There are minimum operating requirements and conditions which must be met in order for certain Services to operate in their intended way. These minimum operating requirements and conditions are set out below in this section and/or advised by us from time to time.
- 5.2. It is your sole and on-going responsibility to ensure you comply with these minimum operating requirements and conditions and we have no liability for any loss or faults due to your failure to comply.
- 5.3. UCaaS products, Cloud SIP and Cloud ISDN Channels require a minimum of 100k of available bandwidth per active voice channel to meet the requirements for reliable voice quality.
- 5.4. UCaaS products supporting video need to allocate between 512k and 4092k of bandwidth per session depending on the video quality selected.
- 5.5. It is your sole and on-going responsibility to ensure you procure the necessary connectivity to allow the services to operate at an optimal level as per clause 4.3 and 4.4. In the event the connectivity is not suitable we will use our best efforts to ensure the Services will operate as required under Your Contract but are not liable for any damage or loss you incur, if you decide to provision the Services in another way.
- 5.6. DID numbers are required as an additional service to allow communication onto the public network.

- 5.7. Cloud SIP and Cloud ISDN Channels provided as a Trunk will only accept the following CODECs:
- G711 alaw (20ms Packetisation)
  - G711 ulaw (20ms Packetisation)
- 5.8. Call Packs are allocated at the enterprise level only and every individual user must have their own call pack assigned. Call Packs cannot be mixed and matched in the same Enterprise.
- 5.9. Service availability and quality may differ from a standard telephone service as it is subject to network and internet congestion and your compliance with the minimum operating requirements.
- 5.10. You accept that the Service may not be appropriate if a user has a disability, serious illness, life threatening condition or if for any other reason a user requires uninterrupted phone line access to 000 emergency services. If a user requires uninterrupted phone line access to emergency services, it is your responsibility to notify them of the requirement to ensure such access and we will not be liable for any loss suffered due to any failure to procure such access.
- 5.11. We provide a defined list of compatible hardware which is available, we accept no liability and are not required to provide support if you connect unauthorized or untested devices.

Device ID	Device Type	Manufacturer	Model	Status
7	Handset	Polycom	SoundStation IP5000	Limited Support, End of Sale
92	Handset	Polycom	SoundStation IP6000	Limited Support, End of Sale
8	Handset	Polycom	SoundStation IP7000	Limited Support, End of Sale
2	Handset	Polycom	VVX1500	Limited Support, End of Sale
160	Handset	Yealink	CP860	Limited Support, End of Sale
3	Handset	Polycom	VVX 300	Supported, End of Sale
4	Handset	Polycom	VVX 400	Supported, End of Sale
5	Handset	Polycom	VVX 500	Supported, End of Sale
6	Handset	Polycom	VVX 600	Supported, End of Sale
30	Handset	Polycom	VVX310	Supported, End of Sale
33	Handset	Polycom	VVX410	Supported, End of Sale
373	ATA	Cisco	ATA191	Supported
676	ATA	Cisco	ATA192	Supported

331	Handset	Cisco	CP-6821-3PCC	Supported
334	Handset	Cisco	CP-6841-3PCC	Supported
328	Handset	Cisco	CP-6851-3PCC	Supported
337	Handset	Cisco	CP-7811-3PCC	Supported
340	Handset	Cisco	CP-7821-3PCC	Supported
287	Handset	Cisco	CP-7841-3PCC	Supported
278	Handset	Cisco	CP-7861-3PCC	Supported
346	Handset	Cisco	CP-8811-3PCC	Supported
355	Handset	Cisco	CP-8841-3PCC	Supported
284	Handset	Cisco	CP-8845-3PCC	Supported
349	Handset	Cisco	CP-8851-3PCC	Supported
343	Handset	Cisco	CP-8861-3PCC	Supported
281	Handset	Cisco	CP-8865-3PCC	Supported
686	ATA	Grandstream	HT801	Supported
497	ATA	Grandstream	HT802	Supported
681	ATA	Grandstream	HT812	Supported
187	ATA	Obihai	OBI302	Supported
23	Handset	Panasonic	KX-HDV-230	Supported
192	Handset	Panasonic	KX-TGP-600	Supported
275	Handset	Polycom	Trio 8500	Supported
57	Handset	Polycom	Trio 8800	Supported
1	Handset	Polycom	VVX101	Supported
290	Handset	Polycom	VVX150	Supported
27	Handset	Polycom	VVX201	Supported
293	Handset	Polycom	VVX250	Supported
128	Handset	Polycom	VVX301	Supported
131	Handset	Polycom	VVX311	Supported
296	Handset	Polycom	VVX350	Supported
134	Handset	Polycom	VVX401	Supported
137	Handset	Polycom	VVX411	Supported
299	Handset	Polycom	VVX450	Supported
140	Handset	Polycom	VVX501	Supported
143	Handset	Polycom	VVX601	Supported
249	Handset	Yealink	CP920	Supported
326	Handset	Yealink	CP930W Conference	Supported

			Phone inc Base Station	
198	Handset	Yealink	CP960	Supported
737	Handset	Yealink	CP965	Supported
66	Handset	Yealink	T19P E2	Supported
110	Handset	Yealink	T21 E2	Supported
98	Handset	Yealink	T23G	Supported
237	Handset	Yealink	T27G	Supported
101	Handset	Yealink	T27P	Supported
621	Handset	Yealink	T30	Supported
625	Handset	Yealink	T30P	Supported
629	Handset	Yealink	T31	Supported
637	Handset	Yealink	T31G	Supported
633	Handset	Yealink	T31P	Supported
645	Handset	Yealink	T33G	Supported
641	Handset	Yealink	T33P	Supported
107	Handset	Yealink	T41P	Supported
172	Handset	Yealink	T41S	Supported
158	Handset	Yealink	T42G	Supported
175	Handset	Yealink	T42S	Supported
589	Handset	Yealink	T43U	Supported
95	Handset	Yealink	T46G	Supported
178	Handset	Yealink	T46S	Supported
593	Handset	Yealink	T46U	Supported
63	Handset	Yealink	T48G	Supported
181	Handset	Yealink	T48S	Supported
605	Handset	Yealink	T48U	Supported
116	Handset	Yealink	T49G	Supported
267	Handset	Yealink	T52S	Supported
358	Handset	Yealink	T53W	Supported
270	Handset	Yealink	T54S	Supported
361	Handset	Yealink	T54W	Supported
258	Handset	Yealink	T56A	Supported
385	Handset	Yealink	T57W	Supported
273	Handset	Yealink	T58A	Supported
184	Handset	Yealink	T58V	Supported
732	Handset	Yealink	T58W	Supported
376	Handset	Yealink	VP59	Supported
104	Handset	Yealink	W52P	Supported
391	Handset	Yealink	W53P	Supported
113	Handset	Yealink	W56P	Supported
264	Handset	Yealink	W60B	Supported
697	Handset	Yealink	W70B	Supported
376	Handset	Yealink	VP59	Supported
104	Handset	Yealink	W52P	Supported
391	Handset	Yealink	W53P	Supported
113	Handset	Yealink	W56P	Supported
264	Handset	Yealink	W60B	Supported
697	Handset	Yealink	W70B	Supported

## 6. Fault reporting and target response and restoration times

- 6.1. Before reporting any faults to us, you must triage the issue and take all reasonable steps to ensure there is no fault with any third-party equipment/services or within your administrative domain.
- 6.2. If you rely on equipment supplied by us, you must specifically ensure that such equipment is connected, receiving power, and cooling as required to be operational.
- 6.3. As soon as you have confirmed that the fault is related to the Service supplied by us, that fault must be:
  - (i) logged through our service desk via email and you must supply all required information as instructed in the Helpdesk Guide; or
  - (ii) in the event that email is not available, through our support desk number outlined in the Helpdesk Guide.
- 6.4. We will respond to faults in order of their severity as set out in the following table:

**Fault Severity Classification Table**

Severity	UCaaS, CCaaS, Managed Voice
Critical	Loss of ability to make and receive calls impacting >10% of enterprise Inability to make emergency services calls Complete loss of connectivity <sup>(1)</sup> responsiveness
Major	Loss of ability to make and receive calls impacting <10% of enterprise Loss of enterprise feature e.g., Voicemail or IVR Intermittent phone registration / call problems or connectivity issues <sup>(1)</sup> Persistent call quality issues
Minor	Individual call and or phone registration issues Phone handset DOA and warranty claims <sup>(2)</sup> Intermittent call quality issues
Informational / MAC	Moves, Adds and Changes not available in SASBOSS or need to be requested manually including Informational billing / usage / CDR requests
(1) Loss of connectivity does not apply to services where we cannot see an issue in the cluster and the problem is limited to your Enterprise  (2) BYO devices are not supported by our Help Desk	

- 6.5. Depending on the severity of the fault (as classified above) we will use our reasonable efforts to provide a response, restoration and a resolution within the times set out in the following table:

**Target Response, Restoration & Resolution Times**

Severity	Response Time	Restoration <sup>(3)</sup>	Resolution	Coverage
Critical	15 Minutes <sup>(1)(2)</sup>	4 Hours <sup>(2) (5) (3)</sup>	24 Hours <sup>(2)</sup>	24x7
Major	1 Hour <sup>(2)</sup>	8 Hours <sup>(2) (3)</sup>	2 Business Days <sup>(2)</sup>	Business Hours
Minor	1 Business Day <sup>(2)</sup>	2 Business Days <sup>(3)</sup>	2 Business Days	Business Hours
Informational / MAC	1 Business Day	NA	2 Business Days	Business Hours

Critical faults which occur after-hours will have an extended response time of 1 hour.

Does not apply to Webex Communicator (PC and Mac) Webex UC-One (IOS and Android) or other application clients.

Restoration is aimed at resolving the immediate issue to get the customer working. This is a temporary fix and further remediation work may be required in order for there to be a resolution. In some circumstances there will be no need for restoration and the fault can be rectified and a resolution reached immediately.

In cases where restoration is dependent on access to customer sites afterhours, if such access is not granted then targets cannot be achieved.

Tickets waiting on the partner with no response for 10 days will be closed as resolved.

**7. Termination:**

- 7.1. The Customer may terminate the VOIP services at any time by giving written notice to the Provider.
- 7.2. The Provider may terminate the service immediately if the Customer breaches any provision of this Agreement.
- 7.3. Upon termination, the Customer must return the handset to the Provider and pay any outstanding fees or charges.

**8. 7. Disclaimer of Warranties:**

- 8.1. The Provider makes no warranties, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose, with respect to the VOIP services and handset rental.
- 8.2. The Provider makes no warranty that the services will meet the Customer's requirements or that the services will be error-free or uninterrupted.

**9. 8. Limitation of Liability:**

- 9.1. The Provider shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with the use of the VOIP services and handset rental.
- 9.2. The total liability of the Provider for any claim arising out of or in connection with this Agreement shall not exceed the total amount paid by the Customer to the Provider for the services during the six (6) months preceding the claim.

**10. 9. Indemnification:**

- 10.1. The Customer agrees to indemnify and hold harmless the Provider and its affiliates, officers, directors, employees, and agents from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the Customer's use of the VOIP services and handset rental.

**11. 10. Governing Law and Dispute Resolution:**

- 11.1. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction where the Provider is located. Any dispute arising out of or in connection with this Agreement shall be resolved through arbitration.