

Service Schedule – Voice Services

1. About this Service Schedule

- 1.1. This Service Schedule applies where a Quotation 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, as applicable.

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 telephone calls (**Voice Services**).
- 2.2. If a Quotation specifies that you wish to transfer your existing Numbers that 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. The availability of Voice Services is subject to, among other things, geographic availability and any maintenance or downtime of our upstream Third Party Providers who provide us with goods or services that we rely on in order to provide you with the Voice Services.
- 2.4. If a Quotation 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 Quotation (**Available Date**).
- 2.5. 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 Third Party Provider, 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.
- 2.6. There may be delays in our provisioning of Voice Services to you. We will not be liable for any such delays. For example, one or more of our Third Party Providers 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 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 cancel the provisioning of any relevant services, 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.
- 2.7. We reserve the right to outsource the Voice Services and to deliver the Voice Services by such means as we determine in our discretion are appropriate as long as the technology and telecommunications types do not conflict with the Specifications.
- 2.8. In respect of Numbers that we provide to you:
 - (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, without

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 and/or your End User (as applicable) that you need us to apply to the Number (including the need for disability assistance, call blocking or identification restrictions) prior to the completion of the transfer;
 - (c) 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;
 - (d) you acknowledge that you and your End Users have no right, title or interest in any Number allocated to you as part of the Voice Services;
 - (e) 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 and/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;
 - (f) you must not transfer any Number that we allocate to you to another service provider (**Port Out**) during the Minimum Period; and
 - (g) you may Port Out any Number after the Minimum Period after giving us prior written notice of your intention to do so.
- 2.9. No binding service levels apply to the Voice Services and where any service levels are set out in a Quotation 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.
 - 2.10. 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.
 - 2.11. You acknowledge that our network is not a secure, private and confidential method of communication and the transmission of any data (including Your Data) on our network is at your or their own risk.

3. Your obligations

- 3.1. 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, tamper with 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 a third party (**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 or your End Users incur in connection with your or their use of the Voice Services (**Extra Charges**). Extra Charges include internet access costs, web browser, 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; and
- (e) must include in your agreements with your End Users, the following paragraph:
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.

4. Call Charges and payment

- 4.1. 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 and/or your End Users make.
- 4.2. 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, as determined by us in our absolute discretion.
- 4.3. 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 and/or Quotation (as applicable). If we or our Third Party Providers 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.
- 4.4. You must pay the Monthly Usage Fee in accordance with the Payment Terms irrespective of whether you use all of the inclusions in your Call Plan. For the avoidance of doubt, the Monthly Usage Fee is in addition to any other Fees payable to us under this Service Schedule and any unused inclusions in your Call Plan do not rollover to the next calendar month.
- 4.5. Call charges are billed per second and rounded up to \$0.01 for individual timed calls that are rated less than \$0.01.
- 4.6. We will use our best endeavours to invoice all applicable Fees with respect to a billing period for Voice Services in the invoice that is issued after that billing period. However, we reserve the right to include Fees in respect of a billing period in any later invoice and you must pay all Fees notwithstanding any delay in invoicing those Fees to you.
- 4.7. 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; and/or
 - (b) use or misuse by you or your End Users of '000' emergency service call functionality.

5. Termination, suspension and cancellation

- 5.1. We may terminate the supply of the Voice Services and the relevant Agreement:
- (a) under clause 2.5 or otherwise pursuant to any provision of the Agreement;
 - (b) for your irrevocable breach of the Agreement if you Port Out any Number during the Minimum Period; or

- (c) for your irrevocable breach of the Agreement if you Port Out any Number after the Minimum Period without providing us with prior written notice of the Port Out.
- 5.2. 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 and from the effective date of termination.

