

**UNIFIED COMMS SERVICE SCHEDULE  
AUSTRALIA  
-WHOLESALE ONLY-**

**(Includes IP Tel, Virtual Connect, UC-ONE, SIP Trunks and National Inbound Services, Vocus Hosted Voice (VHV), Reseller Connect Voice (RCV) & Dubber Call Recording Service)**

## **1 DEFINITIONS**

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- 1.1 Defined terms in the Standard Terms and Conditions have the same meaning in this Service Schedule unless expressed to the contrary. In this Service Schedule, unless the context otherwise requires:

**ACMA** means the Australian Communications and Media Authority.

**Audio and Video Conferencing** is the conduct of an online, multiuser, conference setup using servers in Vocus' data centre which allow two or more parties to communicate by simultaneous two-way audio transmissions in the case of Audio conferencing, and by simultaneous two-way video and audio transmissions in the case of Video conferencing.

**Call Plan** means the call plan selected by the Customer as set out in the Service Order or as subsequently agreed by Vocus. **VHV Call Recording Service** is a hosted service which allows the Customer to capture and store voice calls which are made over the Vocus Hosted Voice (VHV) Service.

**CPE** means Supplied Equipment purchased outright from Vocus or rented from Vocus which is located at the Customer's premises including (without limitation) desk phones.

**Customer** means the Customer described in the Service Order and any of its employees, sub-contractors, agents and representatives.

**Dubber Call Recording Service** means a cloud-based call recording service and associated tools provided by Dubber, allowing the Customer to record and store the incoming and outgoing voice calls over the Sip Trunk Service, IP Tel Service or Smart UC Service.

**Dubber Call Recording Service** means a cloud-based call recording service and associated tools provided by Dubber, allowing the Customer to record and store the incoming and outgoing voice calls over the Sip Trunk Service, IP Tel Service or Smart UC Service.

**End Users** means a customer of the Customer.

**Establishment Fee** means the establishment fee payable by the Customer and set out in the Service Order.

**IP Tel Service** is hosted unified communications where a virtual switch hosted in Vocus' data centres provides hosted voice and video capabilities.

**IPND** means the Integrated Public Number Database.

**MyRoom** is a team collaboration tool that allows team collaboration with voice and video conferencing, chat, sharing and the capability to extend the invitation to external parties.

**National Inbound Services** means a service which allows the Customer to manage inbound calls.

**National Numbering Plan** means the framework for the numbering and carriage services in Australia maintained by the ACMA.

**NTD** means network termination device.

**OTT Services** mean over the top services and refers to the connectivity architecture where SIP connection between the Customer and Vocus is established over the internet and not via a private connection. For avoidance of doubt, OTT refers to all cases of connectivity over the internet irrespective of Customer's internet service provider.

**Platform** means the technology solution, including the Dubber web portal, developed by Dubber for the provision of the Dubber Call Recording Service

**Priority Assistance** has the meaning given to that term in the Priority Assistance for Life Threatening Medical Conditions Code ACIF C609:2007.

**Priority Customer** has the meaning given to that term in the Priority Assistance for Life Threatening Medical Conditions Code ACIF C609:2007.

**Professional Services Rate Card** means the document setting out Vocus' then current rates and charges for services not expressly stated as included with the Service in the Agreement which is available to the Customer upon request.

**Provisional Priority Customer** has the meaning given to that term in the Priority Assistance for Life Threatening Medical Conditions Code ACIF C609:2007.

**RCV** means Reseller Connect Voice

**Reseller Connect Voice or RCV** is the product name for the voice service sold as an add-on with NBN Connect Seamless Experience, NBN internet service provided by Vocus.

**Service Interface** means the physical interface at the Service Delivery Point by which the Customer connects to the SIP Trunk Service.

**Service Delivery Point** means the sites at which Vocus will install the Vocus Equipment necessary to provide the Service Interface as specified in the Service Order.

**Service Request** mean a request from the Customer for information, advice, add, move, change or access to an IT function

**Services** means the SIP Trunk Service, the IP Tel Service, Audio and Video Conferencing, UC-One Service, the Call Recording Service, UC Access, the Vocus Hosted Voice (VHV) Service, Dubber Call Recording Service and "Service" means any one of them.

**SIP Trunk Service** enables a switch to be connected to the PSTN via SIP/IP/RTP connectivity rather than traditional ISDN/PRI/POTS type connectivity.

**Smart Number** means a 13,1300 or 1800 telephone number that can be used to make phone numbers more memorable when they can be translated into phonewords e.g. 13 CATS (13 2287) or are patterned numbers e.g. 1300 222 222. These numbers are only available through an auction process and are subject to different charges than normal phone numbers.

**Standard Terms and Conditions** means the standard terms and Conditions between Vocus and the Customer governing the general terms and conditions on which Services are provided under this Service Schedule and any applicable Service Order from time to time, available at <https://www.vocus.com.au/legal-contracts>

**Standard Zone Unit** is a charging area defined by the ACMA.

**Toll Fraud** means the unauthorised use of the Service via hacking or other illegal means.

**Transition Out Services** means the services provided by Vocus at the request of the Customer to facilitate the transfer of a Service provided by Vocus to another service provider or to the Customer and includes the retention of Customer Content by Vocus for a period after the expiry or termination of the Service.

**UC Access** means the service that is used to carry the traffic for the IP Tel Service, SIP Trunk Service, Audio and Video Conferencing or Call Recording Service which can be delivered over an Ethernet service or an IP WAN service.

**UC-One Service** is the provision of access to voice, video, file sharing, instant message and presence services using the UC-One software application.

**Virtual Connect Desktop** means a software client that provides access to voice, video, click to dial (only using Microsoft Outlook in a windows environment only), MyRoom, instant message and presence services.

**Virtual Connect Mobile** means a software client that provides access to voice, video, MyRoom services, instant message and presence services on customer's mobile devices which support the software client.

**Virtual Connect Services** means Virtual Connect Desktop and/or Virtual Connect Mobile as the case may be.

**Vocus Hosted Voice (VHV) Service** is hosted unified communications service where a virtual switch hosted in Vocus' data centres provides hosted voice and video and billing capability.

**Vocus SLA** means Vocus' service level agreement which can be found at <http://www.vocus.com.au/legal-contracts>, as amended from time to time.

## 2 STANDARD TERMS AND CONDITIONS APPLY

- 2.1 This Service Schedule applies to the first and any subsequent Service Orders for any of the Services executed by the Customer and Vocus.
- 2.2 Vocus will provide Services to the Customer on the terms of the Standard Terms and Conditions, this Service Schedule and any applicable Service Orders, all of which are binding on the Customer. The Customer must use the Services (and, where applicable, will ensure that its End Users use the Services) in accordance with the terms of the Standard Terms and Conditions, this Service Schedule, any applicable Service Orders and all applicable laws.
- 2.3 Vocus may vary the Service if reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on the Customer.

## PART A SERVICES

### 3 APPLICATION OF PART A OF SERVICE SCHEDULE

- 3.1 Part A of this Service Schedule applies to the Services.

### 4 CALL PLAN AND CHARGES

- 4.1 Vocus will monitor call usage against the Call Plan on a monthly basis and the Customer agrees and accepts that Vocus monitors call type and duration.
- 4.2 Call usage is calculated based on the rates applicable to the Call Plan as set out in the Service Order or which are otherwise made available by Vocus to the Customer. The Customer agrees and accepts that Vocus may amend the rates at any time by giving to the Customer:
  - (a) subject to clause 4.2(b), 14 days' written notice; or
  - (b) where the Customer is a reseller or wholesaler of the Service, 5 days' written notice.
- 4.3 Call charges are billed per second and rounded up to 3 decimal places. Minimum call charge is \$0.01.
- 4.4 The Customer is responsible for ensuring that all Customer Equipment is secure and Vocus is not liable for call charges resulting from Toll Fraud and reserve the right to pass such call charges on in full to the Customer.

## **5 REASONABLE USE**

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- 5.1 Customers must not use the Services unreasonably. Unreasonable use include (without limitation):
- (a) Where the customer has included calls as part of their Call Plan:
    - i running a telemarketing business or call centre; or
    - ii making more than 200 calls per IP Tel user per calendar month, or more than 500 calls per SIP channel per calendar month, with maximum call duration of 360 minutes per call.
  - (b) Re-supplying or reselling any Service without the prior consent of Vocus.
  - (c) Wholesale of any Service (e.g. transit, refile or aggregate domestic or international traffic) on Vocus network;
  - (d) Setting up switch devices which overcome subscription and/or pricing charges, potentially limiting the ability of other customers to access the Service.
- 5.2 In the event that the Customer uses the Services unreasonably as described in clause 5.1, Vocus may at its discretion notify the Customer that call charges apply to all calls at Vocus' then current call rates which are available upon request and the Customer must pay those call charges or elect to terminate the affected Services for breach by the Customer pursuant to the terms of the Standard Terms and Conditions.

## **6 SERVICE ACTIVATION**

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- 6.1 Vocus will endeavour to install the Services within the time frames set out in the Vocus SLA.
- 6.2 The Customer acknowledges that if it wishes to relocate the Customer Premises, Vocus may not be able to continue to provide the Services at the new location. The Customer should confirm with Vocus by lodging a request at least 30 days prior to relocating the Customer Premises that Vocus is able to continue to provide the service at the new location. Any relocation or modification of an existing Service requires a Service Activation Period as set out in the Vocus SLA. The relocation or modification of an existing Service will only be performed when an actionable order in a form as directed by Vocus is received and accepted by Vocus.
- 6.3 The Customer agrees and acknowledges that:
- (a) no rebates apply in respect of any failure to install the Services within the service activation periods; and
  - (b) establishment charges apply where new sites are added to an existing Service.

## **7 SERVICE AVAILABILITY AND QUALITY**

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- 7.1 Subject to clause 7.2, Vocus will provide the Services in accordance with the Vocus SLA.
- 7.2 The Vocus SLA does not apply where the Customer does not access the Services via UC Access provided by Vocus.
- 7.3 Where the Services are OTT Services, the Vocus SLA does not apply and OTT Services are provided on a reasonable efforts basis.
- 7.4 Vocus may charge for Service Requests in accordance with its then current Professional Services Rate Card.
- 7.5 The Customer agrees that in order to use UCOne, Virtual Connect or the Dubber Call Recording Service, it may be required to install programs which may be accompanied by a separate licence agreement requiring acceptance prior to installation and that those programs will be governed solely by such licence agreements.

- 7.6 The Customer acknowledges that the Virtual Connect Services and UC-One Services may not be compatible with all devices and environments. It is the Customers responsibility to ensure the Customer Equipment is compatible with the Services.
- 7.7 IN case of VHV Call Recording Service, all recordings are stored in Vocus' data centres and are only accessible by the Customer through the Vocus network on a portal site. The Customer authorises Vocus to host its Call Recordings in Vocus' data centres within Vocus' Network facilities located in Australia. The Customer may access the Call Recordings by downloading the relevant media file from the portal over the Vocus network. The Customer is responsible for obtaining and maintaining the necessary software and equipment required for it to download, access and listen to the Call Recordings. In case of Dubber Cal Recording Service, all recordings are stored on the Dubber platform which may be hosted on a Dubber or third party cloud or other infrastructure chosen by Dubber.
- 7.8 Except for the Vocus Hosted Voice (VHV) Service and Dubber Call Recording Service except where otherwise agreed, all Call Recordings will automatically be deleted and purged by Vocus without notice after 45 days from the initial recording date unless otherwise agreed between Vocus and the Customer at an additional cost as set out in the Service Order.
- 7.9 In the event the Customer wishes to continue to access the Call Recordings after 45 days from the initial recording date, the Customer must at their own discretion download the Call Recordings from the portal site to store offline at their own expense unless otherwise agreed in writing with Vocus. This clause does not apply to the Dubber Call Recording Service.
- 7.10 The Customer accepts and acknowledges the following conditions apply to the MyRoom feature:
- (a) Customer should not provision more than 3 MyRoom bridges for each Broadsoft group as part of their Service and there must be no more than 1 My Room bridge per 25 collaboration user licenses.
  - (b) Customer should not allocate more than 50 participants at any one time per MyRoom bridge (notwithstanding the number of MyRoom clients in use at that time); and
  - (c) Customer should limit to a max of 15 participants permitted at any one time for any one MyRoom client.
  - (d) MyRoom cannot be re-sold as a standalone audio/video bridge
- 7.11 Any contravention by the Customer of the limitations set out in clause 7.10 is considered a material breach and Vocus may exercise its rights as set out in the Standard Terms and Conditions or may charge the Customer for its unauthorised use of the Service.

## **8 UNAUTHORISED MODIFICATION OF EQUIPMENT**

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- 8.1 Vocus is not responsible for the Customer's inability to access the Services or for any degradation in Service quality which is caused by any unauthorised modification made by the Customer to the CPE or Vocus Equipment.
- 8.2 Vocus reserves the right to charge the Customer a fee for any work it is required to do to rectify any CPE or Vocus Equipment that has been modified without authorisation in order to restore the Customer's access to the Services.

## **9 CONFIGURATION**

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- 9.1 Where applicable as set out in the Service Order or as otherwise agreed between the parties, Vocus provides configuration services on a best endeavours basis. Without limiting the above, the Customer is responsible for ensuring that the information provided to Vocus to provide such configuration services is complete and accurate.

## **10 PASSWORDS AND ACCOUNT SECURITY**

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- 10.1 Where applicable, Vocus will assign to the Customer secure passwords.

- 10.2 The Customer is responsible for maintaining the confidentiality of passwords associated with all accounts the Customer is provided access to. The Customer and its users may modify its account passwords.

## **11 SERVICE NUMBERS**

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- 11.1 The SIP Trunk Service, IP Tel Service and Reseller Connect Voice Service use a geographical number and are fixed location services. SIP Trunk Services, IP Tel Services and Reseller Connect Voice Services may only be used at fixed locations as nominated in the Service Order.
- 11.2 Should the Customer physically relocate the SIP Trunk Service or IP Tel Service or Reseller Connect Voice Service or any part of it to a different site address, the Customer is responsible for informing Vocus of its new site address as soon as it is known. Numbers ranges for SIP Trunk Services or IP Tel Services or Reseller Connect Voice Service may not be assigned outside its associated Standard Zone Unit.
- 11.3 Vocus will comply with the National Numbering Plan and reserves the right to alter or replace any number as a result of compliance with the National Numbering Plan or with any direction from the ACMA. Vocus will inform the
- 11.4 Customer if any alternation or replacement of number by Vocus is likely to or does affect the Customer.
- 11.5 The Customer acknowledges that it has no right, title or interest in any telephone number allocated to it by Vocus in providing the Service.
- 11.6 If the Customer applies to port geographic service numbers from another supplier's service to the SIP Trunk Service or IP Tel Service (Local Number Porting or LNP), Vocus does not warrant that numbers can be successfully ported to Vocus or vice versa. Local Number Porting involving complex porting is subject to extended lead times.
- 11.7 Vocus will pass on to the Customer, and the Customer must pay to Vocus, all charges payable to another supplier arising from LNP including, without limitation, any charges payable if the date for LNP is rescheduled at the request of the Customer.
- 11.8 If the Customer does not request barring call line identification (CLI) in respect of calls made from the SIP Trunk Service or IP Tel Service or Reseller Connect Voice Service, when a call is made from the SIP Trunk Service or IP Tel Service or Reseller Connect Voice Service, the Customer's telephone number may be sent automatically to the equipment of the called party. If a party calling the SIP Trunk Service or IP Tel Service or Reseller Connect Voice Service has not barred CLI for calls made from its equipment, the telephone number of the calling party may be displayed on the screen of the Customer's handset, which receives the call, if the handset is technically capable of displaying CLI.
- 11.9 Where the SIP Trunk Service or IP Tel Service includes the provision of a phone number, Vocus will mark the phone number as 'unlisted' in IPND's directory listing.
- 11.10 Upon the termination of a SIP Trunk Service or IP Tel Service or Reseller Connect Voice Service, Vocus may release to the Customer's new service provider the telephone number that was ported to Vocus from the Customer's previous service provider and used in connection with a SIP Trunk Service or IP Tel Service if the new service provider is able to accept such a number. The Customer must request in writing the transfer upon termination or expiry of the SIP Trunk Service or IP Tel Service.
- 11.11 The Customer agrees that where it allocates Vocus numbers to its End Users and those End Users receive a carriage service from the Customer, the Customer has an obligation under the Telecommunications Act to provide the Integrated Public Number Database (IPND) Manager with the required accurate address information to maintain the IPND database.

## **12 TELEPHONY FEATURES**

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- 12.1 The telephony features available are subject to change from time to time and Vocus may vary the telephony features if reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on the Customer.



## 13 DISCLAIMERS

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- 13.1 Subject to clause 7, except for any warranties implied by law which cannot be legally excluded, Vocus does not warrant that the Services are or will be free of errors, defects or interruptions, or will be available at all times.
- 13.2 The Service does not support or is not suitable for:
- (a) persons requiring Priority Assistance, a Priority Customer or a Provisional Priority Customer; and
  - (b) use in circumstances where life- threatening emergencies can occur (for example, it is not suitable for use in police stations, fire stations, emergency service provider call centres, medical practices, hospitals and the like).

## 14 CUSTOMER RESPONSIBILITIES

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- 14.1 The Customer must ensure that users of the VHV Call Recording & Dubber Call Recording Service obtain the express consent of all parties to the communication to the recording of the communication before using the Call Recording Service to record the communication. In the event consent is not obtained from all parties to the communication, the Customer must not, and ensure that its users of the Call Recording Service do not, use the Call Recording Service in respect of the communication, or terminate the communication if it is not able to deactivate the Call Recording Service for the particular communication.

## 15 UC ACCESS SERVICES

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- 15.1 If the Customer orders a UC Access service or if the Service is delivered over Vocus fibre, Vocus will provide those service in accordance with the applicable Service Schedules for those:
- (a) the Ethernet/IPWAN or NBN service schedule available from Vocus where UC Access is used to deliver a SIP Trunk Service; or
  - (b) the IP WAN service schedule available from Vocus where UC Access is used to deliver an IP Tel Service.

## 16 OTT SERVICES

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- 16.1 The Customer accepts and acknowledges that:
- (a) Virtual Connect Services and UC-One Services are deemed OTT Services and no service level agreement applies; and (b) Any aspect of OTT Services that involve third parties' programs or software are provided by Vocus on a reasonable efforts basis and Vocus is not in any way liable for any faults or interruption the Customer encounters with those OTT Services; and
  - (b) Availability of OTT Services such as Virtual Connect Mobile may not be available due to coverage issues.

## 17 TRANSITION OUT

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- 17.1 If the Customer requires Transition Out Services:
- (a) The Customer must, at least 30 days prior to the date of termination or expiry of the Service, give written notice to Vocus requesting that Vocus provide it with Transition Out Services and specifying the nature and extent of Transition Out Services required; and
  - (b) If the Customer issues the notice above, and Vocus agrees to provide some or all of the requested Transition Out Services, Vocus will determine, and advise the Customer of, the Transition Out Services which Vocus agrees to provide and the fees payable by the Customer for the performance of those Transition Out Services which are payable in advance of Vocus performing the Transition Out Services ("**Transition Out Fees**").

- 17.2 Upon the Customer paying the Transition Out Fees, Vocus will perform Transition Out Services for the Customer. The Transition Out Services are provided on a best efforts basis and that Vocus is not liable for any costs, damages, expenses or liabilities of whatsoever kind including without limitation loss of data, loss of service or loss of revenue whether directly or indirectly as a result of the Transition Out Services howsoever arising.

## **18 CPE WARRANTY**

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- 18.1 Vocus warrants that the CPE will be free from defects in material and workmanship under normal use ("**Warranty**").
- 18.2 Subject to 18.3, CPE provided to Customers on:
- (a) an outright purchase basis will be subject to the manufacturer's warranty terms only.
  - (b) a rental basis will be subject to the manufacturer's warranty terms, in addition throughout the term of the Services, Vocus will repair or replace faulty CPE with the same or equivalent CPE subject to availability from the manufacturer.
- 18.3 The Warranty does not apply if the CPE:
- (a) has been altered, except by Vocus or its authorized representative;
  - (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Vocus;
  - (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or
  - (d) is licensed for beta, evaluation, testing or demonstration purposes.
- 18.4 The Customer is responsible for the cost of returning goods to Vocus for warranty service and the Customer may be responsible for additional costs including (but not limited to) freight and travel.

## **19 NBN SERVICE TERMS**

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- 19.1 Notwithstanding anything else in this Service Schedule or the Standard Terms and Conditions:
- (a) to the extent permitted by law and without excluding, restricting or modifying any rights or remedies to which Customer may be entitled to under the consumer guarantee provisions in Parts 3-2 and 5-4 of the Australian Consumer Law, Customer must not bring any claim (including any action, suit or proceedings of any nature or kind, whether in contract, tort (including negligence) at common law, in equity, under statute or otherwise however arising) against NBN Co Ltd, its Related Bodies Corporate or any of their respective Personnel in connection with the supply (or any delay, failure to or defect in relation to the supply) of any products or services which are direct or indirect inputs to any products or services which are the subject of this Service Schedule;
  - (b) sub-paragraph (a) does not apply to a claim by Customer for loss or damage suffered or incurred by Customer arising from or in connection with:
    - i. any damage to, or loss of, tangible property to the extent that such losses are caused or contributed to by NBN Co Ltd, its Related Bodies Corporate or any of their respective Personnel or third party suppliers;
    - ii. the death or personal injury of any person to the extent caused or contributed to by:
      - (A) negligent or willful acts or omissions of NBN Co Ltd, its Related Bodies Corporate or any of their respective Personnel or third party suppliers; or
      - (B) any equipment or network owned, operated or controlled by NBN Co Ltd;
  - (c) Vocus may assign the benefit of this section to NBN Co Ltd or its nominee without consent or, to the extent that consent is required, Customer hereby gives that consent;



- (d) To the extent that the Customer resupplies the Service, Customer must include sub-paragraph (a), subparagraph (b) and sub-paragraph (c) in its contracts with downstream customers and End Users as though:
- i. references to "Customer" were references to the relevant downstream customer or End User;
  - ii. references to "this Agreement" were references to the contract between Customer and the relevant downstream customer or End User; and
  - iii. the reference to "Vocus" in clause sub-paragraph (c) were a reference to Customer.

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## **PART B NATIONAL INBOUND SERVICES**

### **20 APPLICATION OF PART B OF SERVICE SCHEDULE**

- 20.1 Part B of this Service Schedule applies to National Inbound Services.

### **21 NATIONAL INBOUND SERVICES**

- 21.1 National Inbound Services provide an inbound call facility to a 13, 1300 or 1800 number, where calls can then be routed to terminated on numbers in Australia nominated by the Customer in the Service Order.
- 21.2 The Customer agrees that additional mandatory government charges and reservation charges may apply to 13, 1300 and 1800 numbers which are payable by the Customer.
- 21.3 The Customer agrees and acknowledges that:
- (a) Additional installation charges may be payable based on the features requested by the Customer from time to time;
  - (b) Upon request by Vocus, the Customer must provide to Vocus evidence of the Customer's right to use Smart Numbers;
  - (c) Charges apply for inbound calls received at rates set out in the Service Order; and
  - (d) The Customer is not able to make calls with this National Inbound Service and that it needs to have an alternative voice service in place to make outbound calls.

### **22 APPLICABLE CLAUSES**

- 22.1 Clauses 5 (but excluding clause 5.1(a)), 6, 7.1 to 7.4, 8, 9, 10, 12, 13 and 17 in Part A of this Service Schedule also apply to National Inbound Services.

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## **PART C VOCUS HOSTED VOICE (VHV) SPECIFIC TERMS**

### **23 APPLICATION OF PART C OF SERVICE SCHEDULE**

- 23.1 Part C of this Service Schedule applies to Vocus Hosted Voice (VHV) Services

### **24 VOCUS HOSTED VOICE (VHV) SERVICES**

- 24.1 Customer is responsible for all activity occurring under your End User accounts and you shall comply with all applicable laws and regulations in connection with your use and your End User's use of the Services, including but not limited to those related to data privacy, international communications, the transmission of technical or personal data and export control laws and regulations. You shall:
- (a) Notify Vocus immediately of any unauthorised use of any password or account or any other known or suspected breach of security with respect to the Services;

- (b) Report to Vocus immediately and use reasonable efforts to stop immediately any copying or distribution or misuse of content, Vocus technology, Services or deliverables that become known to or suspected by you; and (c) Not impersonate another Vocus user or provide false identity information to gain access to or use the Services

**24.2 Customer agrees that where the Services are resold:**

- (a) Customer will only resell a Service in accordance with the terms and conditions set out in this Agreement;
- (b) Vocus will not be responsible to you or to any of your End Users for any failure or delay in the provision of a Service, to the extent that such failure or delay is caused by or contributed to by any action or inaction on your part or on the part of any of your End Users; (c) You will be solely responsible (to the extent permitted by law) for any use of a Service or part of a Service by your End Users;
- (c) You will indemnify Vocus from all losses, expenses, damages and costs incurred or ordered against Vocus in relation to any act or omission by you or your End Users in connection with the Services;
- (e) You will not infringe Vocus intellectual property rights in the Services; and (f) You will independently prepare your own services packaging, pricing and terms of service.

**24.3 No contract, obligation or other legal relationship is created between Vocus and your End Users by this Agreement. Your End Users will have no right to enforce any part of this Agreement.**

**24.4 You will ensure that a provision is included in each contract with your End Users in respect of the Services which:**

- (a) Provides that your End Users consent to you sharing information about them with us to the extent necessary to enable us to provide the Services;
- (b) Provides that Vocus and its Related Bodies Corporate does not provide, grant or confer any benefit right or privilege on any of your End Users;
- (c) Excludes (to the maximum extent permitted by law) all liability of Vocus and its Related Bodies Corporate arising in respect of the Services.

**24.5 Any intellectual property rights owned by Vocus prior to the date of this Agreement will continue to be owned by Vocus. All intellectual property rights in any improvements or changes to any Service devised by any person during the time in which the Services are being provided shall belong to Vocus.**

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**PART D RESELLER CONNECT VOICE (RCV) SPECIFIC TERMS**

**25 APPLICATION OF PART D OF SERVICE SCHEDULE**

**25.1 Part D of this Service Schedule applies to Reseller Voice Connect**

**26 RESELLER CONNECT VOICE (RCV)**

**26.1 Reseller Connect Voice provides a single voice service bundled with an active NBN Connect Seamless Experience Change wholesale NBN service.**

**26.2 RCV can be provisioned only on Vocus supplied CPE.**

**26.3 Any modification or cancellation to the associated NBN service may impact the functionality of Reseller Connect Voice service.**

**26.4 Vocus will not be responsible for any service disruption to the Reseller Connect Voice service when the associated NBN data service is transferred to a different provider.**

**26.5 RCV Premium plan include Local, National and Mobile calls only. All other call types are charged as per the rates specified in the Vocus Service Order.**

**26.6 The Customer agrees that where it allocates Vocus numbers to its End Users and those End Users receive a carriage service from the Customer, the Customer has an obligation under the IPND Code to provide the IPND**

Manager with the required accurate address information to maintain the IPND database. IPND Code can be accessed is available on ACMA website. <https://www.acma.gov.au/theACMA/integrated-public-number-database-ipnd-industry-code-c555-2008>

## **27 FAIR USE POLICY**

- 27.1 A Fair Use Policy applies to RCV Premium plans with call inclusions. Customer averages  $\leq$  120 minutes of Local and National calls combined, and  $\leq$  120 minutes of mobile calls calculated per billing month. For the calculation of averages, only the services with Premium plans are included.
- 27.2 In the event that the Customer exceeds the averages mentioned in 27.2, Vocus may at its discretion notify the Customer that additional call charges will apply to the calls exceeding the averages at the then current call rates.

## **28 APPLICABLE CLAUSES**

- 28.1 Clauses 2, 3, 4, 5 (but excluding 5.1.ii), 6, 7 (but excluding 7.5, 7.6, 7.7, 7.8, 7.9, 7.10, 7.11), 8, 9, 10, 11, 12, 13 in PART A of this Service Schedule is applicable for Reseller Connect Voice

## **29 DUBBER CALL RECORDING**

- 29.1 In relation to the Dubber Call recording Service, customer accepts and acknowledges that:
- (a) Vocus grants to the Customer a non-exclusive, non-transferable, royalty free licence to use the Platform and Services (including any Intellectual Property Rights subsisting in the Platform) and distribute, resell and sub-licence the Services to third parties during the Term for the purposes set out in this agreement, including to receive the benefit of the Services and to supply the Services.
  - (b) In addition to the rights granted under clause 29.1(a), the Customer may market and distribute the Services in combination with third party service offerings and/or products from time to time and Intellectual Property Rights therein, are and will remain the sole and exclusive property of Dubber and its licensors, if any, whether they are separate or combined with any other service offerings during the Term. The Platform and the Services (and all associated documentation) and all or products
  - (c) It is responsible for allocating unique login details to administer user accounts; and that it is responsible for maintaining the confidentiality of all login information for its accounts.
  - (d) Calls may be subject to interception where Vocus is directed to intercept communications by ASIO and/or certain domestic law enforcement agencies.
  - (e) Vocus and/or any third party reserves the right to make a change to the Service from time to time.
  - (f) Vocus may increase fees and charges associated to the Service by giving one months' notice.
  - (g) Vocus is not responsible for any changes or deletions made to Call Recordings by the Customer.
  - (h) Vocus makes no warranty or guarantee, express or implied, in respect of the Services and/or Platform. Customer acknowledges and agrees that use of the Services and the Platform is at Customer's own risk and that Dubber provides the Services and the Platform on an "as is" basis "with all faults" and "as available".
  - (i) Service is subject to third party Terms of Service and Privacy Policy available at: <https://www.dubber.net/terms/> ; and <https://www.dubber.net/privacy>