



# VOCUS COLLABORATION POWERED BY ZOOM | PRODUCT SERVICE SCHEDULE

## 1 DEFINITIONS

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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:

**Administration Dashboard** means the online console(s) and/or tool(s) provided by either Zoom or Vocus to Customer for administering the Services.

**Call Plan** means the call plan selected by the Customer which indicates the rates and minimum spend (if applicable) as set out in the Service Order or subsequently sent to the Customer.

**Customer Data** means data provided to Vocus or Zoom by or on behalf of the Customer.

**Customer Personal Information** means the Personal Information contained within the Customer Data.

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

**Documentation** means the Zoom documentation in the form generally made available by Zoom to its customers for use with the Services at <https://www.vocus.com.au/unified-comms/zoom-collaboration>, as may be updated from time to time.

**Effective Date** is the date on which this service schedule and any associated Service Order is executed between the parties.

**Emergency Security Issue** means either: (a) the Customer's or the Customer's End Users' use of the Services in violation of the RUP, which could disrupt: (i) the Services; (ii) third parties' use of the Services; or (iii) the Zoom network or servers used to provide the Services; or (b) unauthorised third party access to the Services.

**European Data Protection Legislation** means, as applicable: (a) any national provisions adopted pursuant to the Directive; (b) the Federal Data Protection Act of 19 June 1992 (Switzerland); (c) the GDPR; and/or (d) any other data protection or privacy legislation in force in the European Economic Area or Switzerland.

**Fees** means the applicable fees for each Service and any applicable taxes provided in the applicable service order.

**Fixed Term** means the term of an individual Service as specified in a Service Order.

**Hardware Provider** means any distributor or manufacturer of hardware device(s) certified by Zoom.

**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. OTT refers to all cases of connectivity over the internet irrespective Customer's internet service provider.

**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.

**Privacy Policy** means the terms describing Zoom's data protection and processing obligations with respect to customers, at <https://zoom.us/privacy>, as amended from time to time or as otherwise advised by Vocus.

**Reasonable Use Policy** or RUP means the acceptable use policy for the Services: <https://zoom.us/reasonableusepolicy>, as amended from time to time.

**Services** also referred to as **Products**, means the Zoom services described in the Services Summary.



**Software** means any downloadable tools, or software applications or other such proprietary computer software provided by Zoom in connection with the Services, which may be downloaded by Customer, and any updates Zoom may make to such Software from time to time.

**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 on the Vocus website at: <https://www.vocus.com.au/legalcontracts>.

**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.

**User Licence** is a paid Zoom user account.

**Vocus Managed Services** the service Vocus will provide to the Customer as part of the managed service offering.

**Zoom or Zoom Collaboration** means the Zoom Video Communications, which is a remote conferencing application that enables remote conferencing services combining video conferencing, online meetings, chat and mobile collaboration.

**Zoom User Account** means the user account used by customers to manage their Zoom service.

**Zoom Terms** means collectively, the terms and conditions at <https://zoom.us/terms>, <https://zoom.us/privacy>, <https://zoom.us/reasonableusepolicy> and <https://zoom.us/docs/en-us/EULA-terms-of-service.html>

## 2 SERVICE ACTIVATION

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- 2.1 We will endeavour to install the Vocus Collaborate Services within the timeframes set out in the Vocus SLA.
- 2.2 Once the Service is activated and we have sent to you the Ready for Service (**RFS**) notification by email, we will commence billing you on the first date of the next month and this will include any pro rata usage recorded from the RFS date.
- 2.3 If you wish to relocate your service address: (a) you must lodge a request with us at least 30 days prior to relocating your service address; (b) then, we will confirm whether we are able to continue providing the Vocus Collaborate service at the new location, and update the IPND records for emergency services; and (c) you acknowledge that we may not be able to continue providing the unified communications Services at the new location.
- 2.4 Any relocation or modification of an existing Vocus Collaborate Service is subject to the Service Activation Period as set out in the Vocus SLA.
- 2.5 You agree and acknowledge that: (a) no rebates apply in respect of any failure to install the Vocus Collaborate Services within the Service Activation Periods; and (b) establishment charges may apply where new sites are added to an existing Service.

## 3 PROVISIONING OF SERVICES

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- 3.1 **Resale of Zoom Services.** The Services supplied under this Service Schedule are resold Zoom services. The Services may be used in conjunction with Vocus products or services.
- 3.2 **Service Level Agreements.** Vocus will provide the Services on a best efforts basis. Customer acknowledges that otherwise, no SLA will apply. Vocus will work on behalf of the Customer for any issues raised around the Zoom services as part of the managed service offering.
- 3.3 **Services Use.** Subject to this Agreement, during the Term, Customer may use the Services, but may not sublicense or transfer these rights.
- 3.4 **Administration Dashboard.** As part of receiving the Services, Customer will have access to a Zoom Administration Dashboard, through which Customer may administer the Services.



- 3.5 **Zoom Account.** Vocus Collaborate uses the Zoom platform. The Customer must have a Zoom Account to use the Services and is responsible for the information it provides to Vocus to create the Account. For clarity, the Customer will not be billed via the Zoom Account but by the Vocus billing account. The security of the passwords for the Zoom Account and for any use of the Zoom Account is solely the responsibility of the customer. If Customer becomes aware of any unauthorised use of its password or its Zoom Account, Customer will notify Vocus as promptly as possible. Vocus has no obligation to provide Customer multiple Accounts.
- 3.6 **Passwords and Account Security**
- (a) Where applicable, Vocus will assign to the Customer secure passwords.
  - (b) Vocus recommends Customers to enable multifactor authentication.
- 3.7 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.

#### 4 TECHNICAL SUPPORT SERVICES

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- 4.1 **By Customer.** The Customer is responsible for technical support of Zoom on its systems. Use of the Services requires one or more compatible devices, Internet access (Fees may apply), and certain software (Fees may apply), and may require obtaining updates or upgrades from time to time.
- 4.2 **Vocus Managed Service:** Vocus Collaborate is a managed service where in Vocus will provide the following:
- 4.3 **Delivery:** Create customer account, set up users, add phone numbers, set up call flows, assign add-ons, configure billing and setup hardware purchased from Vocus. Organise any training using our third-party trainers for admins and user on the Zoom platform.
- (a) Assurance: Provide support post implementation on the hardware and Zoom application. This is in conjunction with the Vocus SLA.
- 4.4 **By Zoom or Third Party.** Subject to payment of applicable support Charges, Vocus will arrange for Zoom or another third party to provide professional services where Vocus is unable to do so as part of technical support to assist the Customer in enabling its environment for the use of the Zoom application.

#### 5 INCORPORATION OF ZOOM TERMS

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- 5.1 **Zoom Terms of Service**
- Zoom Terms of Service at <https://zoom.us/terms> are incorporated into this Agreement, with appropriate changes where necessary.
- 5.2 **Interaction between Zoom Terms of Service and Vocus Terms.** If there is any inconsistency between the terms of the documents that form this Agreement, they will be interpreted in the following order of precedence:
- (a) first the Service Order; then
  - (b) this Service Schedule; and lastly
  - (c) the Standard Terms and Conditions.

#### 6 MODIFICATIONS

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- 6.1 **Modifications to Terms and Services.**
- (a) **General Changes.** Vocus or Zoom may make changes to the Zoom Services subject to the following:
    - (i) Vocus or Zoom notifying the Customer of any material change; and
    - (j) Such changes will become effective 30 days after notice is given, except if the changes apply to new functionality in which case the changes will be effective immediately.
- 6.2 **Objection to Changes.** If the Customer believes that a change to either the Zoom Terms or the Zoom Services has a material adverse impact, and: (i) the customer is able to substantiate such impact; (ii) the

change is not a result of either Vocus or Zoom complying with a court order for applicable law; and (iii) if upon receiving 14 days' notice, Vocus is unable to remedy the customer's concern, the customer may terminate the Services without further penalty.

### 6.3 Unauthorised Modification of Equipment

- (a) 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.
- (b) 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.

## 7 CHARGES AND PAYMENT TERMS

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### 7.1 Online Billing

- (a) At the end of the applicable Period, Vocus will issue an electronic bill to Customer for all charges for the Services at the beginning of the subscription period. Accrued based on:
  - i) Customer's use of the Services during the previous Accrual period; and
  - ii) Committed volume of User Licences.

The Customer's obligation to pay all Fees is non-cancellable. Zoom's measurement of Customer's use of the Services is final. Zoom and Vocus have no obligation to provide multiple bills.

## 8 PRICE LIST UPDATES

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- 8.1 Vocus may change price for the service from time to time in accordance with the vendor pricing. Any price changes will be effective upon the commencement of Customers next renewal term.

## 9 COMPLIANCE

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- 9.1 The Customer will:

- (a) ensure that its use of the Services (including use by the Customer Users) complies with the Agreement, including the RUP;
- (b) use commercially reasonable efforts to prevent unauthorized use of the Services and to terminate any unauthorised use which the Customer has actual knowledge of, and
- (c) promptly notify both Vocus and Zoom of any unauthorised use of or access to the Services of which Customer becomes aware.

- 9.2 The Customer is responsible for any violations of the RUP, the Zoom Terms of Service, or any terms with respect to restrictions of use, in each case caused by the Customer and Customer Users. The Customer acknowledges that it is responsible for all use of the Services whether authorised by it or not.

- 9.3 The Customer acknowledges that if the Customer infringes zoom copyright or other intellectual property, Zoom and therefore Vocus may terminate the Account(s) of all infringers without any liability to Zoom or Vocus.

## 10 DOCUMENTATION

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Vocus or Zoom may provide Documentation in support of the Customer's use of the Services. The Documentation may specify restrictions on how the Applications may be used and the Customer will ensure that the Customer and Customer Users comply with such restrictions.



## 11 RESTRICTIONS

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- 11.1 **No resale or other dealings.** The Customer will not resell, distribute, supply, lease, sublicense, transfer, or allow another third party to use, the Products.
- 11.2 **Use of Services.** Unless Vocus specifically agrees in writing, the Customer will not, and will not allow any third parties under its control, to
- (a) use the Products or any Vocus or Zoom documentation provided for any purpose other than as permitted hereunder;
  - (b) copy, adapt, alter, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Services;
  - (c) create multiple Applications, Accounts, or to simulate or act as a single Application, Account, (respectively) or otherwise access the Services in a manner intended to avoid incurring Charges; or
  - (d) access or use the Services on behalf of or for the benefit of any entity or person who is legally prohibited from using the Services.

## 12 RECONCILIATION

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- 12.1 Vocus or Zoom may monitor Customers' use of the Product(s) to verify that the appropriate Price List was used to calculate Fees charged for the Product(s) a particular Customer is using. If Vocus or Zoom discovers that an incorrect Price List was used to calculate Fees charged by Vocus to the Customer for the Product(s) that the Customer is using (**Discrepancy**) and that the Fees charged by Vocus for the Product(s) were reduced as a result: (a) Vocus will inform the Customer within thirty (30) days of finding the Discrepancy, and (b) the Customer will be required to pay to Vocus an amount equal to such reduction in Fees.

## 13 PRIVACY

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- 13.1 **Privacy.** The Customer will obtain and maintain any required consents necessary to permit the processing of Customer Data under this Agreement.
- 13.2 **Data Processing and Security Terms.** The Data Processing and Security Terms are incorporated by this reference into this Agreement.
- 13.3 **Updates to Data Processing and Security Terms.** The parties acknowledge that Zoom may only change the Data Processing and Security Terms where such change is required to comply with applicable law, applicable regulation, court order or guidance issued by a governmental regulator or agency, where such change is expressly permitted by the Data Processing and Security Terms, or where such change:
- (a) is commercially reasonable;
  - (b) does not result in a degradation of the overall security of the Services;
  - (c) does not expand the scope of or remove any restrictions on Zoom's processing of Customer Personal Information, and
  - (d) does not otherwise have a material adverse impact on the Customer's rights under the Data Processing and Security Terms.

If Zoom makes a material change to the Data Processing and Security Terms in accordance with this Clause 11.3, it will post the modification to the URL containing those terms.

- 13.4 **Consent to Processing.** The Customer will obtain and maintain any required consents necessary to permit the processing of Customer Data under this Agreement.

## 14 PRODUCT AVAILABILITY

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- 14.1 **Zoom** may without notice, and without Vocus incurring any liability to the Customer: (a) discontinue the sale or availability of any Product(s) or support for new Customers of any Product(s); or (b) change the features of any Product(s). The Customer agrees that neither Vocus nor Zoom has any obligation with advance notice of any changes in any Product(s).

## 15 TERM AND TERMINATION

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- 15.1 **Term.** The Agreement shall commence on the Effective Date and will continue for an initial term as per the contract and, unless terminated earlier in accordance with this clause 15, will automatically renew for additional one-year terms unless Customer sends notice of termination at least thirty (30) days prior to the commencement of the next renewal term.
- 15.2 **Termination for Cause.** Each Party may immediately terminate this Agreement by giving the other written notice if the other Party:
- (a) defaults in the performance of any of its obligations under any of the terms or conditions of this Agreement which default is not remedied within thirty (30) business days after notice thereof; or
  - (b) defaults in the performance of any of its obligations under the terms and conditions which default, by its nature, cannot be remedied; or
  - (c) is unable to pay any and/or all of its debts as they become due or becomes insolvent or ceases to pay any and/or all of its debts as they mature in the ordinary course of business, or makes an assignment for the benefit of its creditors; or
  - (d) is liquidated or dissolved or if any proceedings are commenced by, for or against it under any bankruptcy, insolvency, reorganisation of debts or debtors relief law, or law providing for the appointment of a receiver or trustee in bankruptcy.
- 15.3 **Other termination terms.** Provisions relating to termination as set out in the Standard Terms and Conditions may also apply.
- 15.4 **Effect of termination.** On any termination of this Agreement and subject to any applicable “wind-down” provisions that may apply to a particular Product under a Product Schedule:
- (a) All rights and licenses granted by one party to the other will immediately cease; and
  - (b) All payments owed by one party to the other party become immediately due and payable.
- 15.5 **Termination for Convenience.** Vocus may terminate his Agreement without cause at any time upon ninety (90) days written notice.

## 16 CESSATION / SUSPENSION OF SERVICES

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- 16.1 **Discontinuation of Services.** Vocus or Zoom may discontinue any Services or any portion or feature at any time without liability to the Customer.
- 16.2 **RUP Violations - Suspension.** If Vocus becomes aware that Customer’s or any Customer User’s use of the Services violates the RUP, Vocus will give the Customer notice of such violation by requesting that the Customer correct the violation. If the Customer fails to correct such violation within 24 hours, or if Vocus is otherwise required by the applicable law to take action, then Vocus may disable the Customer’s access to or use of the Services or components of the Services (“Suspend”) until the RUP violation is corrected.
- 16.3 **Emergency Security Issues.** Despite the foregoing, Vocus may immediately suspend the Customer’s use of the Services if (a) there is an Emergency Security Issue or (b) Vocus is required to suspend such use immediately to comply with applicable law. At the Customer’s request, and in accordance with applicable law, Vocus will notify the Customer of the basis for the Suspension as soon as is reasonably possible.
- 16.4 **Effects of Suspension.** Any Suspension under this Clause 15 (Cessation/ Suspension of Services) will be to the minimum extent and for the shortest duration required to (a) prevent or terminate the offending use or (b) comply with applicable law.

## 17 VOCUS’ RELATIONSHIP WITH ZOOM

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- 17.1 The Customer acknowledges:
- (a) That Vocus is re-selling Zoom licenses and uses the Zoom platform to deliver the service. Vocus offers a managed service to support the customer in its deployment of the product.
- As such Vocus is not liable in connection with subclauses 17.1(b), (c) and (d) below:



- (b) That Vocus and Zoom are independent contractors and Vocus is not Zoom's agent or partner or in a joint venture with Zoom, and
- (c) That Zoom is a processor, and Customer is the controller of any such data, as the terms "controller", "processed", "processor" and "personal information" have the meaning given in the European Data Protection Legislation.
- (d) Vocus disclaims, to the extent permitted by applicable law:
  - iii) Zoom's liability for any damages, whether direct, indirect, incidental or consequential, arising from Vocus' distribution and resale of the Services to Customer; and
  - iv) all warranties with respect to the Services on behalf of Zoom, including, warranties of merchantability, fitness for a particular purpose, and non-infringement.

## **18 ZOOM'S COMMUNICATIONS WITH CUSTOMERS**

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- 18.1 **Mandatory Communications.** The Customer acknowledges that Vocus will provision users on the Zoom platform and as such will provide to Zoom the contact details for each Customer, and the Customer provides its consent and the consent of its representatives, to allow Zoom to use such details to communicate directly with the Customer for the following purposes:
- (a) As required to execute any standard or non-standard Customer orders;
  - (b) For purposes related to the provisioning of the Product(s) to Customers' accounts, including in relation to any Product updates or security incidents;
  - (c) As required to ensure Customers are notified of available options to maintain continuity in Product provisioning; and
  - (d) To conduct customer service and satisfaction surveys.
  - (e) To notify of any outages or changes on the platform.
- 18.2 **Zoom Product Information.** Unless the Customer opts out, the Customer agrees to allow Zoom to use the Customer details provided under Clause 17.1 above to inform Customers about new or additional Zoom products related to the Product(s) customers are using. A Customer who consents to communications under this Clause 17.2 may opt-out of receiving such communications at any time.

## **19 VOCUS COLLABORATE EQUIVALENCE VOICE TERMS**

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The following Special Conditions will take precedence over any terms and conditions in any agreement or document between Vocus and the Customer.

- 19.1 The Telecommunications Act 1997 and Telecommunications (Interception and Access) Act 1979 imposes certain regulatory requirements on carriers and carriage service providers, including regulations relating to interception of carriage services. A carriage service is defined as a service for carrying communications by means of 'a guided and/or unguided electromagnetic energy' and which will include voice calls. Vocus is a carriage service provider which uses a carriage service to supply phone and/or internet services. Vocus is therefore, subject to these regulatory requirements. The Customer acknowledges and agrees that:
- (a) the Customer's calls may be subject to interception where Vocus is directed to intercept communications by ASIO and/or certain domestic law enforcement agencies; and
  - (b) Where Vocus is required to make a disclosure, then Vocus is required to keep a record of that disclosure for a period of 3 years.
- 19.2 Subject to Special Conditions 1-3 above, Vocus will comply with the Privacy Act 1988 when dealing with the Customer's data.
- 19.3 The Customer agrees that Vocus when dealing with Customer's data, may transfer the data offshore for processing. Vocus Collaborate uses Zoom platform that currently processes data in the United States but is stored locally in Australian data centres, and may be accessed by staff that may not hold any or limited security clearance to view that data.

- 19.4 **Customer Premises Equipment Warranty:** In relation to hardware device(s) provided as part of Vocus Collaboration, Customer accepts and acknowledges that:
- (a) Vocus will use a third party Hardware Provider.
  - (b) Hardware provided by Vocus is subject to third party Hardware Provider warranty.
  - (c) Any damage to hardware during transit is covered by Hardware provider, but subject to Customer notifying the Vocus within 48 hours via the Vocus support channel. Damaged or tampered delivery packages should not be accepted; and, if accepted become customer responsibility.
  - (d) Unless stated otherwise, the warranty period for hardware is twelve (12) months.
  - (e) Any such warranty on hardware is only applicable if the hardware is installed and used in accordance with manufacturer recommendations.
  - (f) Warranty covers normal use only and does not cover damage, malfunction or failure resulting from use of non-genuine parts and accessories, incorrect voltages, accident, misuse, neglect, shipping, build-up of dirt or dust, abuse, mal-adjustment of Customer controls, mains supply problems, thunderstorm activity, liquid ingress, infestation by insects or vermin, tampering or repair by unauthorised persons, exposure to abnormally corrosive conditions or any foreign object or matter having entered the hardware.
  - (g) When making a warranty claim, Customer must provide a proof of purchase and/or the relevant Service order.
  - (h) Standard hardware warranty does not extend to any costs associated with delivery, handling, insurance or installation of the hardware and its repair or replacement, does not extend to any damage or loss incurred during its repair or replacement, and its associated transit.
  - (i) Unless otherwise specified to the Customer, the benefits conferred by this warranty are additional to all other conditions, warranties, guarantees, rights and remedies expressed or implied by the Trade Practices Act (1974) and the Competition and Consumer Act (2010) in Australia and all other obligations and liabilities on the part of the manufacturer or supplier and nothing contained herein shall restrict or modify such rights, remedies, obligations or liabilities.
  - (j) In case of a rental arrangement between the parties, ownership of hardware will transfer to the Customer upon making full payment for the hardware.
  - (k) If, after the Term, the Customer continues the rental, Vocus will continue to offer support and replacement if found faulty by Vocus.
  - (l) Any hardware purchased outright is covered by a twelve (12) month warranty for defects.
  - (m) Customer Premises Equipment provided to you on: (a) an outright purchase basis will be subject to the manufacturer's warranty terms only; or (b) a rental basis will be subject to the manufacturer's warranty terms, and in addition, throughout the term of the Services we will repair or replace faulty Customer Premises Equipment with the same or equivalent Customer Premises Equipment, subject to availability from the manufacturer.
  - (n) You are responsible for the cost of returning goods to us for warranty service and you may be responsible for additional costs including (but not limited to) freight and travel.

## 20 CONFIGURATION

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- 20.1 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.
- 20.2 Where the Customer is supplying the router or switch for use in connection with the Services:
- (a) the Customer is responsible for supplying, manage, secure, configure and monitor the hardware; and
  - (b) the Customer is responsible for diagnosing and resolving faults arising out of or in connection with the customer supplied hardware.



- 20.3 In respect of Vocus Collaborate Service which is an OTT, and where the data Service is provided by Vocus, the Customer may be asked to plug in the device to the Vocus managed router, and if the Service is available it will be the Customer's responsibility to diagnose and restore the rest of the network.
- 20.4 If the data service is not with Vocus, the Customer may be asked to plug the handset or check the Zoom application over another network including 4/5g to rule out network issue.

## **21 REASONABLE USE**

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- 21.1 Customer must not use the Services unreasonably. Unreasonable use includes (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 1000 calls per Vocus Collaborate user per calendar month, or more than 500 calls per SIP channel per calendar month, with a maximum call duration of 360 minutes per call; or
    - (iii) Where the Services are OTT Services, the Vocus SLA does not apply and OTT Services are provided on a reasonable efforts basis; or
  - (b) re-supplying or reselling any Service without the prior consent of Vocus; or
  - (c) wholesale of any Service (e.g. transit, refile or aggregate domestic or international traffic) on Vocus network;
  - (d) using the Service in a way which unreasonably affects other customers' access to the network; or
  - (e) setting up switch devices which overcome subscription and/or pricing charges, potentially limiting the ability for other customers to access the Service.
- 21.2 If the Customer uses the Services unreasonably as described in clause 20.1, 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 standard terms and conditions or MSA, as applicable.
- 21.3 The unreasonable use as set out in this clause also applies to International Calling.

## **22 CALL PLAN AND CHARGES**

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- 22.1 The Customer must pay all call rates and charges in accordance with the Call Plan provided with the Service Order or as otherwise provided to you by Vocus.
- 22.2 Call charges are billed per second and rounded up to 5 decimal places.
- 22.3 If there is a change in Vocus' cost of supply as a result of any additional third-party supplier costs, imposts, penalties or taxes imposed by any governmental, regulatory body or third-party supplier, the Customer agrees and accepts that Vocus may amend the call rates at any time by providing to the Customer:
- (a) 14 days' written notice; and
  - (b) the Customer must pay the call rates and charges in accordance with the updated Call Plan.
- 22.4 The Customer agrees and accepts that Vocus will monitor call usage, including call type and duration, against the Call Plan on a monthly basis.
- 22.5 When calls are included as part of the bundle, 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.

- 22.6 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.
- 22.7 By default, international calls are activated to only 43 low risk destinations. Customer understands the risk associated with fraudulent activity by enabling calls to other destinations.

#### **Usage Based PAYG Minimum Conditions**

- 22.8 The Customer agrees to a minimum monthly commitment as outlined in the Call Plan and Service Order, which applies to monthly call usage charges but excludes monthly recurring fixed charges (e.g. licenses and number charges) and non-recurring charges (e.g. porting, set up and admin related fees or any other once off charges), (the "**PAYG Rate Plan Commitment**").
- 22.9 The Customer must meet the following PAYG Rate Plan Commitment, for any:
- (a) 12-month Fixed Term, Customer is required to meet a minimum spend of 85% of the PAYG Rate Plan Commitment;
  - (b) 24-month Fixed Term, Customer is required to meet a minimum spend of 75% of the PAYG Rate Plan Commitment; and
  - (c) 36-month Fixed Term, Customer is required to meet a minimum spend of 65% of the PAYG Rate Plan Commitment.
- 22.10 If Customer fails to meet the PAYG Rate Plan Commitment for any three consecutive month period during the Fixed Term, Vocus will give notice the Customer and reserves the right to amend the Call Plan, which will be signed by both parties. The new Call Plan rates will be effective from the start of the following month.
- 22.11 Subject to clause 22.10, if Customer does not accept the new Call Plan rates, they may terminate the service with 30 days' notice in accordance with clause 45 of the Standard Terms and Conditions and will be required to pay the full monthly recurring fee for the Service in addition to the agreed monthly commit amount multiplied by the remaining months of the Fixed Term.

## **23 SERVICE AVAILABILITY AND QUALITY**

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- 23.1 Vocus will provide the services in accordance with the Vocus SLA.
- 23.2 The Customer agrees that in order to use Vocus Collaborate it is required to install the Zoom application 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.
- 23.3 The Customer agrees that Vocus collaborate which uses the Zoom application may not be compatible with all mobile or desktop devices and that as a result, Vocus Collaborate can only be provided by Vocus on a 'as is' basis where the Zoom services are not supported by those particular mobile or desktop devices.
- 23.4 All call recordings are stored on Zoom's data centres and are only accessible by the Customer through the Zoom portal. The Customer authorises Vocus to host call recordings in Zoom's data centres based in Australia.

#### **OTT Services**

- 23.5 The Customer accepts and acknowledges that:
- 23.5.1 Zoom Desktop, and Mobile are OTT Services and clause (above on OTT) applies;
  - 23.5.2 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
  - 23.5.3 availability of OTT Services such as Zoom may not be available due to coverage issues.



## **24 DISCLAIMER**

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- 24.1 Vocus does not warrant that the Services are or will be free of errors, defects or interruptions, or will be available at all times.
- 24.2 The Service does not support or is not suitable for:
- 24.3 persons requiring priority assistance, a priority customer or a provisional priority customer; and
- 24.4 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).

## **25 000 CALLS DURING OUTAGES**

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000 calls may be impacted or fail during Vocus network and/or Service outages.

## **26 TRANSITION OUT**

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- 26.1 If you require Transition Out Services:
- (a) you must, at least 30 days prior to the date of termination or expiry of the Service, give written notice to us requesting that we provide you with Transition Out Services and specifying the nature and extent of Transition Out Services required; and
  - (b) if you issue the notice above, and we agree to provide some or all of the requested Transition Out Services, we will determine, and advise you of the associated fees payable by you in advance for the performance of the Transition Out Services which we have agreed to provide (**Transition Out Fees**).
- 26.2 Upon your payment of the Transition Out Fees, we will perform Transition Out Services for you.
- 26.3 The Transition Out Services are provided on a best efforts basis and we are 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.
- 26.4 Customer acknowledges that once the service is terminated, they will lose all recordings, chat history and directory from the Zoom client. It is the responsibility of the Customer to download these prior to termination.

## **27 IPND (INTEGRATED PUBLIC NUMBER DATABASE) NOTICE**

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- 27.1 Where the Service includes the provision of a phone number, your name, service address, and phone number ("Public Number Customer Data (PNCD)") is required to be provided to the Integrated Public Number Database (IPND) for use by emergency services and other authorised purposes.
- 27.2 You agree that where you allocate Vocus numbers to your end users and those end users receive a carriage service from you, you have an obligation under the Telecommunications Act to provide information required maintain up to date details in the IPND.
- 27.3 By default, your number is stored in the IPND but not publicly available ("Unlisted"). If you wish to have your name, address and number publicly available (e.g. in the directory assistance) ("Listed") or have only your number visible but your address hidden for privacy reasons ("Suppressed Address Entry"), you must contact us to request this change.
- 27.4 It is important that your PNCD remains accurate and up to date. You must notify us if your contact details, service address, or preferences change so that the IPND can be updated.
- 27.5 If at any time you wish to have your PNCD altered in the IPND, you are required to contact us to arrange this.