

# Service Schedule 1 – Voice Services

Further terms regarding Voice Services that apply in addition to the Trading Terms and form part of our Agreement.

## 1. WHAT TERMS APPLY TO VOICE SERVICES?

- 1.1** If you order Voice Services, we may either issue new Numbers to you or transfer your existing Numbers specified in the customer authorisation form from your existing service provider.
- 1.2** During the Minimum Period and until the Numbers are validly transferred to another service provider or cancelled pursuant to this Agreement, we will have the exclusive right to supply all Voice Services to the Numbers.
- 1.3** Subject to your right to cancel the Voice Services under **clause 5** of the Trading Terms, during the Minimum Period you are not entitled to cancel the Voice Services or to remove any Numbers from the Voice Services for the purpose of replacing us as your service provider.
- 1.4** You must give us true and accurate information in relation to all Numbers, including any information that we are required to provide to the Integrated Public Number Database. If you do not, we will not be responsible for any error or delay in the transfer of a Number, or the supply of any Voice Services, or for any Liabilities that you or anyone else incurs as a result.
- 1.5** Numbers transferred to us will not include any features. You must tell us about any calling line identification restrictions, call blocking, calling plans or other features that you wish to apply to the Numbers.
- 1.6** No Service Level Guarantees apply to the Voice Services.
- 1.7** The quality of the Voice Services is determined by the quality of service provided to us by the Provider(s). Any service levels set out in this Agreement or any product information or other documentation are indicative targets only and any failure to satisfy those service levels does not constitute a breach of this Agreement. We exclude all Liability to you (and anyone claiming through you) for any failure, interruption or delay in Voice Services or any failure to satisfy any service levels (including any delivery or provisioning timeframes), including as a result of:
- (a) technical problems or limitations in a Provider's network or other facilities;
  - (b) delays in provisioning Voice Services, or in connecting, disconnecting or reconnecting Numbers or delays in correcting faults; or
  - (c) the failure or incorrect operation of any Equipment or Voice Service.
- 1.8** You acknowledge and agree that:
- (a) the Services may not be free from fault, interruption or external intrusion;
  - (b) for PSTN Services we are not responsible for the installation of cabling beyond the applicable main distribution frame in the Premises and if we agree to install such cabling, additional Charges will apply;
  - (c) we (and our Providers) are not responsible or Liable in relation to the content or security of any information or communications you receive, access or rely on using the Services and it is not a term of this Agreement (express or implied) that the Voice Services will be secure or private. Notwithstanding any other term of this Agreement, we exclude all Liability to you arising in connection with any security incidents (including any form of hacking or denial of service attacks);
  - (d) you are solely responsible for deciding whether or not to implement any advice or recommendation provided by us, or to rely on any estimate, opinion, conclusion or other information;
  - (e) nothing in this Agreement gives you ownership of, or title to, Our Equipment and you must not purport to transfer, sell, hire or give away Our Equipment, or any rights in relation to Our Equipment (including any mortgage, pledge, charge, lien or other encumbrance or security interest). Title to Our Equipment stays with us or the relevant third-party owner at all times; and
  - (f) you are solely responsible for communicating with your End Users in relation to the Services. This includes handling their complaints and fault reports.
- 1.9** You must:
- (a) comply with the Acceptable Use Policy and all applicable laws, and also maintain and comply with any licences, consents, permits or other authorisations required for you to use the Services;
  - (b) control access to and use of the Services and protect any passwords, PINs or other access methods we provide to you. You are responsible for all consequences of the use (including any unauthorised access or use by third parties) of the Services and of those access methods, including all Charges incurred and any Liabilities suffered by you or anyone else;
  - (c) provide us (and any Providers) with any information or assistance we reasonably request, and with authorised and safe access to Premises or Customer Equipment (including obtaining consent from landlords or building managers), so we can perform our obligations under the Agreement, including so we can provision, install, supply, inspect, test, maintain, repair or replace the Services, and collect Equipment relating to any cancelled Service; and
  - (d) comply with any direction or request of a Regulator and provide us with any information or assistance we reasonably require to comply with a direction or request of, or investigation by, a Regulator.
- 1.10** If you do not comply with any of your obligations under the Agreement, we are not responsible for any delays or Liabilities arising from your failure and we may charge you for any amounts we reasonably incur as a result.

- 1.11** We may provide you with access to Self Service Management Tools. If we do:
- (a) you are solely responsible for the consequences (including all associated Liabilities) of your use of the Self Service Management Tools, except to the extent that the Self Service Management Tools fail to perform in accordance with their published specifications (if applicable); and
  - (b) we may charge you for work we undertake to restore or repair Services affected by your use of the Self Service Management Tools.

- 1.12** Where, in connection with the Services there has been (or there is a risk of) an incident that meets the definition of an eligible data breach under the Privacy Act 1988 (Cth), including where we have instructed you that this **clause 1.12** applies, you must comply with the obligations under the Privacy Act. This includes making any notifications required, in which case you must provide us as soon as practicable with all the information relevant to any proposed notifications and request our approval to the content and timing of the notifications. To the extent permitted under the Privacy Act, you must not make a notification unless you have received our approval to do so. Where under the terms of the Privacy Act there may be an obligation on us to make any notifications but no obligation on you, you must co-operate with us by providing all relevant information and assistance required by us immediately upon request.

## 2. HOW WILL MACQUARIE RATES BE APPLIED TO VOICE SERVICES?

- 2.1** The Macquarie Rates are based on your Monthly Committed Spend (as specified in the Order.)
- 2.2** If your Charges are less than 85% of your Monthly Committed Spend, we will charge you an additional amount equal to the difference of the amount of your Charges and 85% of the Monthly Committed Spend. For clarity, this amount shall be charged in addition to the amount of your actual Charges, for which you will continue to be billed in accordance with the standard calculation and invoicing processes specified in clauses 2 and 3 of the Trading Terms.
- 2.3** The Macquarie Rates apply to all the Voice Services until the earlier of:
- (a) the effective date of cancellation of any or all the Voice Services (including any or all Numbers) calculated in accordance with clause 5 of the Trading Terms; or
  - (b) the transfer or pre-selection of any or all the Numbers to another service provider in breach of clause 1.3 of this Service Schedule.
- 2.4** 2.3 If Our Providers charge us for porting your Numbers to us, you will be liable for those Charges on a pass-through basis

## 3. WHAT ARE THE CONSEQUENCES OF EARLY TERMINATION OR CANCELLATION OF VOICE SERVICES?

- 3.1** For the purposes of **clause 6.3** of the Trading Terms, the early cancellation charge for a Voice Service is:
- (a) if we have invoiced you for the Service for at least three full billing months prior to the effective date of cancellation, an amount equal to the number of months remaining in the Minimum Period multiplied by 25% of the average total Charges (for both usage and Equipment) invoiced for those 3 months; or
  - (b) if we have invoiced you for the Service for less than three full billing months prior to the effective date of cancellation, an amount equal to the number of months remaining in the Minimum Period multiplied by 25% of the total monthly Charges for that Service set out in the relevant Order comprising the monthly Charges for Equipment and the Estimated Traffic Profile relating to that cancelled Service (on a pro rata basis if applicable); and
  - (c) any unavoidable third party costs we incur in respect of the relevant Voice Service for the remainder of the Minimum Period from the effective date of cancellation.
- 3.2** If you remove any Numbers from the scope of the Voice Services (for example by arranging their transfer to another service provider) in breach of **clause 1.3** of this Service Schedule, you will be deemed to have given us a notice of cancellation of the associated Voice Services, effective immediately, under **clause 5.2** of the Trading Terms and **clause 6.3** of the Trading Terms will apply if the Minimum Period has not expired at that time.
- 3.3** Termination of the Agreement or cancellation of Voice Services (except as a result of your breach or insolvency) will not cause those Services to cease automatically. In those circumstances, in addition to terminating the Agreement or cancelling the Voice Services, each Number must be either:
- (a) transferred to a new service provider; or
  - (b) cancelled at your direction by notifying us in writing, in which case you will cease to have any rights to use that Number.

You will remain liable for all Charges incurred in relation to those Numbers and related Voice Services until they are either cancelled or transferred to the gaining service provider under this clause, despite any termination of the Agreement.

## 4. WHAT DO THE CAPITALISED TERMS MEAN?

- 4.1** In this Service Schedule the terms in capital letters have the meaning set out in the Dictionary available at [www.macquarietelecom.com](http://www.macquarietelecom.com). Unless otherwise indicated, any reference in this Service Schedule to a "clause" is a reference to a clause of this Service Schedule.