

# Service Schedule

## Voice (IP) Including: Hosted PBX, SIP Trunk, 1300/1800



### 1. The Service

**1.1** This Service Schedule is for the supply of Voice Origination and Termination minutes over IP connection (the "Voice Service"). It will apply to the first and any subsequent Service Orders executed by the Customer and Phonecloud.

### 2. Prerequisites to supply of the service

**2.1** The Customer must read and agree to all Terms and Conditions, in the Phonecloud Master Services Agreement and this Service Schedule.

**2.2** The Customer must organise means of connection to Phonecloud's SIP Servers either via public internet or by ordering Virtual Private IP service from Phonecloud, except in the following circumstances:

a. Customer orders 13/1300/1800 or any other toll free number with the intent to divert its inbound calls to a third party telephony service;

**2.3** The Customer is responsible for any required cabling works to be done at the customer premises;

**2.4** Phonecloud will provide all required assistance in the initial system configuration, however it will be customer's responsibility to unpack and to physically connect VoIP equipment supplied by Phonecloud to the Customer's Local Area Network;

### 3. Parties

**3.1** This Schedule applies between zaxstar enterprises Pty Ltd t/as Phonecloud ("Phonecloud") and the Customer identified in the Voice Service Order ("Customer"); Service Orders can be submitted via online web form, email or via the phone;

### 4. Provision of Service

**4.1** The Customer and Phonecloud will agree on a standards based interconnect for delivery of the

- Voice Service. The delivery of the service will be via SIP RFC3264 over Public Internet (Voice over internet)
- SIP RFC3264 over Layer 3 IP service provided by VoIPcloud ("Private IP")
- 13/1300/1800 and similar inbound services can be terminated by Phonecloud direct to the Customer's answering point;

**4.2** For Services delivered via a IP connection supplied by Phonecloud, the Customer is required to complete the relevant Service Order for such service. Note: for services supplied over public internet, the agreed SLA uptime is only guaranteed for the equipment of Phonecloud and any outage that is outside of Phonecloud network will not be counted as downtime for the purpose of Service Level Agreement;

**4.3** A service with a SIP interconnect requires a SIP Trunk (Voice Access Trunk). This is the logical number of con-current calls for the Interconnect.

**4.4** The Voice Service is delivered by default as bi-directional.

**4.5** The Voice Service is supplied as a single Trunk Routing Group per Point of Interconnect (POI) unless otherwise specified in the Service Order.

**4.6** The IP Voice Service will accept the following codecs,

- G711 alaw, ulaw (20ms Packetisation)
- G722 (20ms Packetisation)
- G729 (20ms Packetisation)

**4.7** The IP Voice Service will allow codec selection to be performed on a per call basis, with codec selection performed during call setup (as per RFC3265 – SDP Offer/Answer).

### 5. VoIPcloud number allocation

**5.1** The Customer agrees it will comply with the National Numbering Plan and any directives from the Australian Communications and Media Authority (ACMA). Specifically the Customer agrees to allocate numbers to End Users in a way consistent with the requirements of the National Numbering Plan.

**5.2** Due to technical limitations, porting of some overseas numbers may not be supported.

### 6. CLI

**6.1** The Customer will be permitted to pass its valid originating number where that number is a valid Local Service Number (as defined by the ACMA) or is presented in the E.164 format and where that service is completely within the administrative domain of the Customer or the Customer's End User.

**6.2** For Customers on any of the unlimited call package, CLI support for outbound calls is not guaranteed.

### 7. Rates, Charges and Billing

**7.1** Call Charges and Billing options are selected via the Customer portal <https://au.voipcloud.online/customer>; all other related fees and charges are published in the appropriate sections of the Customer portal related to services ordered. Phonecloud reserves the right to change any of its prices at its own sole discretion. Phonecloud will notify the Customer by email about any changes in the pricing plans applicable to the client services, that are already subscribed;

**7.2** Unless otherwise stated in the service order:

Fees for Billing shall be on a "per call" basis with fees for each call rounded up to the next highest billing increment (both time and monetary). Timed Calls are billed at 60 seconds minimum per call with 60 seconds increments, rounded to the nearest cent.

### 8. Term and Commencement

- 8.1** The Voice Service will be supplied for the term specified in the online Service Order and relevant CIS.
- 8.2** On completion of the ordering of services via the Customer portal, VoIPcloud will notify the Customer of Service Completion via email about Ready For Service "RFS" event. The date of this email forms the RFS date.
- 8.3** The term commences on the RFS date, which is the first day by which the services is available for use by the Customer.

### 9. Payment

- 9.1** Voice Minutes is a usage service, they are charged post termination of the call to the Customer's account. Fixed prices services associated with the Voice Service are charged monthly in advance.
- 9.2** For Customers on prepaid billing models, a positive account balance has to be maintained at all times to allow for automatic charges of all recurring service fees and call charges;
- 9.3** The Customer must pay all fees detailed in the Service Order.

### 10. Service Delivery

- 10.1** Phonecloud will use all reasonable endeavours to provide the Voice Service on the commencement date specified in the Service Order. In many cases Phonecloud will rely on third parties to provide or supply equipment, access, circuits or cross-connects and therefore Phonecloud will not be liable for any delay installing the services. Dates specified in the Service Order are approximate. Phonecloud will keep the Customer informed of its progress provisioning the Voice Service.

### 11. Fault Reporting and Response Times

- 11.1** Before reporting a fault to Phonecloud, the Customer must take all reasonable steps to ensure that the fault is not a fault in any Customer equipment or within the Customer's administrative domain.
- 11.2** Customers who rely on Phonecloud's supplied Customer Premise Equipment ("CPE") must specifically ensure that the Phonecloud CPE is receiving power and cooling as required to be operational.
- 11.3** As soon as Customer has confirmed the fault is related to the Voice Service supplied by Phonecloud, that fault must be reported to Phonecloud by telephone or email.
- 11.4** If Phonecloud determines the fault is attributable to Customer equipment then Phonecloud reserves the right to invoice the Customer a reasonable amount (not exceeding AUD \$500) for the time spent diagnosing the Customer's fault.

### 12. Service Level Agreement and Rebates

- 12.1** Phonecloud provides the Voice Service with the following Service Levels:

Service Availability (%) 99.90% (per month)

- 12.2** Should in any given month the Voice Service not perform to the Service Level Agreement (SLA), Phonecloud will provide the Customer with a Service Level Rebate provided the Customer reported the fault (in accordance with Section 11). The rebate provided is listed in the following table:

Aggregate Outage Minutes in Month during business hours 9am – 8.30pm AET Mon – Fri	< 45 min	< 135 min	< 300 min	> 300 min
% of Monthly Recurring Charges Rebated	No rebate	10%	15%	20%

- 12.3** A Service rebate is not redeemable in any form other than a credit to the Customer's account and in any month is capped at 20% of the Monthly Recurring Service Charges for the effected Service.
- 12.4** A Service Rebate Claim (SRC) must be submitted in writing within 5 Business Days from the date on which the fault was restored. VoIPcloud will not be required to consider any claims submitted after 5 Business Days.
- 12.5** Once a claim is received, VoIPcloud will review the event and calculate the Service Rebate (if applicable) and apply credit to the Customer's account for any such Service Rebate.
- 12.6** The Customer will not be entitled to claim a rebate if Phonecloud determines the fault was due to or to the extent caused directly or indirectly by:
- i Act or omission of the Customer
  - ii Failure of the Customer's equipment
  - iii Failure of services supplied by the Customer to the Phonecloud CPE
  - iv Was entirely a result of a third party supplier to Phonecloud
  - v During a maintenance session
  - vi You have claimed a Service Rebate related to this outage under a different Service Schedule
  - vii Permitted suspension by Phonecloud of the service
  - viii Was the result of a "force majeure" event
- 12.7** Service Claims must be submitted via email to [info@phonecloud.com.au](mailto:info@phonecloud.com.au).
- 12.8** The Service Level Rebates contained herein shall be the Customer's sole remedy for any downtime in the Voice Service.

**12.9** The Customer may request a service outage report for outages that last longer than 15 minutes. Service outage reports (when requested) will be emailed to the Customer within 5 business days from the date requested.

**12.10** Service status updates and information about any unscheduled service outages are published at: <https://voipcloud.online/uptime/>

### 13. Scheduled Maintenance

**13.1** Phonecloud requires the ability to perform maintenance sessions to enhance the efficiency of the voice network and to roll out new features and software updates to enhance the user experience. There is an allocated interval for planned maintenance sessions, which occurs on the 1st and 3rd Friday of every month from 10pm to Saturday 2am AET. There may possibly be very short interruptions during scheduled maintenance sessions. Should a planned maintenance session require a greater time window than the default time slot or is of an emergency nature, notifications will be provided via email (to the technical and administrative contact listed on the Voice Service Order, or the primary email entered in the billing account) to the following schedule. Mass emails must be enabled on the billing account to receive email notifications.

Category	Notice Period	Duration	Period (AET)
Consultative	As agreed by parties	As agreed by parties	As agreed by parties
Planned Major	5 business days	> 240 mins	10pm – 6am or anytime during Saturday, Sunday
Emergency	-	< 15 mins	10pm – 6am

### 14. Availability of Call Routes

**14.1** Phonecloud does not guarantee that you will be able to make successful calls to every valid telecommunications number as Phonecloud does not operate every aspect of the telephone network used to provide the Service to you. Furthermore, Phonecloud may bar calls to certain International Destinations if calls pose a real threat to the Phonecloud network, Customers or National Security.

### 15. International Call Rates

**15.1** International call rates are subject to change without notice.

### 16. Proof of Usage

**16.1** Your invoice will be calculated by reference to data recorded or logged by Phonecloud Records held and call-logging procedures adopted by Phonecloud will be conclusive evidence of the usage of the Service and the charges payable by the Customer.

### 17. Emergency Service Calls

When you dial '000' from the Phonecloud Service, you will be connected to the Emergency Services. It is imperative that you understand that Phonecloud's service 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 service is in anyway flawed. We strongly recommend that you have an alternative telecommunications service such as a cellular, fixed line or satellite telephone connection to contact Emergency Services in the event of the unforeseen. It is illegal for you to relocate the service from one destination to another without informing Phonecloud of the change required. Accordingly you must advise Phonecloud of any changes to your address details so that Emergency Service Calls are connected correctly.

### 18 Telecommunications Customer Service Guarantee Waiver

In accordance with Parts 5 of the Telecommunication (Customer Protection and Service Standard) Act 1999 (Cth) [The Act], and the Telecommunications (Customer Service Guarantee) Standard 2000 (No. 2) [CSG], Phonecloud proposes that you waive your protection and rights under Customer Service Guarantee. As a Customer, you are not obliged to waive your protection or rights, however because Voice Over IP technologies are not equivalent to standard telephone networks, you acknowledge that Phonecloud reserves its right not to provide you with a service. In return, Phonecloud agrees to provide you with significantly lower call costs and technical support, all on the basis that Phonecloud is not required to meet the standards set out in the Customer Service Guarantee.

The Protection and Rights you are waiving include:

Damages for breach of performance standards, as per section 116 of the Act.

Time for payment if damages for breach if performance standards, as per section 117A of the Act.

Right of Contribution, as per section 118A of the Act.

Guaranteed maximum connection periods, as per the CSG.

Guaranteed maximum rectification period, as per the CSG.

Information to be given to Customers, as per the CSG.

Making and Changing Appointments, as per the CSG.

### 19. Fair Use Policy

**19.1** All VoIPcloud services are covered by the Fair Use Policy. The Fair Use Policy is designed to protect the quality and integrity of Phonecloud's network.

Inconsistent Usage - If we determine that your use of the service, features, or the device is, or at any time was inconsistent with the normal inbound or outbound usage patterns for the type of service or plan that you have purchased, we have the right to suspend or discontinue service generally, or to disconnect your service, at any time. In addition we reserve the right to immediately disconnect your service at any time without notice.

*Examples of inconsistent use may be:*

Usage of unlimited business call plans for telemarketing purposes;

Usage of Phonecloud business call plans by another Carriage Service Provider or for the purpose of reselling the traffic.

**19.2** It is prohibited to use Phonecloud service for inbound only traffic.

### 20. Security Deposit

#### **20.1** Payment of Deposit

Prior to the provision of any Services, if Phonecloud requests, the Customer must pay the Security Deposit to Phonecloud.

#### **20.2** Use of Security Deposit

Phonecloud must hold the Security Deposit as security for the payment of any sums due under this Agreement. If the Customer fails to pay any amount due on the due date for payment, Phonecloud may immediately deduct that amount from the Security Deposit in set-off of the Customer's payment obligation.

#### **20.3** Reinstatement of Security Deposit

If Phonecloud deducts any monies from the Security Deposit under clause 20.2 the Customer must pay by way of additional security that amount to Phonecloud to replace the amount of the Security Deposit used.

#### **20.4** Return of Security Deposit

Phonecloud must return any part of the Security Deposit which is unused to the Customer on termination of this Agreement or earlier as per agreement between parties.

#### **20.5** Credit reference check

Phonecloud may conduct a credit check on the Customer prior to entering into any

Service Order with the Customer. The Customer authorises VoIPcloud to make all enquiries reasonably necessary to determine the Customer's creditworthiness including by conducting requests for information from banks, credit agencies and other financial institutions.

### 21. Service termination

The Customer may request to terminate any of its Voice (IP) services by giving 30 days written notice to Phonecloud. For Services with an agreed minimum term, and where such term has not expired, the Customer will be liable to pay in full any remaining value of the agreed term.

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