

VOICE-OVER IP SERVICES TERMS AND CONDITIONS END USER AGREEMENT

Supplier and Customer hereby agree as follows:

1. **Preamble**
Supplier will supply VoIP Service (the "VoIP Services") set out in The Business Application form to Customer pursuant to the term and conditions set out in this Agreement.
2. **Definitions**
For the purposes of this Agreement the following terms shall be defined as set out hereafter:
 - CPE** (Customer Premises Equipment) shall mean equipment owned by the Customer and located at Customer or Customer's agent's site.
 - Customer shall** mean the business set out in The Business Application form.
 - Customer's Premises** shall mean the Customer Sites set out in The Business Application form.
 - Effective Date** shall mean the date set out in the VoIP Application Form.
 - Fees** shall mean the fees set out in the VoIP Application Form & Standard form of agreement.
 - Supplier** shall mean Anttel Communications Group ABN: 23 743 402 463.
 - SZU** shall mean the Standard Zone Unit set out in this agreement.
 - VoIP Services** shall mean the services set out in the VoIP Application Form.
 - VoIP Service Level** shall mean the performance levels set out in this agreement.
 - Term** shall mean the term set out in the VoIP Application Form.
 - ETC** shall mean the Early Termination Fee payable set out in section 7.5 of this Agreement.
3. **Commencement of VoIP Service**
 - 3.1 This Agreement commences on the Effective Date and will continue for the Term or unless otherwise terminated as allowed by this Agreement.
4. **Supply of VoIP Service**
 - 4.1 During the Term and provided that Customer is not in default of its obligation set out in this Agreement, Supplier will provide the VoIP Service at the VoIP Service Level to the Customer.
 - 4.2 Installation and configuration of CPE equipment and or software used for connecting to the VoIP Services is the responsibility of the Customer unless professionally installed by the Suppliers technician.
 - 4.3 The connection, configuration and installation of any CPE or other items required for the VoIP Service which are not a part of this Agreement shall be the sole responsibility of the Customer.
 - 4.4 Where possible Supplier will assist in configuring CPE with the VoIP Service.
 - 4.5 Supplier shall use all reasonable efforts to ensure that Customer's connection to the VoIP Services is available within a reasonable timeframe from the Effective Date. However, Customer expressly agrees and acknowledges that Supplier is not liable for any delay in commencement of the VoIP Services due to Customer's failure to install properly working CPE or other equipment or services required by VoIP Service.
5. **Permitted Use of VoIP Service**
 - 5.1 Customer acknowledges and agrees that Supplier provides the VoIP Service for Customer's sole use at Customer's Premises. Customer may not change Customer Premises without the express written permission of Supplier which shall not be unreasonably withheld.
 - 5.2 Customer agrees to use and shall require all third parties with access to the VoIP Service to use the VoIP Service:
 - (a) In accordance with all terms of this Agreement; and
 - (b) In compliance with all laws, regulations or industry codes, as they apply during the Term; and
 - (c) In a way that does not damage the reputation or quality of the VoIP Service or of any Supplier supplied equipment, or that interferes with or interrupts the VoIP Service; and
 - (d) Customer must not supply this VoIP Service for re-sale or re-supply to third parties.
6. **Payment of Fees**
 - 6.1 Customer agrees to pay all Fees, taxes, charges and other fees imposed by government or regulatory bodies for the VoIP Services on receipt of Suppliers Invoice and as set out in this agreement & the VoIP application form.
 - 6.2 All Fees are exclusive of all government taxes, charges and other fees imposed by any regulatory body. Supplier will include all such fees on its invoices to Customer as separate line items.
7. **Termination of Agreement**
 - 7.1 Either party may terminate this Agreement at any time and such termination shall take effect within thirty (30) days of Suppliers receipt of such notice except in accordance with sections 7.2 or 7.3.
 - 7.2 Notwithstanding section 7.1, Supplier may suspend delivery of the VoIP Services during the Term if Customer is in default of it's obligations to Supplier including but not limited to Customer's obligations to pay Fees as set out in Supplier's Invoice.
 - 7.3 Customer may terminate this Agreement at any time if Customer does not agree to any revised pricing for the same services provided by Supplier, or if the VoIP Service is amended or revised as allowed by this Agreement. If Customer elects to terminate the Agreement pursuant to this section, Customer shall provide Supplier with written notice and such termination shall take effect within thirty (30) days of Suppliers receipt of such notice.
 - 7.4 At termination of this Agreement, for any reason, Customer will remain liable for all Fees, taxes, other charges and all other amounts that are outstanding, and that all such Fees, taxes and other charges shall immediately be payable in full to Supplier at termination.
 - 7.5 Customer may terminate this Agreement during the contract term in accordance of section 7.1 and 7.3. If the Customer terminates this agreement, or if the Supplier terminates this agreement because of exceptional circumstances (such as your excessive or unusual use, you become bankrupt or we reasonably consider you pose an unacceptably high credit risk) the Supplier will charge the Customer an ETC calculated as follows:
ETC Payable = Monthly VoIP Line Rental Total times by the Number of months (or part thereof) remaining in contract Term as set out in the VoIP Application Form ie \$100 monthly VoIP line rental total X 5 months remaining in contract = \$500 ETC Payable.
8. **Compliance with Government and Industry Regulations**
 - 8.1 **Telephone Numbers** Customer acknowledges and agrees that the VoIP Service is subject to changing government and industry regulation and that Supplier may be required to amend the VoIP Service from time to time to conform to such changes including but not limited to:
 - a) Supplier may issue telephone numbers and other features for the VoIP Service to Customer and may change such numbers and features in accordance with any government scheme at any time during the Term.
 - b) Customer agrees that the selection and use of telephone numbers and other features including emergency number features is regulated by statute and by industry bodies and Customer agrees to comply with all government and regulator requirements that affect the VoIP Service.
 - c) **Supplier will not be liable to Customer or any third party, for any loss or damage incurred or sustained by Customer if Supplier is required to change telephone numbers or features provided to Customer pursuant to this Agreement.**
 - d) Customer shall not transfer/port or otherwise move any telephone number provided by Supplier to any other telecommunications service provider, telephone numbers provided by Supplier are owned by Supplier and leased to Customer.
9. **Service and Service Levels**
 - 9.1 Customer agrees that Supplier may modify the VoIP Service and the VoIP Service Levels from time to time.
 - 9.2 Customer acknowledges that the VoIP Service may rely upon the operation of third party networks operated by third party carriers and third party services provided by other Carriage Service Providers (such as the Customer's Internet service).
 - 9.3 **Customer further acknowledges that Supplier is unable to guarantee the operation of or the use of the VoIP Service through third party supplier networks or other third party carriers and Carriage Service Providers. Any failure of the VoIP Service caused by a third party network or third party**

service is beyond the control of Supplier, and Supplier will not be responsible to, or liable to Customer, for any such failures.

- 9.4 Customer acknowledges and agrees that Supplier does not warrant and has not represented, that the VoIP Service is or will be free of errors, defects or interruptions, or that it will be available at all times.
- 9.5 Customer acknowledges that the VoIP Service will be used by Customer for the purpose of making voice and fax calls only and not for the transmission of data (such as internet dial up connections).
- 9.6 Customer agrees to requirements of mandated initiatives as they arise during the Term, these include but are not limited to the Caller Line Identification ("CLI") and Integrated Public Number Database. Customer must comply and use reasonable endeavours to ensure that any third parties using the VoIP Service complies with applicable privacy and other guidelines as well as industry codes of practice on the use and capture of CLI and use of the Integrated Public Number Database.
- 9.6 Customer acknowledges that Supplier is required to supply certain Customer information to regulators for their purposes including but not limited any public number allocated, Customer's name and address, location of the VoIP Service being provided and the purpose of use.
- 10. Billing Rates and Tariffs**
- 10.1 Supplier will charge Customer for VoIP Service at the rates set out in the VoIP Application form.
- 10.2 Supplier may amend the rates set out in the VoIP Application form during the Term. Any new rates and or charges set out in the VoIP Application form shall take effect as set out in Suppliers written notice to Customer, or after the period required by law or code.
- 11. Maintenance**
- 11.1 Without limiting Suppliers Service Level obligations to Customer, Customer agrees that Supplier may from time to time, conduct maintenance on and of the network and infrastructure through which the VoIP Service is provided. Supplier will try to conduct such maintenance outside Suppliers usual business hours, but Customer acknowledges that it may not always be possible for Supplier to do so and Supplier shall not be liable for any interruptions in the VoIP Service Level during such maintenance operations.
- 11.2 Customer agrees that Supplier will not be responsible for rectifying any fault in the VoIP Service if that fault arises in or is caused by a network or infrastructure of another supplier of telecommunications services, Customers own equipment or any other infrastructure, equipment or facilities that are outside Supplier's reasonable control or responsibility.
- 12. Access to Emergency Services and Priority Services, Service limitation and security of account**
- 12.1 Without limiting the VoIP Service Description, Customer acknowledges and agrees that the VoIP Service is not a full replacement or substitute for a standard telephone service as the VoIP Service relies on a supply of electricity and a current and active Internet service that is able to connect to Suppliers network and as a result the VoIP Service

may not enable Customer to connect to emergency services if the supply of electricity fails, there is a fault with the Internet service connecting the VoIP Service or the Internet connection is otherwise not active. The VoIP Service should not be used, as a first choice, to make an emergency call. The Supplier is not liable to Customer or to any third party if Customer or any third party is not able to access emergency services from the VoIP Service at any time. Customer is required to ensure that Supplier's records as to the location of the service are up-to-date as calls to emergency services rely on this information and otherwise unless indicated the service should not be used as a portable phone solution. Customer may need to give personal information to the emergency (including full address and telephone number details) each time you make a call to emergency services. Supplier does not provide priority services over the VoIP Service.

- 12.2 Calls to VoIP Services not available from Supplier include but are not limited to 19xx, 019xx, 12x and 11xx services area.
- 12.3 Customer is responsible for the security of Customer's account. Customer will be held liable for any unauthorised use of the account if the Customer discloses in anyway the account details to another party or if the Customers CPE is not secured from the internet correctly.
- 13. Limitation of Liability**
- 13.1 To the extent allowed by law, VoIP Services and any equipment provided by Supplier are provided "as-is" and Supplier takes no responsibility for any loss of Customer data or inability to make/receive a voice call or any act of god, fire, war, terrorism, natural disaster or like occurrence for the loss of Customer data or service.
- 13.2 Supplier shall be under no liability to the Customer in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly in respect of goods or services supplied pursuant to this agreement or in respect of a failure or omission on the part of Supplier to comply with its obligations under this agreement and whether as the result of any negligent act or omission of Supplier.
- 13.3 The Customer shall not hold Supplier, its officers, employees, providers and agents liable for any damages or losses arising from network downtime or suit or proceeding brought against Supplier or its employees, officers, or agents by any person or customer in respect of the transmission by the Customer of any illegal, fraudulent or offensive material over the Supplier network and breach of Customer obligations under this agreement and any unlawful act or omission by the Customer.
- 13.4 The laws of New South Wales, Australia shall govern this Agreement and each party shall submit to the exclusive jurisdiction of the Courts of New South Wales.

Supplier is: Anttel Communications Group ABN: 23 743 402 463.

Customer is: The Company, Business or Person listed in the Business Application Form for the service

Term is: The term listed in the VoIP Application Form

Monthly Subscription Total is: The monthly line rental amount listed in the VoIP Application Form X by the number of lines

Effective Date is: The date the VoIP Application Form is signed.

SZU or Standard Zone Unit shall be: Sydney

VoIP Services shall mean:

Voice carriage in the form of Voice-over IP from Customer's point of interconnect to any termination point on the Public Switch Telephone Network or the backbone carriers network.

VoIP Service Level

Supplier will provide a fault reporting service between the hours of 9:00 a.m. and 5:00 p.m. AEST, on suppliers usual business days.

Where a fault is reported (irrespective of whether Customer reported it), Customer agrees to provide all necessary assistance to enable the location and repair of any fault which arises in the Supplier Network or the Supplier Network with which the Supplier network is interconnected.

Where Supplier determines that there is a fault within the Supplier network, it is responsible for correcting that fault. Supplier is not responsible for:

- (i) Any fault which is within a Supplier Network of an interconnected supplier, although Supplier will notify that supplier of the fault and request that it be corrected promptly; or
- (ii) Any fault which is caused by Customer equipment, Customer Internet service provider (if not Supplier's On-Net Internet Services) or the Customer Premises, but will, where possible, advise Customer of that fault and its probable cause and location.

Fees to be paid pursuant to this Agreement by Customer to Supplier are;

- 1 All prices exclude GST unless indicated. All calls are billed at as stated on the VoIP Application form.

- 2 The Fee shall be calculated in accordance with pricing model selected by the Customer as set out above on the VoIP application form, unless changed by Supplier from time to time.
- 3 Customer is responsible for all usage on Customer's account and all the relevant costs relating to the provision of VoIP Services to Customer.
- 4 Call charges:
a) The details of each call (including timing where applicable) made using the VoIP Service will be recorded; and
b) The records or data of any Supplier whose network is interconnected with the Supplier Network will be conclusive evidence of Customer's liability to pay call charges to Supplier for use of the VoIP Service, unless it can be shown that these records are incorrect.
- 5 Charges included on an invoice: Supplier will endeavour, and require any billing and/or collection agent to endeavour, to include all charges for calls made using the VoIP Service in a billing period on the invoice relating to that billing period.
- 6 The Standard Zone Unit (SZU) is defined as: (a) The area of a charging precinct; or (b) The area of a charging zone, excluding the area of any charging precincts in the charging zone.
- 7 Installation, remaining monthly fees, hardware, calls made and configuration fees are not refundable under any circumstances.
- 8 Payment may be made by cheque, electronic fund transfer, credit card, or other method as agreed by Supplier and the Customer from time to time.
- 9 Invoices are due by the due date. If payment is not made by the due date, Customer will incur a late payment fee of an amount set out in the Standard form of Agreement and Supplier may suspend or refer any outstanding amounts to a debt collection agency without further notice to the Customer. Any additional charges incurred by the Supplier in the recovery of any debt owed by the Customer become immediately payable by the Customer.
- 10 Any payments will be first applied to any outstanding balances and then for any fees for VoIP Services for which the Customer then requires.
- 11 Any payment disputes must be made to Supplier within seven (7) days of receipt of invoice. After investigation, if the Supplier does not agree with the dispute, any outstanding fees will become immediately payable.
- 12 In cases where a bank account or credit card supplied is declined due to insufficient funds or Supplier principal bankers charge for any dispute fees, such fees shall become the responsibility of the Customer and the Customer shall pay Supplier this fee, plus a 10% service charge and any outstanding amounts immediately.
- 13 Deposit: Supplier may, at its discretion, notify Customer that Supplier's acceptance of Customer application and on going use of the VoIP Service is conditional on you paying a deposit (the amount of which will be specified) in advance. If Supplier so notifies Customer, Customer must within seven (7) days of the notice, pay the amount of the deposit. The parties agree that the amount of the deposit will be applied by Supplier, at its absolute discretion, in payment of invoices issued by it, until such time as the amount of the deposit is exhausted. Once the deposit is exhausted, Supplier may require a further deposit.