

Our Customer Relationship Agreement

BIZPHONE SERVICE DESCRIPTION

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Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of our CRA or in the body of this Service Description.

1. ABOUT BIZPHONE SERVICE DESCRIPTION

Our Customer Relationship Agreement

- 1.1 This is the BizPhone Service Description of our CRA under which we supply a hosted private automatic branch exchange (**PABX**), telephone rentals and voice services (collectively referred to as "**Service**") to you.
- 1.2 The General Terms of our CRA, and the other documents listed in clause 1.2 of the General Terms, also apply to the Service.

What is the Service?

- 1.3 BizPhone is a cost effective and feature rich managed PABX system. Depending on the Service Option chosen in your Application, you are provided with either:
- (i) a softphone;
 - (ii) a physical handset with which to make and receive phone calls; and/or
 - (iii) an Analogue Telephone Adaptor (ATA) which will allow you to use your existing analogue telephone handsets.
- 1.4 The Service provides you with the ability to make and receive:
- (i) Local Calls
 - (ii) National (STD); fixed to mobile and international calls;
 - (iii) Calls to toll free numbers (for example, 1300, 1800 and 13); and

The Service will also provide you with the equipment, features and optional products as identified in your Application.

Contract Term

- 1.5 The Service will have a Contract Term for 0, 12, or 24 months, depending on your Application. At the end of the Contract Term, we will continue to provide the Service on a month to month basis until it is cancelled in accordance with the CRA.
- 1.6 If you cancel the service before the end of your contract term an Early Termination Fee will apply. The Fee will be calculated as the number of months remaining in the Contract Term multiplied by the monthly charges. The Fee is capped at:
1. 6 months' worth if you are on a 12 month Contract Term;
 2. 12 months' worth if you are on a 24 month Contract Term;

2. EQUIPMENT AND SERVICE REQUIREMENTS

Service requirements

- 2.1 To utilise the Service, you must have:
- (i) an existing fixed broadband service;
 - (ii) a wired Ethernet port; and
 - (iii) ensure you complete and comply with the qualification checklist (<http://www.iinet.net.au/bizphone>);
- 2.2 You will be responsible for installing the Service. You will be responsible for the cost of any third party services that may be required in connection with the installation of the Service.

Service restrictions

- 2.3 We may vary the Service in accordance with clauses 1.3 to 1.8 of the General Terms.
- 2.4 You acknowledge and agree that the number of concurrent calls is limited by the amount of available uncongested bandwidth on the internet service at the service delivery address. Each BizPhone call requires a minimum of 100kbps of uncongested upstream and downstream bandwidth
- 2.5 You acknowledge that:
- (i) if any equipment you supply yourself is not compatible with the Service or is faulty, you may not be able to access, operate or use the Service; and
 - (ii) the quality of the Service and/or your ability to access the Service may be affected if there is an Interruption to your internet connection.
- 2.6 As the Service is connected to the internet, you must take all necessary steps to ensure that the equipment connected to the Service is secured from unauthorised access, including by way of firewalls, and that voicemail and other systems are secured by passcodes that are regularly changed. You will be liable to pay for all calls made through the Service, regardless of whether you authorised the calls or your equipment or systems has been hacked or accessed without consent. Your liability

under this clause 2.6 does not apply to the extent that we caused or contributed to the hacking or unauthorised access.

- 2.7 You must have all the necessary rights to broadcast any audio that you apply to the Service (eg. “music on hold”) and to license us to broadcast on your behalf.

Equipment

Depending on your Application, an ATA, and/or one or more of the following phones will be rented to you, to be used in conjunction with the your chosen Service Option:

- (i) Standard Phone
- (ii) Premium Phone
- (iii) Premium Phone Plus
- (iv) Cordless Phone
- (v) Conference Phone
- (vi) Conference Phone Plus

(together, the “**BizPhone Deskphones**”).

- 2.8 You agree to keep your ATA and BizPhone Deskphones in a safe and clean environment during the Contract Term.

- 2.9 When the Service is terminated, you must return all BizPhone Deskphone(s) and ATA to us in good working order (fair wear and tear excepted) within 30 days. If the BizPhone Deskphone or ATA is not so returned, you agree to pay the applicable fee under the Pricing Schedule. You must not modify or interfere with the ATA or BizPhone Deskphone, or any software installed on it.

Warranty

- 2.10 We provide the warranty specified in the Warranty Information Statement for BizPhone Deskphones at no extra cost.

Service availability

- 2.11 We will use due care and skill in providing the Service. However, given the nature of telecommunications systems (including the Service’s reliance on systems and services not owned or controlled by us), we cannot promise that the Service will be continuous, fault-free or accessible at all times or that the Service is available in each place within a service coverage area. This clause does not limit your rights under the Australian Consumer Law or in relation to Interruptions to the Service, as set out in clauses 14.4 to 14.8 of the General Terms.

Emergency Services

- 2.12 You acknowledge and agree that:
- (i) the Service supports access to emergency call services (000 or other emergency service telephone numbers) but the Service will not be available in the event of a power failure or Interruption to your internet connection;

- (ii) the Service is not a substitute for a standard telephone service (PSTN) and it is recommended that you maintain an alternative telephone service (PSTN or mobile) to make and receive calls and to ensure that you have on-going access to 000 and other emergency call services;
- (iii) we are not liable to you for any loss or damage you suffer or for any costs, expenses or charges you incur arising from any inability to access emergency call services using the Service and which is not a direct result of our fault or negligence;
- (iv) your full address details set out in your Application will be provided when notifying emergency call services organisations of your location in the event of an emergency. It is your responsibility to ensure that this information is current and to contact us if this information changes by calling Customer Support;
- (v) the Service is not supported if operating across multiple sites due to the limitation of having a single service address identifying your location in the event of an emergency; and
- (vi) the Service will not be available in the event of a power failure or power outage, including access to emergency call services, if the power failure results in loss of internet connection. In the event that there is an interruption to the power supply and subsequent internet connection, the Service will not be available until power is restored. A power failure or disruption may require you to reset or reconfigure the Service enabled modem/router prior to utilising the Service. For this reason, we strongly recommend that you do not disconnect your primary standard telephone service.

3. SOFTWARE

3.1 You acknowledge and agree that:

- (a) the Service comprises of third party software, including Cisco software known as Webex App and Webex Meetings, and associated client applications and documentation (**Webex Software**), and by entering into this CRA or using the Webex Software, you agree to be bound by, and that its use of the Webex Software is governed by:
 - (i) the Cisco Privacy Data Sheets for Webex Meetings and Webex Teams found at https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/customer_transparency; and
 - (ii) the Cisco End User License Agreement found at www.cisco.com/go/eula,(together, the **Webex EULA**);
- (b) without prejudice to section 3.1(a), any data (including personal information) that you upload to the Webex Software is governed by the Webex EULA, and you hereby consent to the Cisco privacy policy comprised therein. We are not liable under this CRA for any misuse, unauthorised disclosure, loss or corruption of such data by Cisco or its related bodies corporate;

- (c) to the maximum extent permitted by law and subject to any applicable statutory guarantees under the Australian Consumer Law, We exclude all liability relating to your use of the Webex Software, including for any failure of the Webex Software to conform with its published specifications, infringement of rights (including intellectual property rights) of any person, fitness for a particular purpose, interruption or error. You release us from any and all claims in connection with your use of the Webex Software or any breach of this CRA caused by the Webex Software or Cisco (including any failure to meet any service levels);
- (d) Webex Software and all components thereof including any, know-how, methodologies, processes, data, and information are and shall remain the property of Cisco or its licensors, including any and all enhancements, improvements, modifications, and derivative works thereof or associated therewith. You shall have no right, title, or interest in the Webex Software, or any associated documentation, or any proprietary materials and/or information contained in or used in connection with Webex Software or maintenance and support services, except as expressly set forth in the Webex EULA. You must not remove, alter or destroy any Cisco trademarks, logos and service marks incorporated within the Webex Software;
- (e) you are responsible for ensuring that the BizPhone Service, including the Webex Software, is suitable for its purposes, and for ensuring that your use of the BizPhone Service complies with all laws applicable to you. You must promptly notify us if you become aware that your use of the BizPhone Service is in contravention of applicable law, or otherwise is in breach of the Webex EULA;
- (f) We may increase the fees applicable to the Webex Software upon 6 months' prior notice. In the event of such price increase, all orders entered into or renewed by the parties on or after the effective date of such price increase shall apply the new higher price;
- (g) if you become aware that you have deployed or intend to deploy Webex to more than two hundred fifty (250) end users within your organisation, you will notify us;
- (h) to the extent that Cisco is permitted to suspend or terminate your use of Webex Software due to any act or omission of you and exercises such right, then we may suspend or terminate this CRA; and
- (i) you acknowledge that Cisco reserves the right to discontinue the Webex Software or any component of the Webex Software. In the event of any such discontinuance or other termination of your right to use, or our right to provision, the Webex Software by Cisco (other than as a result of any act or omission by you), we will provide you with as much prior notice as is reasonably possible of such discontinuance or termination, and work with you to ensure the continuity of the BizPhone Services to the extent possible, but we are relieved of our obligations under this CRA to the extent that we are incapable of performing such obligations as a result of such discontinuance or termination. In the event that the parties are unable to agree to a solution, acting in good faith, prior to the date of such discontinuance or termination, and the continued supply of the BizPhone Services would have a material adverse effect on either party, then either party may terminate this CRA without liability to the other; and

- (j) you must direct all support requests relating to the Webex Software to us. If we are unable to resolve the support request, we will escalate the support request to Cisco for resolution.

3.2 You acknowledge that in order to use the Service, you will be supplied with Software under a licence for the Contract Term. You will need to agree to the licence terms in order to install the Software and the Software must be installed on a compatible device.

Restrictions

3.3 You must not, and must ensure that other persons do not:

- (i) copy, translate, modify or develop the Software or merge all or any part of the Software with any other software;
- (ii) disassemble, de-compile, reverse engineer or otherwise attempt to discover or deduce the mechanism, methods of operation, specifications, source code, file formats or communications protocols used by the Software;
- (iii) alter, obscure, remove, interfere with or add to any of the trade marks, trade names, markings or notices affixed to or contained in the Software; or
- (iv) permit any other person to do any of the foregoing.

4. PHONE NUMBERS AND NUMBER PORTABILITY

Selection and assignment of Phone Numbers

4.1 Phone numbers are selected, issued and used in accordance with the Telecommunications Numbering Plan and any numbering instruments issued pursuant to the Telecommunications Act 1997. In order to comply with these requirements or with the requirements of any Regulatory Authority which administers phone numbers, we may be required to vary, withdraw, suspend or reassign a phone number assigned to you. We will give you as much prior notice as is reasonably practicable. You acknowledge that you have no right, title or interests in any phone number allocated as part of this Service.

4.2 We are responsible for selecting and assigning the phone number for a Service unless we notify you that you can port your phone number from your previous supplier's service.

4.3 When you do request to port your phone number from your previous supplier's service you warrant that you are authorised to port the relevant service number and authorise us to undertake the porting process.

4.4 We are not liable to you for any expense or loss incurred by you due to any variation, withdrawal, suspension or reassignment of a phone number under clause 4.1.

5. CALLING NUMBER DISPLAY (CND) & CALLING LINE ID (CLI)

What is CLI?

- 5.1 Calling line identification (**CLI**) is information that is sent through the network when you make a call. It allows the other party to see your telephone number if they have the right equipment. CLI is automatically displayed by default.

What is CND?

- 5.2 Calling number display (**CND**) allows you to see the number of a person calling you before answering if you have appropriate equipment (and the caller has not blocked the sending of their CLI). If a party calling your phone has not blocked CLI in respect of a call made from their equipment, and Your Equipment is capable of accepting CLI information and you have enabled CND (refer to the Pricing Schedule for monthly service costs) the phone number of the calling party may be displayed on your phone at the time the call is made.

6. THE INTEGRATED PUBLIC NUMBER DATABASE (IPND)

- 6.1 Your Service is supplied to you with a public number and we, like other suppliers, are required by law to supply your name, address, phone number and certain other details to a database known as the Integrated Public Number Database (**IPND**). This applies to all customers including unlisted customers. The IPND is used for purposes including public number directories, directory assistance, emergency call services, assistance to law enforcement agencies and safeguarding national security.
- 6.2 If you have a silent line, your phone number and other unlisted service information will not be published in public number directories or disclosed by directory assistance, even though it must be provided to the IPND for the other uses referred to in clause 6.1. You must contact us if you wish to have your basic IPND data altered in any way.
- 6.3 The IPND is maintained by Telstra. We are not responsible for any breach by Telstra of its obligations in relation to the IPND, including any publication or disclosure by Telstra of IPND data in public number directories or directory assistance contrary to any instructions given by you.

7. CUSTOMER SERVICE GUARANTEE WAIVER

- 7.1 The Customer Service Guarantee (**CSG**) gives consumers certain rights in connection with standard telephone services. These rights include:
- (i) The right to be provided with information about the CSG and the performance standards applicable under it;
 - (ii) The right to receive compensation if a standard telephone service is not connected within a specified timeframe;
 - (iii) The right to receive compensation if a fault or service difficulty exists on a standard telephone service and is not rectified within a specified timeframe;
 - (iv) The right to receive compensation if we miss an appointment with a customer with whom we have made an appointment in connection with the standard telephone service.

- 7.2 The specified timeframes and the amounts of compensation vary based on the customer location, the nature of the infrastructure available at the customer site and the length of time during which default has occurred. Full detail of the compensation is available on the ACMA website (www.acma.gov.au).
- 7.3 You acknowledge that by purchasing this Service you agree to waive your rights and protections under the CSG and are not able to make a claim against us for compensation under the CSG in connection with Services in this Service Description. If you waive your CSG and withdraw this waiver within 5 working days, we have the right to refuse to provide you with the Service, and/or terminate the Service.

8. ACCEPTABLE USE

Additional acceptable use requirements

- 8.1 In addition to the iiNet Group Acceptable Use Policy referred to in clause 1.2(g) of the General Terms, your use of the Service is subject to the following additional conditions:
- (i) you must not, and you must ensure that any person who uses your Service does not, unreasonably use our Services. We consider unreasonable use of our Services to include:
 - (A) using telephone systems capable of making multiple and/or simultaneous outbound calls (such as a predictive dialler or other similar dialling system) over a single line via an IP PBX or similar software or hardware, when subscribed on a single-line business plan;
 - (B) single-line business plans being used by businesses for commercial use and/or activities which normally include incoming or outgoing telephone traffic greater than would be reasonably expected for a single-line business user; or
 - (C) running a telemarketing business or call centre, re-supplying or reselling the Service, or other similar activities (other than when you have notified us prior to completing an application and we have given our consent for you to use the Service in this manner).
 - (D) making threatening, unwelcome, hoax, or harassing telephone calls.

9. SERVICE CHARGES AND BILLING

Service Charges

- 9.1 You must pay the charges for the Service set out in the Pricing Schedule. You will be billed in accordance with our Billing Policy.
- 9.2 You will be charged monthly in advance for all recurring charges with the first month's charges to be pro-rata based on the date under clause 9.3; and charged monthly in arrears for all other charges arising out of the Service.
- 9.3 Charges for the Service will commence from when you have received an order completion notice via email.

9.4 If you place an order of more than 5 Services from us, we may require you to pass a credit check before we agree to provide the Services to you.