

## **VOICE AND DATA MANAGED PRODUCT TERMS**

These Product Terms apply to the Voice and Data Managed Product provided by Connected Intelligence Pty Ltd to its clients.

They describe the Voice and Data Managed Product and the specific terms and conditions applying to it.

A contract to provide the Voice and Data Managed Product is comprised of, and governed by, the following elements:

- a. The Order Form requesting the Voice and Data Managed Product;
- b. The General Terms; and
- c. These Product Terms.

### **1. CALL CHARGES**

- 1.1. The Call Charges for your Voice Service is calculated daily.
- 1.2. As agreed to on the Order Form, we charge a flat fee or a per minute fee depending on the nature of the call (e.g. local, national, fixed to mobile etc.).
- 1.3. Where we have stipulated a per minute fee we charge in 1 second increments.

### **2. CHANGE OF LESSEE**

- 2.1. You must pay us a connection charge if you are accepting a transfer of an existing Basic Telephone Service from another customer
- 2.2. You must pay us if you ask us to make changes to your account that requires us to create a new account.
- 2.3. Situations which involve a Change of Lessee on a service include:
  - a. Where one of your end users is accepting a transfer of an existing Basic
  - b. Telephone Service from another of your end users; or
  - c. where there is a change of legal entity of the end user (including where there is a, change of Australian Company Number (A.C.N) or Australian Business Number (A.B.N)); or
  - d. when a Change of Lessee request requires us to add service/s to your existing account or a new account in your name.

### **3. PLAN ALLOWANCE**

- 3.1. Plans can either be Unlimited or Usage Based as outlined on the Order Form.
- 3.2. If you have a Usage Based plan and exceed your plan allowance we will charge an excess fee as defined on the Order Form.
- 3.3. The excess use charges are billed in arrears per Megabyte
- 3.4. If you use less than the plan allowance, the balance of the usage plan is forfeited.
- 3.5. If you have an unlimited plan you may download and upload as much data as required.

### **4. DOWNGRADING ACCESS SPEED OR PLAN**

- 4.1. You may apply in writing to us to downgrade either the access speed of your Internet service or your Plan Allowance within the Contract Term.
- 4.2. We may at our discretion decline to downgrade these services; or
- 4.3. We may at our discretion reset the Minimum Contract Term from date of agreement to downgrade.
- 4.4. We will apply a newly agreed Monthly Charge to your account.

### **5. DOWNGRADING ACCESS SPEED**

- 5.1. You may apply in writing to us to downgrade the access speed of your IP & Data Communications service within the Contract Term.
- 5.2. We may at our discretion decline to downgrade these services; or

- 5.3. We may at our discretion reset the Minimum Contract Term from date of agreement to downgrade.

- 5.4. We will apply a newly agreed Monthly Charge to your account.

### **6. CARRIAGE SERVICES**

- 6.1. We provide the Voice and Data Products to you over a connecting carriage service. A connecting carriage service is the telecommunications service between your premises and our point of presence.
- 6.2. The available connecting carriage services for the Private IP service are:
  - a. 3G
  - b. ADSL;
  - c. SHDSL;
  - d. BDSL;
  - e. Wireless;
  - f. Midband Ethernet (MBE);
  - g. Frame Relay;
  - h. Ethernet;
  - i. Dark Fibre; and
  - j. any other connecting carriage service we approve.

### **7. VOICE AND DATA EQUIPMENT**

- 7.1. We may provide equipment to you as part of a Managed Product or Service which is owned by us
- 7.2. The Router, network termination devices and power supply units (and the power cable between them) belong to us.
- 7.3. All cabling and your equipment beyond the router is your responsibility.
- 7.4. You are obliged;
  - a. to keep the equipment in a safe and protected environment; and
  - b. to keep the rental equipment within your control; and
  - c. to only attach attachments to the rental equipment that meet Australian Communication Authority compliance standards; and
  - d. not to deface, change, modify or repair the rental equipment; and 1.3.1.5. to tell us immediately if the equipment does not work or becomes faulty; and
  - e. to get our consent before any equipment is taken from the address shown in our records; and
  - f. to return the rental equipment to us at one of our collection locations when the service is cancelled; and
  - g. to return the equipment to us in good working order; and
  - h. to tell us immediately if the equipment gets lost or stolen.
- 7.5. If you refuse to return any rental equipment, or cannot (e.g., because it has been lost or stolen), we will charge you for a new replacement.

### **8. INFRASTRUCTURE NOT INCLUDED**

- 8.1. We do not have to supply any of the following when we connect your new Service:
  - a. Cable from a fixed termination point to a moveable structure;
  - b. Cabling across, through or under a body of water or tidal land;
  - c. Clearing, digging and reinstatement of land required to install the lead-in cable along the chosen route on your premises; or
  - d. Any additional cabling or equipment required to reduce, eliminate or avoid a site hazard (such as a high voltage substation, a hazardous area or explosive atmosphere).

### **9. SET UP CHARGES**

- 9.1. We charge a setup fee, unless otherwise agreed to on the Order Form to provision and connect an Internet service.
- 9.2. We charge you for all costs and expenses we incur in connection with repairing, modifying or altering any of our property where those costs or expenses are caused by your equipment being connected to or interfering with our network or managed service tasks. \*This includes routers, switches and firewall rules.
- 9.3. We charge you the agreed amount of any work that we agree to perform and that we do not have to perform. If there is no agreed amount of any work, then we charge you for that work on a time and materials basis at our then current rates.

#### **10. ASSISTANCE AND SAFETY PRECAUTIONS**

- 10.1. You must provide us with all reasonable assistance (including access to your sites and systems) to enable us to meet our obligations. You must take all safety precautions reasonably necessary to ensure that we can safely and properly perform all work that we need to perform at your sites.

#### **11. IP ADDRESSES**

- 11.1. We provide you with IP address(s) for Internet service(s) as part of the monthly fee (agreed to on the Order Form).
- 11.2. We grant you a non-exclusive, non-transferable license to use any IP address that we provide to you in software and hardware devices nominated by us. The license is for the sole purpose of enabling those devices to be used with your Internet service(s).
- 11.3. When your license to use an IP address ends, you must immediately stop using the IP address and remove it from all software and hardware devices.

#### **12. RECONNECTION CHARGE**

- 12.1. We can charge you a reconnection charge of a service if:
  - a. You cancelled the phone line that the service is provisioned on; or
  - b. For material breach of the Standard Form of Agreement where we have suspended the service.
- 12.2. The reconnection charge will be equal to the standard set up fee of that service, listed on the Order Form.

#### **13. PLACING ORDERS ON HOLD**

- 13.1. If you place an order on hold while it is in our provisioning process, you automatically waive the Lead Time as confirmed by us on acceptance of your order
- 13.2. You also waive the right to request for monetary compensation for missed Lead Times

#### **14. CABLING**

- 14.1. We are not responsible for cabling of the building, Main Distribution Frame Room (MDF), cabling to the floor or within the customer premises' offices.
- 14.2. We reserve the right to charge you for any costs incurred for the provision of network extension cables or infrastructure.
- 14.3. We will tell you if a network extension charge is payable and obtain your approval before we start work.

#### **15. OWNERSHIP OF EQUIPMENT**

- 15.1. The Router, network termination devices and power supply units (and the power cable between them) belong to us.
- 15.2. All cabling and your equipment beyond the router is your responsibility.

#### **16. YOUR OBLIGATIONS**

- 16.1. You agree:
  - a. to keep the equipment in a safe and protected environment; and
  - b. to keep the rental equipment within your control; and

- c. to only attach attachments to the rental equipment that meet Australian Communication Authority compliance standards; and
- d. not to deface, change, modify or repair the rental equipment; and
- e. to tell us immediately if the equipment does not work or becomes faulty; and
- f. to get our consent before any equipment is taken from the address shown in our records; and
- g. to return the rental equipment to us at one of our collection locations when the service is cancelled; and
- h. to return the equipment to us in good working order; and
- i. to tell us immediately if the equipment gets lost or stolen.
- j. If you refuse to return any rental equipment, or cannot (e.g., because it has been lost or stolen), we will charge you for the replacement of new equipment at current market RRP.

#### **17. INFRASTRUCTURE NOT INCLUDED**

- 17.1. We do not have to supply any of the following when we connect your new Service:
  - a. Cable from a fixed termination point to a moveable structure;
  - b. Cabling across, through or under a body of water or tidal land;
  - c. Clearing, digging and reinstatement of land required to install the lead-in cable along the chosen route on your premises; or
  - d. Any additional cabling or equipment required to reduce, eliminate or avoid a site hazard (such as a high voltage substation, a hazardous area or explosive atmosphere).

#### **18. MONTHLY ACCESS CHARGES**

- 18.1. The Monthly Access Charge, as described on the Order Form, is billed per month in advance.

#### **19. COMMENCEMENT OF CHARGES**

- 19.1. We define a service as active when the Carrier Cutover has been completed.
- 19.2. We begin charging for services from date of Carrier Cutover.
- 19.3. If Carrier Cutover begins in the middle of a month, we will bill on a pro-rata day to day basis until the next full billing period commences.

#### **20. TEMPORARY DISCONNECTIONS**

- 20.1. Where you ask us to disconnect your Basic Telephone Service temporarily, we do not charge for the temporary disconnection.
- 20.2. We continue charging you the monthly access charges for the service while it is disconnected. You must also pay us the appropriate connection fee to reconnect it.

#### **21. RELOCATION CHARGES**

- 21.1. We will charge you for the relocation of a service.
- 21.2. You can relocate services from one business premises to another within the minimum contract term.
- 21.3. You must apply to us in writing to relocate your service and we will provide a cost per service to do so.
- 21.4. You may request for the current premises' service to be extended beyond the installation of the new premises' Service activation, in this case:
  - a. We reserve the right to charge you if the current premises' Service is left active for longer than 2 weeks in addition to the Monthly Fee of the new premises.

- b. We reserve the right to continue charging monthly until the current premises' Service is deactivated.

## **22. SERVICE PROVISIONING**

- 22.1. Service Provisioning Cancellation is cancelling a service after it has been contractually agreed to, and is in provisioning process, but is not activated at the customers' premises.
- 22.2. We will charge you for the costs incurred by cancelling this service before Carrier Cutover/Activation has occurred.  
\*these vary depending on access technology and carrier

## **23. CANCELLATION FEES**

- 23.1. The Service Provisioning cancellation fees and cancellation fees are a reasonable estimate of the loss that we are likely to suffer because of the early cancellation of an IP & Data Communications service.
- 23.2. We can charge you a cancellation fee, if you request to cancel the service after it has been provisioned, but before the end of the minimum term.
- 23.3. Early Termination Cancellation is calculated by the Monthly Fee (agreed to on the Order Form) multiplied by the number of months remaining on the contract.
- 23.4. You may request the cancellation of a service, submitted in writing to us, with 30 days notice of your intent to cancel.
- 23.5. If your Minimum Term has been completed, you may request the cancellation of a service, submitted in writing to us, with 90 days notice of your intent to cancel.

## **24. FAULTS**

- 24.1. You can report faults with your Service to us 24 hours a day by:
  - a. Telephone Call
  - b. Email
  - c. Web Portal
- 24.2. Where you report a fault with a Basic Telephone Service after 5:00 pm, we treat this as if you had reported it the following working day.
- 24.3. Faults you cause
  - a. We can charge you for repairing a fault, if it is caused by something you or someone else using your Basic Telephone Service do (or do not do) wilfully, recklessly or negligently.
  - b. If you report a fault in your Service and ask us to come to your premises to repair it, and once at your premises we determine on reasonable grounds that the fault is not in the Connected Intelligence or its providers network (for example, the fault may be in your equipment), we will charge you an incorrect callout charge.

## **25. RESTRAINTS**

- 25.1. Neither party may approach the Employees, Agents or Contractors of the other party to this Agreement, with an offer of employment during the term of this Agreement or for each of the following periods, 2 months, 3 months, 6 months and 12 months after its expiry or termination.
- 25.2. For the avoidance of doubt, nothing in this clause 20 prevents either party from employing an employee of the other party as a result of the employee responding to a public notice, in the absence of any solicitation however if this occurs then the employing party will pay a replacement recruitment fee to the other party of \$15,000 ex GST.