

PSTN & ISDN Service Schedule

From 1 September 2017



These Product Terms are part of, and supplemental to, the Master Services Agreement between Telegate (us, we, our) and the Customer (you, your).

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1. Service Description

Our PSTN & ISDN services provide voice calling services to customers allowing customers to call out from their business locations to other fixed line services, mobiles or internationally. PSTN services can also be used as underlying technology for Fax or ADSL services. ISDN services do not provide this functionality.

2. Service Features

- a. We agree to provide this Fixed Voice Service to you on the terms and conditions set out in this Contract.
- b. This Fixed Voice Service may provide you with (amongst other things):
 - i. a Fixed Voice Service telephone number;
 - ii. an ability to place Local Calls, National Long Distance Calls, Mobile Calls and International Calls (unless otherwise agreed by the parties); and
 - iii. Valued Added Services
 1. Where available in connection with your Service and agreed to by the parties (on such terms and conditions that are acceptable to the

parties), your Service may include the following Value-Added Services:

- a. 3 Way Conference;
 - b. Call Barring;
 - c. Call Control;
 - d. Call Forward Busy;
 - e. Call Forward Immediate;
 - f. Call Forward No Answer;
 - g. Call Return;
 - h. Line Hunt;
 - i. Call Waiting;
 - j. Call Hold;
 - k. Calling Line Identification;
 - l. Silent Number;
 - m. Message Bank; and
 - n. Calling Number Display
2. The list of Value Added Services set out in clause 2(iii) of this Service Schedule may vary from time to time and we may add, remove or vary the Value Added Services. Where we reasonably believe that an addition, removal or variation will materially and adversely affect you, we will endeavour to provide you with reasonable notice.
 3. You expressly acknowledge and agree that the following services are not available to you as part of, or in connection with, this Service:
 - a. Local Wide Area Calls; or
 - b. pensioner concessions or discounts; or
 - c. other carrier special rates; or
 - d. free Message Bank or ISDN; or
 - e. capped local data; or
 - f. such other services that are not expressly provided for in this Service Schedule or as we may notify you from time to time as unavailable.
 4. If you currently receive the services set out in clause 2(iii) of this Service Schedule or similar services, you expressly acknowledge and agree that you may no longer be entitled to receive those services (or any part thereof) if you transfer your Basic Telephone Service to us.

5. Whether you are entitled to, or are able to use, a given Value Added Service depends on a variety of factors, such as the details of your Plan, Service and any Equipment that you use in connection with your Service (such as handsets).
6. You agree that you must make your own assessment (and to the maximum extent permitted by Law, you solely rely on that assessment) of:
 - a. the fitness of a given Value Added Service for the purpose that you require; and
 - b. any minimum Equipment, Service or other requirements of a given Value Added Service.
 - c. Fees and charges may apply to subscribe to, activate or use a given Value Added Service, including activation fees, monthly access and single use fees. Details of those fees and charges are set out in our Schedule of Fees and Charges, by which you are bound.

iv. Preselection

1. You expressly acknowledge and agree that it may be a condition of some Plans or Services (or parts of a Plan or Service) that you maintain Preselection in favour of us in respect of certain call types and Services that we may notify you of from time to time.
2. If you do not maintain Preselection in favour of us in the circumstances required by clause 2(iv), you may incur fees and charges.

v. Local Number Portability

1. The Telecommunications Numbering Plan sets out the framework for the numbering of carriage services in Australia and the use of numbers in connection with the supply of such services.
2. You expressly acknowledge and agree that:
 - a. you do not own or receive any legal interest or goodwill in any telephone number that is provided to you in connection with this Service; and
 - b. you are entitled to use any telephone number that is provided to you in connection with this Service (subject to the terms and conditions of this Contract and any right that we may have under the Telecommunications Numbering Plan to recover that telephone number from you).

3. Coverage

- a. PSTN and ISDN services are available in most locations in Australia.
- b. We will advise you if these services are not available in your location and offer other options, which may or may not be taken up by you.

4. Fees and Charges

The Service Charges are specified in the Order Confirmation Form and our webpages listing detailed call rates for different countries.

- a. The pricing structure is broken down as follows:
 - i. Service Charges consisting of:
 - 1. Non-recurring charges
 - a. Service Installation charges
 - b. Service Relocation charges
 - c. Local Number Portability
 - d. Service Redirection charges
 - 2. Monthly recurring charges
 - a. Service monthly recurring charges
 - b. Feature monthly recurring charges
 - 3. Usage based charges as described in clause 5, Call Plan and Charges
 - ii. Other charges
 - 1. Cancellation charges
 - 2. Call-out charges
 - 3. You may incur an additional charge if you withdraw an Order Confirmation Form prior to completion of delivery of that Service.

5. Call Plan and Charges

- a. We will monitor call usage against your agreed Call Plan on a monthly basis, and you agree and accept that we monitor call type and duration.
- b. Call usage is calculated based on the rates applicable to the Call Plan as set out in the Order Confirmation Form, Pricing Appendix or webpage.
- c. You agree and accept that we may amend the rates at any time by giving you 14 days' written notice.
- d. Call charges are billed per second and rounded up to \$0.01 for individual timed calls that are rated less than \$0.01.

- e. The Customer is responsible for ensuring that all Customer Equipment is secure and Telegate is not liable for call charges resulting from Toll Fraud and reserve the right to pass such call charges on in full to the Customer.

6. Reasonable Use

- a. This applies to Customers who have included calls as part of their Call Plan.
- b. Customers must not use the Services unreasonably. Unreasonable use include (without limitation):
 - i. running a telemarketing business or call centre;
 - ii. re-supplying or reselling any Service;
 - iii. wholesale of any Service (e.g. transit, refile or aggregate domestic or international traffic) on Telegate network;
 - iv. using the Service in a way which unreasonably affects other customers' access to the network;
 - v. setting up switch devices which overcome subscription and/or pricing charges, potentially limiting the ability for other customers to access the Service;
- c. In the event that the Customer uses the Services unreasonably as described in clause 6(b), Telegate may at its discretion notify the Customer that call charges apply to all calls and the Customer must pay those call charges.

7. Minimum Period

The minimum period for each individual Service is 12 months commencing from the Service Start Date or as specified in the Telegate Order Confirmation Form.

8. Connecting a PSTN or ISDN Service

- a. After we accept your application for a PSTN or ISDN service, we try to connect it on the date you request. However, that may not always be possible. In some circumstances, we may not be able to make firm arrangements immediately or we may have to change a previous firm arrangement. We will tell you beforehand if we cannot connect you on the requested date.
- b. Where you request a PSTN or ISDN after 5:00 pm, we treat this as if you had requested it the following working day.

9. Service Levels

- a. Service Levels are set out in the Telegate Service Level Agreement (“SLA”) document.
- b. Failure to achieve a Service Level target does not automatically entitle you to a rebate.
- c. Service rebates and how to apply for them, are described in the SLA document.

10. Service Assurance

- a. We do not monitor underlying PSTN or ISDN services.

11. Solution Management

We will provide you with a technical help desk for the duration of your contract term, should you experience issues with your PSTN or ISDN service.

12. Technical Help Desk

- a. We will operate a help desk for your solution 24 hours a day, 7 days a week. Your authorised personnel can report incidents to our help desk at any time.
- b. The help desk will be your single point of contact for reporting technical difficulties and faults that are associated with your solution. The help desk will record and manage all reported incidents to resolution.
- c. You may nominate up to ten authorised personnel who may contact the help desk at any time. You may change your nominated personnel at any time by telling us in writing.
- d. The help desk will not provide end-user support and you must ensure that your end-users do not contact the help desk. It is your responsibility to ensure that you provide support to your end-users. We can, at your request, provide end-user support at an additional charge.

13. Faults

- a. Fault reporting
 - i. You can report faults with your PSTN or ISDN service to us 24 hours a day.
 - ii. Where you report a fault with a PSTN or ISDN service after 5:00 pm, we treat this as if you had reported it the following working day.
- b. Repair
 - i. We aim generally to repair a PSTN or ISDN service within the following timeframes after you tell us of the fault:

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From 1 September 2017



	PSTN	ISDN
Urban	1 Business Day	12 Hours
Rural	2 Business Day	36 Hours
Remote	3 Business Day	60 Hours

c. **Faults You Cause**

We can charge you for repairing a fault, if it is caused by something you or someone else using your PSTN or ISDN service do (or do not do) willfully, recklessly or negligently.

14. Your Responsibilities

In addition to any responsibilities set forth under this Agreement in the MSA or Addendum, or any other documents incorporated herein by reference, you shall, at your sole cost and liability, be responsible for:

- a. Providing all equipment (including proxy servers), software, and facilities necessary for the service to operate,
- b. Providing and ensuring the successful installation of all equipment and software Telegate necessary for End Users to use services sold to it by Customer;
- c. for all End User Tier 1 support, and,

15. Acknowledgements

You acknowledge that, to the extent permitted by law, we make no representations or warranties as to the effectiveness or fitness for purpose of our network's security. You shall make no claim against us concerning our network security.