

1. ABOUT THESE TERMS AND CONDITIONS

- 1.1 These are the terms and conditions which apply to these Services provided by Us to You, and will apply unless varied expressly in writing by Us.
- 1.2 Our Master Services Agreement applies to this Order. The current version is available on Our website at www.upti.com.au/master-services-agreement.
- 1.3 By signing this Order Form You:
- Confirm You have accessed and read the Master Services Agreement,
 - Accept and agree to be bound by the terms of the Master Services Agreement, and
 - Agree that the terms of the Master Services Agreement shall hereafter apply to all services We provide to You, subject to clause 1.4 below.
- 1.4 Where there is any inconsistency between these Terms and the Master Services Agreement, or any other part of the Agreement, the documents and terms are to be interpreted and applied in the following order:
- Any express written agreement between the parties,
 - The Order Form, including any Annexures
 - The Service Description/Schedule (if any)
 - The Master Services Agreement
- 1.5 No clause in these Terms shall be interpreted to exclude a written variation to these Terms which expressly supersedes any given clause.
- 1.6 The meaning of words commencing with a capital letter have the meaning given to that term in the Master Services Agreement or clause 3 (Definitions) below.
- 1.7 Each contract will comprise the Agreement to the exclusion of any purchase order, quote, confirmation, terms and conditions of any other document issued or provided by You. If there are any special conditions which You require to be included as part of this Agreement, You must ensure these are noted in the Order, otherwise they shall not apply.

2 THE AGREEMENT

About the Agreement

- 2.1 The Agreement consists of:
- The Order Form, including any Annexures
 - These Terms
 - The Service Description/Schedule (if any)
 - The Master Services Agreement

3 DEFINITIONS

CDRs means call detail records, collections of details of call times, sources, destinations, durations and similar data in relation to telecommunications calls.

Commercial Electronic Message has the meaning given to that term in the Spam Act.

Commercial Works has the definition given by the relevant upstream carrier. The relevant definition at the time may be provided by Us to You, at Your request, where these charges are likely to be incurred.

Contact Agent means an employee or contractor of Us who, in the provision of the Service, is authorised to make or receive calls on Your behalf.

Credit Account Application means the document titled "Credit Account Application" if effect at the time.

Deliverable means the tasks listed in the Project Description that are of technical or consultative nature and are required to complete the project. In some instances the Deliverable will have more than one sub task or tasks not listed but are all required to complete the deliverable as a whole.

Designated Electronic Message has the meaning given to that term in the Spam Act.

End User or End User of the Service means the user of an active Service. Depending on the Service, this may be You, a customer of Yours, or both.

Fee for Service Charges has the definition given by the relevant upstream carrier. The relevant definition at the time may be provided by Us to You, at Your request, where these charges are likely to be incurred.

Feasibility Studies has the definition given by the relevant upstream carrier. The relevant definition at the time may be provided by Us to You, at Your request, where these charges are likely to be incurred.

Hosted PBX means the Hosted PBX Service or other services provided by Us to You as described in the Order Form including where applicable access to Our network (including computer resources, disk storage and computer communication facilities) and the Internet.

Master Services Agreement means the version of the document entitled "Master Services Agreement" in effect at the time.

Multimedia Messaging Service or MMS is a method of sending messages that include multimedia content.

Public Holidays means all gazetted national holidays. *Rate Plan* means the collection of rates and charges associated with a particular telephony product. Your Rate Plan should be included with Your Service Order Form. If no Rate Plan is included with Your Service Order Form, Our standard rate plan for that Voice Service type applies.

Service Qualification has the definition given by the relevant upstream carrier. The relevant definition at the time may be provided by Us to You, at Your request, where these charges are likely to be incurred.

Short Message Service or SMS is a method of sending short text messages.

Software means, for the Contact Centre Solution, any software used to provide any part of the Service, including the 'Contact Point' software.

Spam Act means the Spam Act 2003 (Cth).

Special Linkage Charges has the definition given by the relevant upstream carrier. The relevant definition at the time may be provided by Us to You, at Your request, where these charges are likely to be incurred.

Supply means the supply described in the supply description, and specified in the Order Form and any related goods or supply which We supply to You in connection with the supply.

System means, for Contact Centre Solutions, the Software and all related information technology infrastructure used in the provision of the Service.

Unlimited Rate Plan means a Rate Plan that includes free outbound calls to all standard Australian local, national and mobile numbers.

Unicode means the character encoding standard of that name which uses 16 bits per character.

Voice (End User) Services means the Voice (End User) Services or other services provided by Us to You as described in the Order Form including where applicable access to Our network (including computer resources, disk storage and computer communication facilities) and the Internet.

ANNEXURE: IP VOICE, FACSIMILE & SMS

1 CONDITIONS OF CONNECTION AND SERVICE

- 1.1 Voice (End User) Services may not be resold or otherwise resupplied by You to any other person or entity.
- 1.2 We only charge for answered calls and We cease to charge when the call is terminated.
- 1.3 All calls charges are rounded up to 1¢, and the minimum cost of a call is 1¢ with the exception of free calls (e.g. calls to 1800 numbers and calls on an Unlimited Rate Plan).
- 1.4 You agree that any calls from Your account are deemed to be authorized by You and You will pay all charges accordingly.
- 1.5 In addition to the various rights of suspension or termination contained in the Master Services Agreement, We may also suspend or terminate the Service if:
 - We determine that Your use of the Service, features, or a device is, or at any time was, inconsistent with the normal inbound or outbound usage patterns for the type of Service on Your Order Form.
 - We determine that You have tampered with a device. In this instance We may charge You a fee equal to the full purchase price of the device provided to You for use with the Service; or
 - You exceed the loss prevention thresholds or limits as set out in clause 6 below;

Suspension of Your Service may include a full suspension of all Services, or it may be limited to a particular SIP Trunk, number or call type (eg international call barring).

- 1.6 You acknowledge the use of the Service by You is at Your own risk.
- 1.7 You acknowledge that We do not warrant that the Service will be uninterrupted or error free, nor do We make any warranty as to the results obtained from the use of the Service. There may be delays, omissions, and interruptions in the Service. Certain factors, such as Your underlying internet connection, network congestion, maintenance, technical capabilities, geographic factors, obstructions or interference may mean You will not receive the voice Service at certain times.
- 1.8 We may provide You with access to Our portal, which may provide figures detailing total call costs and individual call details. Information provided via the portal is a guide only and records should be kept by You to check that the total provided is correct. The portal should serve only as a tool for verifying Your own records.

2 LOCAL GEOGRAPHIC NUMBERS.

These are regular Australian geographic telephone numbers issued by the ACMA. They are the same numbers as You would receive on a regular phone service provided by a telecommunications provider. They are State based and start with 02, 03, 07 or 08. Your rights and obligations are regulated by the ACMA. This includes the ability to port Your number between different carriers. We can provide local numbers in most areas. To receive a local number You must provide a street address in that local area where the telephone service is connected. Your local number can be listed in Sensis, plus the white and yellow pages.

3 EMERGENCY SERVICES

When calling Emergency Services (000) Your location details will be automatically transmitted to the operator. Because You are using a VoIP phone service, the operator will, when possible, verify Your location details with You.

4 INTEGRATED PUBLIC NUMBER DATABASE

The Integrated Public Number Database (IPND) is an industry-wide database containing all listed and unlisted public telephone numbers and associated information. It is a critical source of information for emergency and law enforcement purposes. We take Our responsibility for maintaining the IPND very seriously, and update it promptly following changes to Your account details. We will at times throughout the year send You emails reminding You to check Your account details and advise Us if any are incorrect. It is Your responsibility to ensure account information held on Our files is up to date and We may suspend Your Service if You fail to do so. You indemnify Us for any liability We incur as a result of Your breach of this clause

5 LIMITS, THRESHOLDS AND CALL-BARRING

- 5.1 By default, Your account contains certain thresholds and limits in regards to certain call types, including but not limited to:
 - A limit on the total value of international and other high-cost calls per month;
 - A limit on the number of concurrent calls able to be made at one time; and
 - Call blocking to a number of high cost and high fraud probability destinations.
- 5.2 As a result, You or Your customers may experience constrained capacity or the ability to make calls becomes suspended at certain times where We notice unusual or irregular activity on Your account.

- 5.3 These limits and thresholds are imposed as a safety mechanism to help reduce Your exposure to such things as toll fraud or unexpectedly large bills.
- 5.4 You may make a request to modify these thresholds and limits at any time, by lodging a ticket with Our help desk.
- 5.5 If You choose to alter these thresholds and limits, You are responsible for the increased risk associated with Your account. We may require additional security from You before we grant a request to modify Your thresholds and limits.

6 ACCEPTABLE USE

- 6.1 An Acceptable Use Policy may apply to certain Rate Plans (including the Unlimited Rate Plan) under which standard local, national and mobile calls are restricted to normal business use. Examples which fall outside normal business use include, without limitation, the activities of a telemarketing business or call centre, and the use of equipment such as automated diallers without approval by Us.

SHORT MESSAGE SERVICE (SMS)

7 ROUTING OF SMS

- 7.1 You must advise Us how you wish Your incoming SMS Messages to be routed (e.g. to an application or to an email address). Until We are advised of how to route incoming SMS Messages, all incoming SMS Messages will be discarded.

8 CHARACTER TYPES AND LIMITS

- 8.1 A character includes each individual letter, digit, space, punctuation or other symbol in the SMS Message. Some special symbols and non-English symbols may use more than one character.
- 8.2 Some applications may not support Unicode characters. If an application that does not support Unicode is the recipient of an SMS message that includes Unicode characters, the delivery of the SMS Message may fail without notifying the sender. The maximum SMS Message size is:
- 160 characters for standard messages; and
 - 70 characters for messages containing any Unicode characters (e.g. emoji).
- 8.3 If You send a standard SMS Message of greater than 160 characters, it will be divided into two or more separate SMS Messages of up to 153 characters. The SMS Message may or may not be reassembled on delivery.

- 8.4 If You send an SMS Message containing any Unicode character of greater than 70 characters, it will be divided into two or more separate SMS Messages of up to 67 characters. The SMS Message may or may not be reassembled on delivery.

9 MESSAGE CHARGES

- 9.1 If You send an SMS Message to multiple recipients, they are sent as separate SMS Messages per recipient and each will be separately charged.
- 9.2 If You send an SMS Message longer than the maximum SMS Message size, as specified in clause 12.3 above, You will be charged separately for each of the divided SMS Messages.

10 NO GUARANTEE OF DELIVERY

- 10.1 We do not guarantee that SMS Messages will be delivered. SMS Messages that are successfully delivered may not be delivered in real time.

11 NUMBER PRESENTATION

- 11.1 You must ensure You correctly identify the sender of the SMS Message, and not do anything that would give a recipient the impression that the SMS Message comes from any party other than the sender of the SMS Message.

12 SPAM

- 12.1 You must not use the Service to send, allow to be sent or assist in sending of unsolicited Commercial Electronic Messages (other than Designated Commercial Electronic Messages) or otherwise breach the Spam Act.
- 12.2 You must, and must ensure Your End Users:
- includes contact details in SMS Messages;
 - make it easy for a recipient to unsubscribe from receiving further SMS Messages; and
 - honor any request to unsubscribe within 5 Business Days at no cost to the recipient.

13 NO MULTIMEDIA MESSAGING SERVICES (MMS)

- 13.1 The Service does not support the sending or receiving of Multimedia Messaging Services. If You are the recipient of an MMS, it may fail without notifying the sender.

14 GEOGRAPHIC LIMITATIONS

- 14.1 You acknowledge that the Service is limited to sending SMS to Australian numbers only.

FACSIMILE

15 DELIVERY OF FACSIMILE

- 15.1 Delivery of facsimile messages is by email. You must advise the email address that Your facsimile messages are to be delivered to.

16 NO GAURANTEE OF DELIVERY

- 16.1 We do not guarantee that Facsimile Messages will be delivered. Facsimile Messages that are successfully delivered may not be delivered in real time.

17 FACSIMILE ARE NOT STORED

- 17.1 We do not store facsimile messages.