

## Our Customer Relationship Agreement HOSTED LYNC 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 HOSTED LYNC SERVICE DESCRIPTION**

#### ***Our Customer Relationship Agreement***

- 1.1 This is the Hosted Lync Service Description of our CRA under which we supply a hosted messaging, conferencing and voice 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 Hosted Lync Service.

#### ***Service options***

- 1.3 The Hosted Lync Service comprises the following Service options:
- (a) Lync 1 – which comprises the following features: instant messaging; 1 to 1 audio and video chat, and visual presence indicators;
  - (b) Lync 2 – which comprises the following features: instant messaging; multi party audio and video chat; visual presence indicators; and conferencing features; or
  - (c) Lync 3 – which comprises the following features: instant messaging; multi party audio and video chat; visual presence indicators; conferencing features; and Enterprise voice services (unlimited local national calls; mobile and IDD calling).

#### ***What is the Hosted Lync Service?***

- 1.4 Microsoft Lync is a multi-purpose communications platform. Our Hosted Lync Service provides you with the ability to use Lync on your desktops, mobiles and compatible telephones.

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### ***Contract Term***

- 1.5 Subject to clause 2.9 the Hosted Lync Service is a month to month service. After the end of each month, we will continue to provide the Hosted Lync Service until it is cancelled in accordance with the CRA.

## **2. EQUIPMENT AND SERVICE REQUIREMENTS**

### ***Service requirements***

- 2.1 To utilise the Hosted Lync Service, you must have:
- (a) an existing broadband service;
  - (b) the Lync client installed on the desktop computer (Windows or Mac), mobile device or compatible Lync phone to be used in connection with the Hosted Lync Service; and
  - (c) a domain name registration.
- 2.2 You will install 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 You acknowledge that your use of the Hosted Lync Service is limited by the speed of your broadband connection. As such, the number of calls that can be made using Lync at any one time is limited in accordance with your broadband connection speed.
- 2.4 We can change the technical specifications of the Service at any time for operational and network planning reasons. We will give you prior written notice of changes which will have a more than minor detrimental impact on your use of the Service and, in such cases, you may cancel the Service in accordance with clause 1.4 of the General Terms.
- 2.5 You acknowledge and agree that the quality or performance of the Service is not guaranteed if you use the Service over an internet connection other than one of our current broadband products.
- 2.6 You acknowledge that:
- (a) 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
  - (b) 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.
- 2.7 Due to significant incidents of fraud affecting VOIP services, if the Hosted Lync Service is operated by the end user at a location outside Australia, calls will be restricted to destinations within Australia only (i.e. calls to all other international destinations will not be permitted).

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### *Equipment*

2.8 You have the option to purchase any one or more of the following Lync compatible phones to be used in conjunction with the Hosted Lync Service:

- (a) VVX 310
- (b) VVX 500
- (c) VVX 600

(together, the “**Hosted Lync Deskphones**”).

2.9 A Hosted Lync Deskphone can only be purchased on a 24 month repayment plan.

### *Warranty*

2.10 We provide the warranty specified in the Warranty Information Statement for Hosted Lync 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:

- (a) the Hosted Lync 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;
- (b) 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;
- (c) 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;
- (d) 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;

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- (e) 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
- (f) 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 This clause 3 applies where we provide you with access to third party software as part of the Service (**Software**).

#### ***Access***

- 3.2 We hereby authorise you to access the Software for the purposes of the Service via login details to be provided to you by us.

#### ***Restrictions***

- 3.3 You must not, and must ensure that other persons do not:
- (a) copy, translate, modify or develop the Software or merge all or any part of the Software with any other software;
  - (b) 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;
  - (c) 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
  - (d) permit any other person to do any of the foregoing.
- 3.4 You will be solely responsible for the use, supervision, management and control of the Software to which access is provided as part of the Service.
- 3.5 You must ensure that, at all times when the Software is accessed by you that the Software is protected from misuse, damage, destruction or any form of unauthorised use.
- 3.6 You agree that you will comply with the End User Terms and Conditions set out in Annexure 1 (as amended from time to time).

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### **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.
- 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 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.

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- 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. ACCEPTABLE USE**

### ***Additional acceptable use requirements***

- 7.1 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:
- (a) 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 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
  - (b) 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).

## **8. SERVICE CHARGES AND BILLING**

### ***Service Charges***

- 8.1 You must pay the charges for the Hosted Lync Service, and Hosted Lync Deskphone if applicable, set out in the Pricing Schedule. You will be billed in accordance with our Billing Policy.
- 8.2 If you purchase one or more Hosted Lync Deskphones from us, you will be charged for the devices monthly in advance. You will be charged monthly in arrears for all other fees and charges associated with the Hosted Lync Service.
- 8.3 Charges for the Hosted Lync Service commence when users of the Service are created. Charges for the Hosted Lync Deskphone commence when the Deskphones are delivered.
- 8.4 If you place an order more than 5 Hosted Lync Deskphones or Lync 3 Services from us, we may require you to pass a credit check before we agree to provide the Deskphones and/or Services to you.

**Annexure 1 - End User Terms and Conditions**

## **END USER LICENSE TERMS**

### **TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SOFTWARE**

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#### **1. DEFINITIONS.**

"Client Software" means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

"Device" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone," server or other electronic device.

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- 12. EXPORT RESTRICTIONS.** The Products are subject to U.S. export jurisdiction. Customer must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

- 13. LIABILITY FOR BREACH.** In addition to any liability you may have to Customer, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.