

# Specific Product Terms

## Teams Phone

Version 1.0

Dated: 18<sup>th</sup> March 2023

### 1. About these terms and conditions

#### 1.1. These Specific Product Terms

- a. This document is known as 'Specific Product Terms' [SPT], and states the specific terms and conditions under which VISITS agrees to supply the following Products and/or Services to the Customer, and upon which the Customer agrees to procure those Products and/or Services from VISITS
- b. The Products and/or Services too which these Specific Product Terms apply include:
  - i. Teams Phone by VISITS (TPV)
- c. These Specific Product Terms form part of the Agreement with the Customer, and should be read in conjunction with the other documents which form part of the Agreement including the MSGA and Dictionary available from our website at <https://visits.com.au/documents> as well as any Statement of Work.

#### 1.2. Definitions

The following additional defined terms are used in this Specific Product Terms:

- **Hubl UC** means a portal for management of Teams Phone by VISITS
- **PSTN** means Public Switched Telephone Network, the traditional telephone network through which you can made fixed landline (local, national and international) and mobile calls.
- **Services Agreement** means this document.
- **Service Start date** means the date the first end user is activated, or such other dates as agreed by us in writing.
- **Suppliers** means suppliers of PSTN, UC, Network and other services to VISITS, which form part of the Teams Phone by VISITS offering.
- **Teams Phone by VISITS (TPV)** means Unified Communications as a Service, a feature rich cloud voice telephony and unified communications service that is supplied over the internet or private data network, utilising Microsoft 365 Teams Calling or other systems, as described in Section **Error! Reference source not found.**
- **VISITS Calling Plan (or Calling Plan)** means a per-user or per-channel connection between Microsoft Teams and the PSTN, which may also include an allowance for calls made to the PSTN.
- **VISITS Support Package** means a per-user service from VISITS to provide end-user support, training and troubleshooting of the Service.
- **Variable Call Charges** means charges for outbound calls made to the PSTN, which are excluded from the Calling Plan.

## **2. Service Description**

### **2.1. TPV**

Teams Phone by VISITS (TPV) is a cloud-based PSTN service for use with Microsoft 365 Teams.

TPV enable you to make and receive voice calls from Microsoft Teams to/from the PSTN network. TPV includes:

- Voice calling capability between your Microsoft 365 tenancy (Microsoft Teams) and our PSTN voice network;
- PSTN phone numbers;
- Calling Plans which can be allocated to your Microsoft Teams end-users;
- VISITS support including Service Desk, incident management, end user support and training.

### **2.2. Additional products and services available**

Additionally, VISITS may resell you the following, which do not form part of the TPV offering:

- Subscriptions to Microsoft licensing for Office 365 and Microsoft Phone.
- Handsets, headsets or other devices to use with Microsoft Teams.

## **3. Prerequisites and Requirements**

In order to use TPV, you must meet the requirements as outlined in this Section.

### **3.1. Microsoft Licensing and Services**

- a. Have and maintain the required Microsoft 365 licenses for each end-user who will be allocated a Calling Plan. You may purchase these licenses from VISITS or from another party;
- b. Have your Microsoft 365 tenancy located in Australia.

### **3.2. VISITS Access and Services**

- a. Make and maintain VISITS as an Administrator of your Microsoft 365 tenancy to enable us to support your Teams Phone environment and provide the TPV services.
- b. Continue to subscribe to the VISITS Support Package for TPV.

### **3.3. Technical**

- a. Have a data service with sufficient bandwidth to support voice and video calls:
  - i. Minimum of 100k of available bandwidth per active voice channel to meet the requirements for reliable voice quality,
  - ii. Between 512k and 4092k of available bandwidth per video session depending on the video quality selected;
  - iii. Where the available bandwidth does not meet these requirements, we will use reasonable efforts to ensure TPV will operate as required but cannot guarantee the quality of service.
- b. Cloud SIP and Cloud ISDN Channels provided as a Trunk will only accept the following CODECs:
  - i. G711 alaw (20ms Packetisation)
  - ii. G711 ulaw (20ms Packetisation)

### **3.4. Compatible Hardware**

- a. We provide a defined list of compatible hardware which is available through Hubl UC, we accept no liability and are not required to provide support if you connect unauthorized or untested devices.

## 4. Acceptable Use

- a. You must not:
  - i. Use equipment or software to overcome, manipulate or bypass any limitations or charges that we have placed on the TPV; or
  - ii. use TPV in such a way that we believe would unreasonably affect other users on the network.
- b. You agree to only send caller identification information which ACMA has deemed to be valid. We may immediately without notice over-stamp any phone numbers which we believe is a contravention of this clause.
- c. In the event of call recording software being used, you must obtain consent from all parties prior to using the software.
- d. In relation to Calling Plans, you must not:
  - i. use the included Calling Plans for contact centre or telemarketing purposes, without our written permission. We may immediately suspend TPV if we suspect such unacceptable use;
  - ii. resell or aggregate TPV to downstream customers (i.e. you must purchase on a one-to-one basis, where there is one Calling Plan per user license); or
  - iii. exceed reasonable business use. (Unless otherwise stated “reasonable business use” in this context means up to 1000 minutes of fixed-to-national calls and up to 500 minutes of fixed-to-mobile calls per Calling Plan product).
- e. Resell TPV.

## 5. Pricing

### 5.1. Types of Charges

Charges for the TPV service consist of the following:

#### Calling Plans (Per User)

- Per-user plan
- Options include Basic (PAYG for calls) or Included (Australian and NZ local, mobile and national calls)
- PAYG and Included plans cannot be mixed on the same account

#### Calling Plans (Per Channel)

- Per-Channel plans (Min 5 Channels must be purchased)
- Options include Basic (PAYG for calls) or Included (Australian and NZ local, mobile and national calls)
- PAYG and Included plans cannot be mixed on the same account.
- Per-Channel and Per-User cannot be mixed on the same account

#### Variable Call Charges

- Per-Call charges for any calls not included in the Calling Plan.
- All international and premium-rate numbers.
- Inbound and Outbound calls to 1300, 1800 and 13 numbers (Australia) and 0800 numbers (NZ)

#### Optional or Additional Charges (For Specific Services)

- Direct-in-dial (DID) numbers (Australia) or DDI (NZ)
- Mobile direct-in-dial (DID) numbers
- Inbound number hosting for 1300/1800 and 13 numbers (Australia)
- Inbound number hosting for 0800 and 0508 numbers (NZ)
- International Toll Free Services (US, UK and others)
- Email to Fax / Fax to Email Services

#### Call-Centre Products

- Call centre agent
- Call centre supervisor
- Call centre wall board
- Reception console

- CRM integration
- Call recording
- Reporting and analytics

#### **Initial Setup**

- Number porting or returns

#### **Support**

- VISITS Support Package

In some cases, an ATA (to connect analogue systems such as faxes) and additional number ranges may also be required.

Additionally, VISITS may supply you with Microsoft licensing subscriptions and device hardware for which separate fees apply.

### **5.2. Your Specific Charges**

- Your specific charges will be set out in your TPV proposal.
- In the absence of a charge being specified in the TPV proposal or this document, standard fees and charges apply as per information available on our website.

### **5.3. Variation to Pricing**

Pricing for VISITS Calling Plans and the VISITS Support Package are fixed during the term of the agreement. No less than 45 days prior to the renewal date (the end of the Initial Term or any Extension Term), VISITS may advise you of any price changes that will take effect on the 1<sup>st</sup> day of the Extension Term if TPV is renewed.

We may, at any time during the Initial Term or any Extension Term with written notice, vary the following fees:

- Variable Call Charges (for calls not included in the Calling Plan)
- Fees for **additional (new)** VISITS Calling Plans or VISITS Support Packages
- Number hosting
- Other services including but not limited to fax services, call centre (agent, supervisor, wallboard), reception console, CRM integration, call recording, reporting and analytics

### **5.4. Variable Call Charges**

International call fees are, unless otherwise indicated, shown as per minute rates. Billing is per second rounded up to the next cent. International call rates vary by dialling prefix.

## **6. Term and Termination**

### **6.1. Commencement**

- The Initial Term commences on the Service Start Date

### **6.2. Term**

- Unless otherwise stated in the Proposal:
  - Initial Term is 36 months.
  - Extension Term is 12 months.
  - Minimum Notice Period is 1 month.

### **6.3. Our Right to Suspend or Terminate**

- We can suspend, restrict or cancel TPV at any time if you:
  - Use TPV in any way which in our reasonable opinion:
    - Is in violation or likely to be in violation of any law;
    - Is a prohibited or unauthorised use outlined in this agreement;
    - Poses an unacceptable risk to our security or network capability.
  - Are in material breach of these terms or your other agreements with us.
- We can suspend, restrict or cancel TPV by giving you as much warning as reasonably possible:

- i. If Microsoft and/or our carrier discontinues support or provision of Office 365, carrier or other services which are essential to the provision of our Service.
  - ii. There is a force majeure event which prevents us from providing TPV.
- c. We can suspend TPV if your account is overdue and not resolved in accordance with the MSGA.

#### **6.4. Your Right to Terminate**

- a. At the end of the Initial Term or any Extension Term
  - i. By providing at least the Minimum Notice Period.
- b. At any time without Cause
  - i. You may terminate TPV in part or in whole before the end of the Initial Term or any Extension Term for any reason. An Early Termination Payment will apply, being equal to 50% of the remaining value (for the Term) of the VISITS Calling Plans and VISITS Support Packages.

### **7. Billing and Payments**

#### **7.1. Issuing of invoice for Readiness Assessment**

- a. Following acceptance of the Services Proposal, VISITS will invoice the Customer for the Readiness Assessment. VISITS is not required to commence the provision of the Readiness Assessment prior to receipt of payment.

#### **7.2. Issuing of invoice prior to Implementation**

- a. Prior to commencement of implementation services, VISITS will invoice the Customer for the following:
  - i. Standard Implementation Services
  - ii. Additional Implementation Services
  - iii. Pre-payment for the first month of VISITS Calling Plans and VISITS Support Packages.
- b. VISITS is not required to commence the provision of Implementation prior to receipt of payment.

#### **7.3. Issuing of ongoing monthly invoices**

- a. On or about the first (1<sup>st</sup>) day of each month, VISITS shall invoice the Customer the following:
  - i. Prorated fees for VISITS Calling Plans and VISITS Support Packages (in arrears) for any additional users provisioned in the previous month.
  - ii. The monthly fee for VISITS Calling Plans and VISITS Support Packages in advance for all users for the coming month.
  - iii. Variable Call Charges in arrears for all users.
- b. The first monthly invoice, issued after the Service Start Date, will consist of the following:
  - i. Prorated fees for VISITS Calling Plans and VISITS Support Packages (in arrears) for ALL users, commencing on the Service Start Date.
  - ii. The monthly fee for VISITS Calling Plans and VISITS Support Packages in advance for all users for the coming month.
  - iii. Variable Call Charges in arrears for all users.
  - iv. A **credit** for the pre-payment for the first months' Service paid as part with the invoice issued prior to Implementation (Section 7.2.a.iii).

### **8. Implementation Services**

#### **8.1. Readiness Assessment**

- a. During the Readiness Assessment, we will identify any matters that may hinder the migration process or the functionality you need from the new system. If any issues are identified, these will be discussed, and recommendations presented for addressing the issue.
- b. At a minimum, we will require the following from you (for each site) prior to commencing the Readiness Assessment:

- i. Details of all existing voice services, number ranges, gateways and analogue services (fax machines, alarm lines, EFTPOS, modems etc)
  - ii. Details of data services including link details, bandwidth, IP addressing schemes, QoS policies.
  - iii. Details of all network devices (switches, access points), configurations/policies (VLAN details, security policies etc).
  - iv. Number of end users.
  - v. Microsoft 365 licenses.
- c. If you do not have these details, we may require Administrator Access to each device or system so that we can access the configuration information. Additional fees may apply if we need to audit and document these systems.

## 8.2. Implementation Services

- a. Standard Implementation
  - i. The standard implementation service (charged per person) includes the following services:
    - (a) Planning and meetings
    - (b) Configure your Office 365 Tenancy for Teams Phone and connection to VISITS' PSTN service
    - (c) Configure main-number and auto-attendant functionality. Uploaded auto-attendant audio files provided by you
    - (d) Configure Direct In-Dial for all staff and configure per-person settings
    - (e) Configure basic call groups (allowance for 2 call groups per 50 staff).
    - (f) Training delivered through (a) A pre-recorded webinar (watch in own time) or attend a regularly scheduled live webinar, (b) Documentation and guides on hubl (VISITS' customer hub / portal)
- b. Additional Implementation Services
  - i. All other services not included in the Standard Implementation will be charged at hourly rates unless a fixed-fee professional service engagement has been separately quoted. Unless otherwise stated, the hourly fee is \$250/hour.
  - ii. Services that are available include (but are not limited to):
    - (a) Onsite support
    - (b) Device installation and configuration
    - (c) Planning and design for integrations with other systems, such as alarms, intercoms, access control and fax.
    - (d) Any work required on your existing phone system, including assisting with implementation of diversions and exporting of auto-attendant audio files
    - (e) Number porting
    - (f) Scripting and recording of audio files
    - (g) Dedicated remote training sessions (via conferencing)
    - (h) Decommissioning of old systems
    - (i) Specialised video conferencing equipment including installation

## 9. Teams Phone by VISITS - Service Specifics

### 9.1. VISITS Support Package

The VISITS Support Package includes the following services.

- a. Training and Staff Support
  - i. Support for your staff to assist them accessing and using Teams Phone and its features.
  - ii. Guides and training resources delivered through **hubl** or email
  - iii. Announcement of new features delivered through **hubl** or email
- b. Incident and Problem Management
  - i. Service Desk available to all your staff
  - ii. Remote support to investigate and manage resolution of any issue related to the connection from Microsoft Teams to the PSTN network, carriage and issues relating to Office 365 phone functionality. Where we need to engage Microsoft or the carriage provider, we will manage the entire support process.
- c. Support for devices
  - i. Where VISITS is providing Managed Services for the device, we will support Teams Phone on that device as part of the Managed Services offering.
  - ii. In all other cases, at our absolute discretion, we may provide basic initial troubleshooting and end-user assistance. This applies to handsets, headsets, webcams and use of Teams on personal and home computers.
- d. Moves, Adds and Changes
  - i. The following Moves, Adds and Changes (MAC) are included in the VISITS Support Package (monthly fees may vary due to the change in quantities):
    - (a) Enable a new TPV Calling Plan
    - (b) Disable a TPV Calling Plan
    - (c) Assign or reassign a TPV Calling Plan to a user account
    - (d) Order a new 100 number range
    - (e) NOTE: When a staff member leaves, the default support process is to **unassign** Calling Plans and/Microsoft Phone licences and return them to a pool of unused licences, ready to be reassigned to a different employee. If you require Calling Plans or licences to be permanently removed, please request this with your Account Manager.
  - ii. At our discretion, other minor and infrequent changes may also be included within the VISITS Support Package monthly fee.
  - iii. Other changes will incur a Professional Services fee which will be quoted separately.

### 9.2. Numbering Plans

- a. Section 455 of the Telecommunications Act 1997 governs the allocation of Numbering Plans for the numbering of carriage services in Australia and the use of numbers in connection with the supply of services. The provision of numbering plans to you will be in accordance with the Act.

### 9.3. VISITS Calling Plans

- a. VISITS Calling Plans will be listed in the Services Proposal and on the VISITS website.
- b. Is it not possible to mix Calling Plans which include calls, with those that do not include calls. All users within the enterprise must be allocated the same Calling Plan.
- c. All plans provide access to all Microsoft 365 phone features available under your Office 365 subscription.

### 9.4. Number ranges and porting

- a. New Numbers
  - i. We can provide telephone numbers for your use in a block of single numbers or in one or more 100 contiguous numbers. Additional charges apply for Direct-In-Dial services.

- b. Porting of Numbers
  - i. We permit both the porting in and porting out of numbers subject to the following:
    - (a) It must be technically feasible.
    - (b) Porting of all numbers must occur at the same time.
    - (c) Numbers can only be ported as single numbers or in blocks of 100 contiguous numbers.
- c. Professional service fees apply to management of the porting process (in or out).
- d. You should check if the other provider charges fees for the porting process and if there are any porting limitations in their service.

#### **9.5. Microsoft Teams Functionality**

- a. VISITS provide phone system functionality in accordance with the capabilities of Microsoft Office 365 and Teams, which may be changed over time by Microsoft. Refer to the Microsoft Australian website for Teams Phone for the latest features: <https://www.microsoft.com/en-au/microsoft-365/microsoft-teams/voice-calling>
- b. Microsoft's Terms and Conditions for the provision of their licensing and cloud platform can be found on Microsoft's website at <https://www.microsoftvolumelicensing.com/>

#### **9.6. Call Quality**

- a. Call quality may be impacted by several factors including your devices (handsets, headsets and other devices), the quality and bandwidth of your network and internet connectivity, the carriage service and the Microsoft Office 365 Teams service. As part of our VISITS Support Package, we will help diagnose issues if they arise. However, we cannot guarantee call quality where there are device or network bandwidth issues, or where your network does not have QoS for voice calls.

#### **9.7. Devices**

- a. You may purchase devices (handsets, headsets, webcams and conferencing equipment) from VISITS or supply your own. Devices should always be approved by Microsoft for use with Office 365.

#### **9.8. Replacement of Analogue Services**

- a. Where you still utilise analogue services such as fax machines, we can provide a fully-managed ATA including managed hardware, phone number, support and 'calls'. The ATA is a physical device which plugs into your network and fax machine and allows sending/receiving faxes via your modern phone system. Additional fees apply.

#### **9.9. Availability and Quality**

- a. Service availability and quality may differ from a standard telephone service as it is subject to network and internet congestion and your compliance with the minimum operating requirements.
- b. You accept that the Service may not be appropriate if a user has a disability, serious illness, life threatening condition or if for any other reason a user requires uninterrupted phone line access to 000 emergency services. If a user requires uninterrupted phone line access to emergency services, it is your responsibility to notify them of the requirement to ensure such access and we will not be liable for any loss suffered due to any failure to procure such access.

#### **9.10. Emergency Services**

- a. Due to the mobile nature of Teams Phone by VISITS, staff can be accessing the service (via an internet connection) from any device and location. Therefore, emergency services (eg: 000) will receive a "location unreliable" flag and will be required to ask the caller their location.



## 10. Service Level Agreement (SLA)

This Service Level Agreement (SLA) sets forth the service levels to be provided by VISITS in the delivery of TPV to the Customer.

### 10.1. Service Availability Targets

- a. The table below outlines the service availability which we will endeavour to provide for the TPV Services [Service Availability Targets]:

Service	Service Availability Target
Teams Phone by VISITS	99.99%
Access via Application based clients	Best Effort*
*For the purposes of this document “Best Effort” means that we will make good-faith efforts to achieve the best result having regard to the circumstances, however we cannot (and do not) guarantee any set level of service availability.	

### 10.2. Fault reporting and target response and restoration times

- a. Before reporting any faults to us, you must triage the issue and take all reasonable steps to ensure there is no fault with any third-party equipment/services or within your administrative domain.
- b. If you rely on equipment supplied by us, you must specifically ensure that such equipment is connected, receiving power and cooling as required to be operational.
- c. As soon as you have confirmed that the fault is related to the TPV service supplied by us, that fault must be logged through our Service Desk.
- d. We will respond to faults in order of their severity as set out in the following table:

Severity	Teams Phone by VISITS
Critical	Loss of ability to make and receive calls impacting >10% of enterprise Inability to make emergency services calls Complete loss of connectivity <sup>(1)</sup> responsiveness
Major	Loss of ability to make and receive calls impacting <10% of enterprise Loss of enterprise feature e.g. Voicemail or IVR Intermittent phone registration / call problems or connectivity issues <sup>(1)</sup> Persistent call quality issues
Minor	Individual call and or phone registration issues Phone handset DOA and warranty claims <sup>(2)</sup> Intermittent call quality issues
Informational / MAC	Moves, Adds and Changes not available in Hubl UC or need to be requested manually including; Informational billing / usage / CDR requests
(1) Loss of connectivity does not apply to services where we cannot see an issue in the cluster and the problem is limited to your Enterprise	
(2) BYO devices are not supported by our Service Desk	

- e. Depending on the severity of the fault (as classified above) we will use our reasonable efforts to provide a response, restoration and a resolution within the times set out in the following table:

Severity	Response Time	Restoration <sup>(3)</sup>	Resolution	Coverage
Critical	15 Minutes <sup>(1)(2)</sup>	4 Hours <sup>(2)(5)(3)</sup>	24 Hours <sup>(2)</sup>	24x7
Major	1 Hour <sup>(2)</sup>	8 Hours <sup>(2)(3)</sup>	2 Business Days <sup>(2)</sup>	Business Hours
Minor	1 Business Day <sup>(2)</sup>	2 Business Days <sup>(3)</sup>	2 Business Days	Business Hours
Informational / MAC	1 Business Day	NA	2 Business Days	Business Hours
(1) Critical faults which occur after-hours will have an extended response time of 1 hour.				
(2) Does not apply to VISITS' Communicator (PC and Mac) VISITS' UC-One (IOS and Android) or other application clients.				

- (3) Restoration is aimed at resolving the immediate issue to get the customer working. This is a temporary fix and further remediation work may be required in order for there to be a resolution. In some circumstances there will be no need for restoration and the fault can be rectified and a resolution reached immediately. In cases where restoration is dependent on access to customer sites afterhours, if such access is not granted then targets cannot be achieved.

Tickets waiting on the partner with no response for 10 days will be closed as resolved.

### 10.3. Rebates

- a. Subject always to 10.3.b below you are entitled to a rebate as set out in 10.3.d where we fail to meet the Service Availability Targets set out in 10.1 above.
- b. You will not be entitled to any rebates, where any failure to meet the Service Availability Targets was caused, or to the extent contributed to, by any of following excluded events:
- i. Force Majeure Events;
  - ii. Scheduled maintenance;
  - iii. Customer or third-party equipment failure;
  - iv. Any failure to report the incident or outage to us in accordance with our incident reporting procedure;
  - v. Improper use or failure to adhere to any acceptable use policy (if applicable);
  - vi. Unauthorised modifications or use of unauthorised equipment and devices;
  - vii. Power outages at the customer site or third-party facilities;
  - viii. Where a Service has been suspended or cancelled in accordance with our rights in this Agreement.
  - ix. Our or our agents', inability to access premises to resolve the issue.
- c. All claims for rebates must be submitted within 10 days of the incident occurring; and
- d. The table below sets out the rebate percentages applicable to Teams Phone by VISITS products if you are entitled to rebate:

Service Availability	Rebate
≥ 99.99%	0
< 99.99%	2.5%
≥ 99.90%	
< 99.90%	5.0%
≥ 99.50%	
< 99.50%	7.5%
≥ 99.0%	
< 99.0%	10.0%

- e. The Service Availability will be calculated as follows:
- i. the total number of minutes the TPV Service is available for the month (see clause 10.3.f);
  - ii. divided by the total number of minutes in the month.
- f. For the purposes of determining the total number of minutes of availability of the TPV Service, the TPV Service will only be considered to be unavailable:
- i. from the time the incident was reported to us in accordance with Section 10.2.c
  - ii. to the time we provide restoration of the Service (as defined in the table at section 10.2.e)
- g. The rebate percentage is applied to the monthly recurring charge for the affected TPV Service/s and for the affected month/s. ie: you cannot add up the rebates for two different affected TPV Services and get a cumulative total rebate percentage to be applied to both TPV Services. The rebates are applied separately to each affected TPV Service.
- h. The rebate will be issued in the form of a percentage credit on the next available invoice after the rebate has been approved by us.

#### 10.4. Applicability

- a. Eligibility for any credits is subject to the Customer's account being held current and having no outstanding past due balance. The credits under this SLA shall be the Customer's sole and exclusive remedy for VISITS' failure to meet the requirements of this SLA. Any disputes arising out of or relating to this SLA must be brought within fourteen (14) days of the incident giving rise to such dispute.

#### 11. Changes to TPV Services

- a. You acknowledge that we may make changes to TPV from time to time, including, without limitation, in circumstances where one of our Suppliers (from whom we acquire Carriage Services for resale to you) changes a service or its associated technology or changes the terms and conditions which apply to the services they supply to us. If we make any change to TPV, we will comply with this clause 11.
- b. If we intend to make a change to TPV and the change could be reasonably expected to adversely affect you, we will use reasonable endeavours to notify you in writing at least 30 days prior to making that change.
- c. Your rights if we change TPV
  - i. If we make any change to TPV that we reasonably expect will have a material detrimental impact on you (excluding situations set out in clause 11.d), you may cancel the affected TPV Service/s by complying with clause 11.c.ii without incurring an Early Termination Fee, but you must:
    - (a) pay us for any usage or network access charges incurred up to the date you cancelled the Service/s;
    - (b) pay us for any outstanding installation fees and equipment fees for goods or Services that we have provided to you;
    - (c) pay us the proportion of any fee or charge waived or foregone by us (for example, if we agree to waive a \$500 fee partially in consideration for you entering into a two-year contract with us and you terminate that contract at the 12-month point, you must pay us \$250); and
    - (d) pay us for any amounts for Services requested by you and that are necessary for you to transition to an alternative service provider.
  - ii. If you want to cancel a TPV Service under clause 11.c.i, and your Contract is a consumer contract for the purposes of the Competition and Consumer Act, you must provide written notice to us to that effect within 42 days of the date of our notice of the proposed change. If Your Contract is not a consumer contract for the purposes of the Competition and Consumer Act, you must provide a written notice to us that effect within 20 days of the date of our notice of the proposed change.
- d. Exceptions to your rights to cancel under clause 11.c
  - i. Your rights to cancellation under clause 11.c do not apply if we need to change the TPV Services because:
    - (a) there is an increase in taxes or levies imposed by the law, or new taxes or levies imposed by the law come into place;
    - (b) there is a change to the costs of ancillary services (such as an increase in credit card or direct debit transactions fees imposed on us by third parties) as long as we have provided you with a reasonable alternative at no additional charge.
    - (c) there is an increase in the charges imposed on us by third parties for international Carriage Services or content and premium services which we resell to you from a third party, provided:
      - we told you at the time we offered a Service to you that the prices were subject to change; and
      - we give you notice within a reasonable period if you have used an affected Service within a reasonable period prior to the date of the proposed change; or
    - (d) we need to make changes:
      - to comply with the law;
      - to address any issues of security in order to protect the integrity of the Service; or
      - to address any technical issues in order to protect the integrity of the Service.
- e. Your rights if changes to the TPV Services do not have a material detrimental impact on you
  - i. Your rights to notification and cancellation also do not apply if we make changes to our TPV Services that we reasonably believe will not have a material detrimental impact on you.
  - ii. If, however, any such change has a material detrimental impact on you because of your particular circumstances or pattern of usage of the TPV Services, please contact us and we may permit you, at our

sole discretion, to cancel a TPV Service without incurring certain excess charges additional to what you would have paid had the change not come into effect.

## 12. Limitations

- a. The SLA and any applicable Service Levels do not apply to any performance or availability issues:
  - i. Due to factors outside our reasonable control, including network or device failures external to our environment including those related to your site or between your site and our environment (for example, your internet links, firewalls, network equipment and devices);
  - ii. Due to factors outside our reasonable control, including natural disaster, war, acts of terrorism, riots or government action;
  - iii. That result from any service, hardware or software not provided by us as part of the Teams Phone by VISITS offering, including but not limited to issues with bandwidth or any third-party software or services;
  - iv. Caused by your use of the Service in a manner (a) contrary to approved configurations, (b) inconsistent with the features or functionality of the service (for example, using the system in an unsupported manner) or (c) contrary to our written advice in relation to your usage method not being compliant with our recommendations;
  - v. Where you are using preview, pre-release, beta or trial versions of our Service;
  - vi. Where your account is overdue or you have not paid VISITS for the service (for example, where you are using Microsoft subscription credits);
  - vii. Where the issue was caused by changes or actions made by you, your employees, agents, contractors, vendors or anyone gaining access to the system by means of your equipment or passwords, whether or not authorised by you or resulting from a security breach;
  - viii. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior;
  - ix. When the performance issue relates to a user not located in Australia.
- b. VISITS Support Packages exclude all services required due to:
  - i. Malware, hacking and other exploits, whether suspected or actual.
  - ii. Environmental damage including but not limited to fire, flood, water, heat, natural disaster, building damage or electrical damage.
  - iii. Intentional or malicious damage caused by you, your staff or any other party, whether the damage be to physical equipment, software, data or configuration.
  - iv. Errors or changes made by you, your staff, your suppliers or other parties.
  - v. Failure of the clients' other vendors or suppliers to provide their contracted services, or to provide their services with due care.