



# **Standard Form of Agreement**

Service Description (VoIP – Cloud PBX & SIP Trunking)

Revised Nov-2020

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# 1 The Agreement

## 1.1 The Parties

1.1.1 Zettagrid and the Customer (being an entity subscribing to Zettagrid for services) agree that by using Zettagrid services, you (hereinafter referred to as “The Customer”, “you” and “your”) accept, without limitation or qualification, the terms and conditions contained within the Standard Form of Agreement. Where we reference “you” this may also refer to your IT contractor or outsourcer.

## 1.2 What is a Service Description?

1.2.1 The Zettagrid Service Description defines the services offered and specific terms and conditions for each of these Services. This document forms part of our Standard Form of Agreement (SOFA). The SOFA comprises:

- a) General Terms and Conditions
- b) Service Descriptions
- c) Pricing Schedule

# 2 Service Description

## 2.1 What is VoIP?

2.1.1 Voice over IP (VoIP) is a technology that allows you make and receive phone calls over your broadband internet. Zettagrid’s VOIP service is referred to as VOIP and or SIP Trunking.

2.1.2 This service is not related to our Zettagrid Phone service. Zettagrid Phone refers to telecommunications over the traditional telephone line.

## 2.2 CPE Installation and Equipment Supply

2.2.1 We may provide CPE (Customer Premises Equipment) in the form of a VoIP modem or router. Zettagrid may pre-configure a supplied device with your connection information.

2.2.2 We will not be liable for issues as a result of us supplying this equipment to you. Zettagrid will provide reasonable phone support to enable you to install and connect to Highway 1 using this device.

2.2.3 Where you have supplied your own CPE Zettagrid is not obliged to supply support for the configuration of this equipment. Zettagrid will provide the generic network settings to you in order for you to configure the appropriate CPE.

2.2.4 You may choose to have a Zettagrid technician provide onsite support to install and configure your CPE. This will be charged at an hourly rate in addition to your setup and monthly fees.

2.2.5 We may supply you with one Direct Indial (DID) Number if required.

## 2.3 Call Quality

2.3.1 We recommend that you use a broadband service with a download speed of 8000kbps or above. Even then, the quality of the call can be impacted if someone is transferring large files while you are on a call. We cannot guarantee the quality of calls.

## 2.4 Emergency Services 000

2.4.1 You acknowledge:

- a) The service requires an active, operating internet connection. During an outage, you will be unable to make 000 emergency calls.
- b) Loss of power will prevent emergency 000 calls.
- c) SIP Trunk users will need to ensure their PABX or calling platform is properly setup to dial 000. We do not manage the configuration of 3<sup>rd</sup> party platforms and therefore cannot guarantee 000 emergency calling.
- d) We recommend using a mobile telephone in place of a VoIP service when calling 000 emergency.

## 2.5 Monthly Use

2.5.1 Your monthly use is measured in calls and call duration.

## 2.6 Payment

2.6.1 Payment for the VOIP service may be paid for:

2.6.1.1 In arrears for the previous month's usage using a direct debit facility.

2.6.1.2 In advance by supplying a credit card to purchase pre-paid credit. You will not be able to make outbound calls when your credit reaches a zero value.

2.6.2 Payment is only available via credit card or direct debit.

2.6.3 Strict 14-day terms by application only, management approval required

## 2.7 Target Service Level

99.95%

## 2.8 Call Response Target

4hrs

## 2.9 Service Level Rebates

2.9.1 This service is not eligible for service rebates.

## 2.10 Restoration Time Guarantee

2.10.1 Not provided by default. Optional, please see your account manager.

## 2.11 Service Level Rebates

2.11.1 A service level rebate for VoIP services is available where availability is less than 99.7% of the calendar month. The following service rebates are applicable where the Service is unavailable as per the General Terms and Conditions.

Service Unavailability	Service Rebate
Up to 2 hours per calendar month.	No Rebate Available
More than 2 hours but less than 5 hours during a calendar month.	5% of the Monthly Service Charge
More than 5 hours but less than 10 hours during a calendar month.	10% of the Monthly Service Charge
More than 10 hours during a calendar month	15% of the Monthly Service Charge

## 2.12 Contract Term

2.12.1 The contract term for VoIP services is specified in your individual service contract. Where this is not stated the minimum contract term is 36 months.

2.12.2 If you decide to cancel or move your service within the contract term you will be liable for an Early Termination Fee. The formula for determining this fee is detailed in the General Terms and Conditions

### 3 Acceptable Use Policy

3.1.1 Our Acceptable Use Policy (“AUP”) regulates fair and acceptable use of our unlimited VoIP services.

#### 3.2 Unlimited Plans

Plans include: SIP Trunk Unlimited Pro, SIP Trunk Unlimited Basic, Cloud Unlimited Pro, Cloud Unlimited Basic & Teams Unlimited.

3.2.1 Zettagrid reserves the right to periodically review usage levels of unlimited service plans to ensure that you are not using such service in violation of this AUP and if such an abuse or violation is discovered to terminate or adjust the plan as appropriate.

3.2.2 You agree to use the unlimited plans for traditional voice calls of a duration comparable to that of the average residential or small business customer presently utilizing Zettagrid’s service and will not employ methods, devices or procedures to take advantage of unlimited plans by using the voice services excessively or for means not intended by Zettagrid.

3.2.3 Excessive use is defined by Zettagrid as use that substantially exceeds the average call volume or duration used by all other Zettagrid unlimited plan customers.

3.2.4 The following types of services are specifically prohibited and may not be accessed through Zettagrid’s unlimited voice service plan:

- a) monitoring services.
- b) data transmissions.
- c) transmission of broadcasts or transmission of recorded material.

3.2.5 Zettagrid may terminate your service or change your service plan if, in its sole discretion, Zettagrid determines that your use of the unlimited plan violates this prohibition or is otherwise “unreasonable” or results in abuse of the unlimited minute service plan.

#### 3.3 Unreasonable Use

3.3.1 We consider your use of our Unlimited plans to be “unreasonable” and therefore subject to immediate termination if you:

- a) re-sell, re-brand, re-supply, re-market or commercially exploit our unlimited service, without our written consent, in order to aggregate traffic from more than one customer over an “unlimited” line or trunk.
- b) set up routing functionality such that only outbound long-distance traffic is sent over the Unlimited Service; or
- c) engage in any other conduct which is fraudulent or results in significant network congestion, or degradation.

#### 3.4 Abusive Use

3.4.1 We consider your use of our Unlimited plan to be “abusive” and subject to immediate termination or adjustment if you utilize:

- a) Auto-dialling.
- b) Continuous, repetitive or extensive call forwarding.
- c) Continuous call session connectivity.
- d) Telemarketing.
- e) Any other activity that would be inconsistent with reasonable personal, residential and business use patterns, causes network congestion, or jeopardizes the integrity of Zettagrid’s network.
- f) Use our Service for: auto-dialling; continuous, repetitive or extensive call forwarding, telemarketing (including charitable or political solicitation or polling).
- g) Use our Service to: impersonate another person; send bulk unsolicited messages; use robots, data mining techniques, or other automated Devices or programs to catalogue, download, store, or otherwise reproduce or distribute information from our Service or use any automated means to manipulate our Service.