



PO Box 39242 Winnellie NT 0821
P 1300 859 118 F 08 8943 9900
E sales@signatureconnect.com.au
W www.signatureconnect.com.au

Service Description

Network (including VoIP) Services

1. INTERPRETATION AND DEFINITIONS

1.1 The parties have entered into a Head Agreement under which Service Schedules relating to specific Services can be executed from time to time.

1.2 Words which are defined in the Service Details have the meanings given to them there. Other capitalised terms have the meaning given to them in the Head Agreement.

1.3 In this Service Description, unless the context requires otherwise, the following capitalised terms have the following meanings:

(a) Network Services means each service identified in the Proposal as a Network Service;

(b) SIGNATURE™ CONNECT Equipment means equipment other than the equipment of Customer identified in the Proposal as to be located at Customer premises for the purpose of providing a Network Service and any substitutions for or additions to such equipment;

(c) VoAL Services means each service identified in the Proposal as a VoAL (Voice over Analogue Line), voice over DSL, voice over ADSL or other voice over access line service. Each VoAL Service is also a Network Service for the purposes of this Service Description;

(d) Voice Service means a VoAL Service or a VoIP Service;

(e) VoIP Services means each service identified in the Proposal as a VoIP Service. Each VoIP Service is also a Network Service for the purposes of this Service Description.

2. PROVISION OF NETWORK SERVICES

2.1 From the date of commencement of the Service Schedule SIGNATURE™ CONNECT will commence work to provision the Network Services to Customer. The features comprising each Network Service are as set out in the Service Documents for that Service or as otherwise notified in writing to Customer by SIGNATURE™ CONNECT.

2.2 SIGNATURE™ CONNECT will provide the Network Services (including VoIP and VoAL Services) to Customer as set out in the Proposal.

2.3 Where the Proposal identifies one or more end points for a Network Service, SIGNATURE™ CONNECT must provide the service to/from those end points.

2.4 SIGNATURE™ CONNECT will notify Customer when each Network Service is ready for use.

2.5 Any Fees imposed in respect of the carriage of data are based on SIGNATURE™ CONNECT's records of the data carried. Such records are presumed to be accurate unless proven otherwise. Customer is liable to pay all usage fees whether or not the particular usage of the Service was known to or authorised by Customer.

3. EQUIPMENT

3.1 SIGNATURE™ CONNECT may locate SIGNATURE™ CONNECT Equipment at the relevant Customer's premises for the purpose of providing the associated Network Service. SIGNATURE™ CONNECT may in its discretion from time to time:

(a) alter or inspect the SIGNATURE™ CONNECT Equipment (including by reconfiguring it or providing maintenance services in respect of it);

(b) remove some or all of the SIGNATURE™ CONNECT Equipment; or

(c) substitute other equipment for or add other equipment to the SIGNATURE™ CONNECT Equipment.

3.2 Customer must permit SIGNATURE™ CONNECT to carry out the activities referred to in clause

3.1 and must provide SIGNATURE™ CONNECT with reasonable access to the premises on which the equipment is located in order for SIGNATURE™ CONNECT to carry out such activities.

3.3 Where Customer is acquiring Equipment (including cabling) from SIGNATURE™ CONNECT under the Proposal, SIGNATURE™ CONNECT will supply, install and configure that equipment in accordance with the terms of SIGNATURE™ CONNECT Service Description for the Installation of Hardware and Software.

3.4 All SIGNATURE™ CONNECT Equipment remains the property of SIGNATURE™ CONNECT and Customer holds such equipment as bailee. Customer must:

(a) ensure that all SIGNATURE™ CONNECT Equipment on its premises is prominently identified as owned by SIGNATURE™ CONNECT;

(b) not alter, vary, maintain or service any SIGNATURE™ CONNECT Equipment in any way or allow any other person to do so except strictly in accordance with SIGNATURE™ CONNECT' explicit instructions;

(c) comply with SIGNATURE™ CONNECT' instructions in respect of the SIGNATURE™ CONNECT Equipment;

(d) insure the SIGNATURE™ CONNECT Equipment against loss and damage; and

(e) not do anything which compromises SIGNATURE™ CONNECT' rights in respect of the SIGNATURE™ CONNECT Equipment.

3.5 Customer must comply with all requirements in the Proposal for the location, configuration or environment (including clearances from other equipment, humidity and ambient temperatures) of equipment which is connected to a Network Service.

3.6 Except where stated in the Service Documents or otherwise agreed in writing by SIGNATURE™ CONNECT, a Network Service does not include interconnection to third party networks or to the Internet.

4. SCHEDULED MAINTENANCE

4.1 From time to time SIGNATURE™ CONNECT may suspend the provision of any Network Service in order to resolve faults with the Network Service or to conduct regular maintenance of the service and/or associated equipment. SIGNATURE™ CONNECT will give advance notice to Customer of any such suspension and will endeavour to give at least 14 days' notice prior to such suspension.

SIGNATURE™ CONNECT has no liability for a suspension of services under this clause.

5. THIRD PARTY PROVIDERS

5.1 Customer must not do any act or refrain from doing any act in such a way as will cause SIGNATURE™ CONNECT to be in breach of any obligations owed by SIGNATURE™ CONNECT to any third party and which are notified from time to time by SIGNATURE™ CONNECT to Customer.

6. TERMINATION

6.1 Either party may terminate a Network Service by giving at least 60 days' prior written notice. Where Customer terminates a Network Service prior to the Minimum Commitment Period for the Service, Customer must comply with clause

6.2 Where a Network Service is reliant upon another Network Service, the termination of the second Network Service automatically terminates the first. Otherwise, each Network Service may be terminated independently of the others.

6.3 Where the provision of a Network Service by SIGNATURE™ CONNECT is dependent upon the provision to SIGNATURE™ CONNECT by another provider of one or more network services (including access lines) and those network services cease to be provided by that other provider to SIGNATURE™ CONNECT or that provider varies the price or terms on which it provides those services to SIGNATURE™ CONNECT SIGNATURE™ CONNECT may, by notice in writing after consultation with Customer and without liability, immediately terminate each affected Network Service.

6.4 SIGNATURE™ CONNECT may immediately terminate any Network Service by notice in writing if Customer becomes a carrier or a carriage service provider.

6.5 Customer must pay to SIGNATURE™ CONNECT all costs and expenses incurred by SIGNATURE™ CONNECT to decommission, disconnect and remove any equipment used to provide any Network Service or in decommissioning any Network Service.

6.6 Where a customer fails to pay their invoice by the due date, SIGNATURE™ CONNECT may issue a suspension notice for the services in question. Suspension may take place a minimum of 7 days after the notice is issued.

6.7 Where a customer's account is suspended the customer may be liable to pay a reconnection fee for the re-establishment of their services. This does not preclude any fees or charges SIGNATURE™ CONNECT may otherwise be entitled to claim.

7. NUMBER PORTABILITY, CALL BARRING

7.1 SIGNATURE™ CONNECT will use its reasonable endeavours to port Customer's existing numbers to the relevant Voice Service nominated by Customer provided under the Service Schedule. Where it is not reasonably able to do so, SIGNATURE™ CONNECT will provide Customer with new numbers in consultation with Customer. SIGNATURE™ CONNECT will take into consideration any request by Customer for specific numbers.

7.2 Where SIGNATURE™ CONNECT reasonably believes that a device connected to the network fails to comply with Australian telecommunications standards or is likely to damage any equipment of SIGNATURE™ CONNECT or any third party, RTWS may bar that device from accessing the network. SIGNATURE™ CONNECT may, by notice in writing, request that Customer disconnects such a device from the network and Customer must promptly comply with each such request.

7.3 Customer must disconnect any equipment connected to any Network Service where: SIGNATURE™ CONNECT directs Customer to do so until SIGNATURE™ CONNECT consents to the reconnection of the equipment; or the equipment adversely affects the operation of the Network Service until it has been established that the adverse effect will not recur on reconnection.

8. ASPECTS OF VOIP TRAFFIC

8.1 Customer acknowledges that:

(a) the operation of all network facilities, including the making of VoIP calls, is dependent upon the continued supply of power to the relevant equipment and upon there being sufficient network capacity for the carriage of the call. VoIP calls cannot be made at all or in effect: during a power outage; during period of network outage, network maintenance or network congestion. Customer must ensure it has appropriate alternative means of making phone calls, and in particular "000" emergency phone calls, during periods in which VoIP calls cannot be made, and periods of greatly reduced service or quality of service. This must at a minimum include maintaining at least one land line connection to the public switched telephone network capable of making local calls and connected to outlets and handsets in all relevant physical locations on Customer's premises;

(b) VoIP calls, by their nature, are routed via different routes at different times (including during an established call) depending on network congestion;

(c) SIGNATURE™ CONNECT has no control over the route over which any given VoIP call will pass;

(d) the sound quality of a VoIP call is dependent upon the quality of the route over which the data comprising the call passes;

(e) the quality of VoIP calls varies from time to time based on factors outside the control of SIGNATURE™ CONNECT. SIGNATURE™ CONNECT has no liability for any failure of any VoIP call to meet a desired level of quality;

(f) the termination of VoIP calls to a given number and the termination via the Customer's VoIP service or a call originated on a given number depends on that number being connected to a VoIP service either directly or through a gateway. SIGNATURE™ CONNECT does not guarantee that calls may be made to all numbers or that all numbers are able to call VoIP numbers;

(g) except to the extent the Proposal states otherwise, the VoIP service does not include any encryption or other protection of VoIP traffic; and

(h) that such calls may be able to be inspected by third parties without Customer's knowledge or consent.

(i) SIGNATURE™ CONNECT can block international, STD and mobile calling within 24 hours on the customer's request in writing

8.2 Customer agrees to

(a) Ensure that all network services involved in the Voice over IP system are secure including, but not limited to, regular security reviews, intrusion detection systems and intrusion prevention systems

(b) Protect any confidential access credentials required to access the service

(c) Ensure that all Voice over IP servers, PBX systems and handsets are using secure, non-default, passwords

(d) Ensure all appropriate security updates and patches are applied to all services immediately

(e) Take any other measures to ensure the secure operation of your systems and to prevent the compromise of any credentials used to access the system in any manner or the SIGNATURE™ CONNECT network in any manner

(f) Immediately notify SIGNATURE™ CONNECT as soon as you become aware of the possible breach of any systems involved in this agreement

(g) Indemnify SIGNATURE™ CONNECT against any loss it may suffer as the result of a breach of clause 8.2 by you

9. WAIVER OF CUSTOMER SERVICE GUARANTEE

9.1 Customer waives the whole of the protection and rights of Customer under Part 5 of the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth) in relation to each carriage service supplied, or offered to be supplied, by SIGNATURE™ CONNECT in its capacity as a carriage service provider.

10. ACCEPTABLE USE POLICY, EXTERNAL OBLIGATIONS ON SIGNATURE™ CONNECT

10.1 Customer must comply with the Acceptable Use Policy and Customer must ensure that each person who uses the Services provided by SIGNATURE™ CONNECT under this Agreement complies with the Acceptable Use Policy. If Customer is in breach of this clause 10 SIGNATURE™ CONNECT may suspend its obligations under this agreement until Customer: (a) rectifies that breach; and (b) takes steps reasonably calculated to prevent a subsequent breach.

10.2 SIGNATURE™ CONNECT may, from time to time be bound by law (including legislation and regulations) or codes of conduct (External Obligations) in relation to some or all of the services it provides under this Service Description (including codes by which SIGNATURE™ CONNECT elects to be bound). Notwithstanding anything else in this Agreement, where SIGNATURE™ CONNECT is obliged to take or refrain from taking an action by any External Obligation, it may do so without liability to Customer or any third party as a result and without providing any notice to Customer or any third party. This may include: providing law enforcement bodies with passwords or with access to communications or data carried over any Network Service; removing content from equipment and/or preventing access to certain nominated sites or content on the Internet.

11. AUTHORISATION FORMS

11.1 SIGNATURE™ CONNECT or a third party may require that certain instructions be given in writing and/or signed by Customer prior to the provision of a relevant service. Customer must complete all such authorisation forms promptly and truthfully. Where SIGNATURE™ CONNECT requests an authorisation and Customer does not provide a written authorisation in an acceptable form, SIGNATURE™ CONNECT may suspend or delay the provision to Customer of those services for which the SIGNATURE™ CONNECT has requested the authorisation. SIGNATURE™ CONNECT may provide such authorisation forms (and copies and any information contained on the forms) to any third party reasonably incidental to the purpose for which the form was requested.

12. USAGE

12.1 Current usage data can be downloaded at the [usage portal](#).