



# Hosted Network service agreement (VoIP)

Client

And

Hosted Network

Last revised: 29/04/2015

**Between:** Client, called “the client”

**And** Hosted Network a division of Superior IT Technologies Pty Ltd – ABN 98 128 845 723, called “the company”

## 1. About the Hosted Network VoIP service agreement

- 1.1 This document is the agreement in which the Partner known as “the Partner” will enter with Hosted Network, a division of the Superior IT Group (“the company”) to utilise VoIP services

## 2. Hosted Network VoIP

- 2.1 Hosted Network VoIP provides comprehensive voice services for retail VoIP providers. Hosted Network Partners are equipped to offer clients a high performance, high quality, low cost PBX solution

## 3. Definitions and Interpretation

- 3.1 In this Service Description:

**Agreement** means the client Agreement by and between Hosted Network and the Partner, together with these service terms

**Partner** means the entity entering into the Agreement with Hosted Network

**Hosted Network** means Hosted Network, a division of the Superior IT Group (Superior IT Technologies Pty Ltd)

**VoIP** means Voice over IP

**Terms** these VoIP Terms and Conditions

## 4. Call rates and charges

- 4.1 All charges are made in Australian dollars, with all rates excluding GST. Note that prices don't include on-site, or unspecified remote support
- 4.2 Call charges are made from initial call answering and ends upon call termination. Charges apply for phone conversation, answering machine, incorrect number, unavailable service announcement and disconnected service
- 4.3 The Partner is responsible for all freight charges whether they be from Hosted Network to Partner or Hosted Network to the Partner's customer
- 4.4 Hosted Network has the right to conduct a rate review as required, and implement any rate changes immediately

## 5. Security and use of service

- 5.1 The Partner holds full responsibility over their passwords. Should the service become compromised Hosted Network reserves the right to suspend or terminate the service if no actions have been taken by the Partner to resolve the issue in a reasonable timeframe
- 5.2 If the Partners or end-user breaches the company's usage policy, Hosted Network has the rightful responsibility to terminate the Partner service, with no refund to be issued
- 5.3 Hosted Network is not liable for any malicious activity, unlawful distribution of protected information or unprecedented security breaches of the Partner's VoIP service
- 5.4 The Partner and end-user hold responsibility for all usage charges. It is the Partner's responsibility to ensure all security is up-to-date. Hosted Network will advise of security precautions, the Partner must implement these precautions and be monitor and ensure any unauthorized use is prevented
- 5.5 Hosted Network is not responsible for the maintenance or upgrading of hardware and client side software unless previously specified

## 6. Terms

- 6.1 Hosted Network reserve the right to change this service agreement and terms & conditions at any time
- 6.2 Should the client cancel their service, all VoIP data will be deleted and will no longer be available to any parties
- 6.3 The VoIP contract requires a minimum contract term of 1 month with 30 days' notice required for cancellation
- 6.4 Advance payments are required across all services. Any service adjustments will be shown as outstanding payments. If payments are not made, the service will be terminated if Hosted Network is not pre-notified
- 6.5 The Partner is required to make monthly payments unless otherwise specified and agreed upon by Hosted Network and the Partner
- 6.6 The Partner understands that Hosted Network may enlist in other vendors to ensure a complete service is supplied
- 6.7 Hosted Network is not responsible for delivery of service on a specific date. Service installment dates are guidelines only
- 6.8 Provisioning of services and equipment can be altered under the rights of Hosted Network and will not impact service provisioning to the Partner or customer
- 6.9 It is the Partner's duty to comply with all reasonable requests and instructions given by Hosted Network that are derived from government bodies, emergency services or other figures of authority. These requests may stem for reasons of health, safety and quality of service
- 6.10 The Partner is responsible for all end-user enquiries and complaints. The Partner has

the sole responsibility to handle all billing, invoicing and payment collections from their client and is liable for the service.

- 6.11 Hosted Network makes no guarantee of static IP addresses. These addresses may change and Hosted Network holds no responsibility

## 7. Service level rebates

7.1 The client is entitled to service level rebates should their service be disturbed, interrupted or unresponsive.

- 7.1.1 Less than 120 minutes service disruption = no rebate
- 7.1.2 More than 120 minutes service disruption but less than 240 minutes during a given calendar month = 20% rebate of the monthly service fee
- 7.1.3 More than 240 minutes service disruption but less than 480 minutes during a given calendar month = 40% rebate of the monthly service fee
- 7.1.4 More than 480 minutes service disruption but less than 960 minutes during a given calendar month = 60% rebate of the monthly service fee
- 7.1.5 More than 960 minutes service disruption but less than 1440 minutes during a given calendar month = 80% rebate of the monthly service fee
- 7.1.6 More than 1440 minutes in a calendar month = 100% rebate of the monthly service fee

7.2 Faults in the service must be reported to Hosted Network to allow for appropriate tests to be conducted to identify the issue. The Partner must provide assistance to ensure the identified fault is repaired

## 8. Agreement Acceptance

8.1 The Partner accepts this Agreement by any of the following action:

- 8.1.1 Signing any quote or proposal provided by Hosted Network that includes Hosted Network VoIP
- 8.1.2 Ordering Hosted Network VoIP through the Hosted Network portal

8.2 Upon accepting the agreement the Partner understands they are responsible for all setup fees, one-off charges and equipment costs before the service is activated